AGENDA
CITY OF EL CENTRO
CITY COUNCIL
TUESDAY, MAY 6, 2025

City Hall	Regular Meeting	4:00 PM

City Hall
Council Chambers
1275 Main Street
El Centro, CA 92243

The public may attend in person. Any member of the public attending in person and wishing to make a comment is asked to complete a speaker slip and follow the instructions below regarding "Notice to the Public". Any member of the public is invited to submit public comments in advance of the meeting to be answered at the meeting. Please email your questions to CityClerk@cityofelcentro.org or call 760-337-4515 by May 6, 2025.

COUNCIL MEMBERS, STAFF AND THE PUBLIC MAY ATTEND VIA ZOOM.

To participate and make a public comment in person, via Zoom or telephone, please raise your hand, speak up and introduce yourself.

Join Zoom Meeting:
https://us06web.zoom.us/j/4180375132?pwd=Rmo5UjZ1cWdyV1VoWUhSZWp6R0tVZz09&omn=89769128558

Optional dial-in number:
Meeting ID: 418 037 5132 Passcode: 5iHJYM

Public comments via zoom are subject to the same time limits as those in person.

Mayor and Council Members may be reached at (760) 336-8989

Mayor:	**Sonia Carter**	**Interim City Manager: Daniel Paramo**
Mayor Pro-Tem:	**Marty Ellett**	**City Attorney: Elizabeth Martyn Evans**
Council Members:	**Sylvia Marroquin**	**City Clerk: Norma Wyles**
	Claudia Camarena	
	Michael Crankshaw	

4:00 PM CLOSED SESSION - CONFERENCE ROOM "A":

ROLL CALL:

CLOSED SESSION PUBLIC COMMENT:
Any member of the public wishing to address the City Council on any matter appearing in the closed session may do so at this time. Unless the Mayor extends the time limit, remarks shall be limited to three (3) minutes. Additional opportunities for Public Comment will be given during and at the end of the meeting.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION:

CITY COUNCIL CLOSED SESSION:

1. Public Employee Employment/Appointment - Closed Session pursuant to Govt. Code 54957(b): City Manager

2. Conference with labor negotiators pursuant to Govt. Code Section 54957.6 City designated representatives: Patrick Clark, consultant, Dulce Bedolla, Human Resource Director, negotiations with El Centro Police Officers Association regarding salaries, salary schedules or fringe benefits or any other matter within the scope of representation.

NOTICE TO THE PUBLIC

This is a public meeting. If there is an item on the agenda on which you wish to be heard, you are asked to complete a blue speaker slip and submit it to the City Clerk prior to the start of the meeting. Persons wishing to address the Council are not required to identify themselves (Gov't Code § 54953.3); however, this information assists the Mayor by ensuring that all persons wishing to address the Council are recognized and also assists the City Clerk in preparing the City Council meeting minutes. When the item is announced and your name is called by the Mayor, please step to the podium and state your name for the record. Unless the Mayor extends the time, there is a three (3) minute time limit for each public presentation. If you wish to address the Council concerning any other matter not appearing on the agenda, you may do so during the public comment portion of the agenda. However, you may not show a visual presentation without review of that material. If you do so, you will be considered out of order.

* Any information provided on the "Speaker Slip" is voluntary and will be public record

6:00 OPEN SESSION

ALL TIMES ARE APPROXIMATE AND MAY VARY:

CALL TO ORDER:

ROLL CALL BY CITY CLERK:

PLEDGE OF ALLEGIANCE:

INVOCATION:

CITY ATTORNEY REPORT ON CLOSED SESSION:

(TIME MAY VARY) PUBLIC COMMENTS:

The City Council welcomes your input. At this time, members of the public may address the City Council on any matter not listed on the posted agenda. Pursuant to the Brown Act, no action will be taken on any issue brought forth under Public Comments. We ask that you please complete a "Speaker Slip" and submit it to the City Clerk prior to the start of the meeting. Although you are not required to identify yourself (Gov't Code §54953.3); this information on the "Speaker Slip" assists the Mayor that all persons wishing to address the Council are recognized and also assists the City Clerk in preparing the City Council meeting minutes. Unless the Mayor extends the time, there is a three (3) minute time limit for each public presentation. * Any information provided on the "Speaker Slip" is voluntary and will be public record.

PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR:

1. Proclamation - International Firefighters Day May 4, 2025

2. Certificate of Recognition - Dr. Tom Tacke, Teacher of The Year

CONSENT AGENDA (ITEMS 3-16):

3. Adopt Resolution. 25- , APPROVE AND AUTHORIZE THE CITY MANAGER AND POLICE CHIEF, OR THEIR DESIGNEES, TO EXECUTE AN AGREEMENT TO FUND THE EL CENTRO POLICE DEPARTMENT'S PURCHASE OF A NEW COMPUTER-AIDED DISPATCH RECORDS MANAGEMENT SYSTEM BY SUN RIDGE SYSTEMS; AND BY MOTION, AUTHORIZE THE CITY MANAGER AND POLICE CHIEF, OR THEIR DESIGNEES, TO EXECUTE ALL PURCHASE AGREEMENTS, CONTRACTS, LICENSE AGREEMENTS, IMPLEMENTATION SCHEDULES AND OTHER REQUIRED DOCUMENTS, AND TAKE ANY ACTIONS NECESSARY TO IMPLEMENT SUCH AGREEMENTS AND OTHER REQUIRED DOCUMENTS.

4. Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE EL CENTRO BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH.

5. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE EL CENTRO BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026.

6. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO THE EL CENTRO BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026.

7. Adopt Resolution 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE EL CENTRO LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026.

8. Adopt Resolution 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE EL CENTRO LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2025-2026; AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH.

9. Adopt Resolution 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO THE EL CENTRO LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026.

10. Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026 AND ORDERING THE

PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH.

11. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026.

12. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026.

13. Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH.

14. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026.

15. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026.

16. Agreement for Consultant Services with Patrick Clark Consulting.

PUBLIC HEARING:

17. Public hearing regarding a Summary Nuisance Abatement and Special Assessment to collect such costs for APN 052-270-002.

    Presentation: Angel Hernandez, Community Development Director

    Recommendation:
    Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA APPROVING THE STATEMENT OF COSTS FOR SUMMARY NUISANCE ABATEMENT FOR APN 052-270-002 (27 ACRES UNIMPROVED) AND APPROVING THE RECORDING OF A SPECIAL ASSESSMENT, COLLECTION THEREON AND RELATED ACTIONS PURSUANT TO CHAPTER 18 OF THE CITY CODE.

NEW BUSINESS:

18. Amendment No. 1 to Aztec On-Call Task Order No. 3

    Presentation: Abraham Campos, Public Works Director/City Engineer

    Recommendation:
    Authorize the City Manager to enter into Amendment No. 1 to Task Order No. 3 of Aztec's On-Call Agreement in the amount of $23,719 for Dogwood Road Alignment Study - Interstate to Ross Road and authorize the use of Measure D and budget request towards said task order.

19. Authorization to go out to bid for Routine Janitorial Maintenance for Police Station and Recreation Facilities, as follows: El Centro Community Center, Adult Center, and Old Post Office Pavilion.

    Presentation: Adriana Nava, Community Services Director

    Recommendation:
    Staff recommends that the City Council approve the Request For Proposals and authorize the Community Services Department and Police Department to proceed with the bidding process.

20. Ratify Letter of Support - Guaranteed Income Pilot Program for Older Californians

    Presentation: Daniel Paramo, Interim City Manager

    Recommendation:
    Ratify letter of support request from Institute of Local Government (ILG) as they are working with Comite Civico del Valle (CCV) to submit an application for grant funding for a pilot program through the California Department of Social Services (CDSS).

21. Mass Notification System Presentation

    Presentation: Mario Renteria, Public Information Officer

    Recommendation:
    Presentation Only.

LEGISLATIVE ACTION:

22. Ratify Letter of Support - SB 534 (Padilla): Salton Sea Region Green Empowerment Zone.

INFORMATIONAL ITEM:

23. Received and referred to Community Development Department, Application for Alcoholic Beverage License, Patriot Gas Truck Stop, Inc., 1963 Highway 111, El Centro, CA 92243-9729.

TASK FORCE REPORTS AND MAYOR - COUNCIL MEMBER REPORTS:

CITY MANAGER REPORT:

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet will be available for public inspection at the Office of the City Clerk, 1275 Main Street, El Centro, California 92243, Monday-Friday during normal business hours.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (760)337-4515. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangement to assure accessibility to this meeting.

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-141)

Item: 1.
Meeting: 5/6/2025 4:00 PM
Department: City Manager
Category: Presentation
Prepared by: Gloria Garcia , Staff Asssistant
Department Head:
DOC ID: 2025-141

Proclamation - International Firefighters Day May 4, 2025

CITY MANAGER'S RECOMMENDATION:
N/A

FISCAL IMPACT:
N/A

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/A

BACKGROUND:
N/A

DISCUSSION:
N/A

CONCLUSION:
N/A

ATTACHMENTS:
None

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-148)

Item: 2.
Meeting: 5/6/2025 4:00 PM
Department: City Manager
Category: Presentation
Prepared by: Gloria Garcia , Staff Asssistant
Department Head:
DOC ID: 2025-148

Certificate of Recognition - Dr. Tom Tacke, Teacher of The Year

CITY MANAGER'S RECOMMENDATION:
N/A

FISCAL IMPACT:
N/A

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/A

BACKGROUND:
N/A

DISCUSSION:
N/A

CONCLUSION:
N/A

ATTACHMENTS:
None

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-122)

Item: 3.
Meeting: 5/6/2025 4:00 PM
Department: Police
Category: Resolution
Prepared by: Rene McNish , Lieutenant
Department Head: Robert Sawyer
DOC ID: 2025-122

Adopt Resolution. 25- , APPROVE AND AUTHORIZE THE CITY MANAGER AND POLICE CHIEF, OR THEIR DESIGNEES, TO EXECUTE AN AGREEMENT TO FUND THE EL CENTRO POLICE DEPARTMENT'S PURCHASE OF A NEW COMPUTER-AIDED DISPATCH RECORDS MANAGEMENT SYSTEM BY SUN RIDGE SYSTEMS; AND BY MOTION, AUTHORIZE THE CITY MANAGER AND POLICE CHIEF, OR THEIR DESIGNEES, TO EXECUTE ALL PURCHASE AGREEMENTS, CONTRACTS, LICENSE AGREEMENTS, IMPLEMENTATION SCHEDULES AND OTHER REQUIRED DOCUMENTS, AND TAKE ANY ACTIONS NECESSARY TO IMPLEMENT SUCH AGREEMENTS AND OTHER REQUIRED DOCUMENTS.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution. 25- , APPROVE AND AUTHORIZE THE CITY MANAGER AND POLICE CHIEF, OR THEIR DESIGNEES, TO EXECUTE AN AGREEMENT TO FUND THE EL CENTRO POLICE DEPARTMENT'S PURCHASE OF A NEW COMPUTER-AIDED DISPATCH RECORDS MANAGEMENT SYSTEM BY SUN RIDGE SYSTEMS; AND BY MOTION, AUTHORIZE THE CITY MANAGER AND POLICE CHIEF, OR THEIR DESIGNEES, TO EXECUTE ALL PURCHASE AGREEMENTS, CONTRACTS, LICENSE AGREEMENTS, IMPLEMENTATION SCHEDULES AND OTHER REQUIRED DOCUMENTS, AND TAKE ANY ACTIONS NECESSARY TO IMPLEMENT SUCH AGREEMENTS AND OTHER REQUIRED DOCUMENTS.

FISCAL IMPACT:
A budget allocation not to exceed $850,000 will be processed and included as part of the amended Fiscal Year 2024/2025 Budget for the El Centro Police Department. Final costs will be determined upon completion of vendor agreements and scope of services. The cost for future fiscal years for maintenance will be approximately $74,000 annually and will be included in future department operating budgets.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Community Health, Safety & Welfare

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/A

BACKGROUND:
The El Centro Police Department (ECPD) currently utilizes a legacy records management and dispatch system (CAD/RMS) that lacks the full capabilities required for modern law enforcement operations and has compromised the safety of our staff and the community. After reviewing potential CAD/RMS solutions and conducting outreach to other agencies currently utilizing Sun Ridge Systems RIMS, ECPD has determined that RIMS provides a scalable, integrated solution that meets both current and anticipated needs. RIMS is widely

used by law enforcement agencies throughout California and offers robust CAD/RMS integration, mobile data access, crime analysis tools, and enhanced interoperability with state and federal reporting platforms.

DISCUSSION:

Transitioning to Sun Ridge Systems RIMS will allow the El Centro Police Department (ECPD) to streamline its operations, improve officer safety through real-time data access, and strengthen case reporting, investigation tracking, and analytics capabilities. The system will also integrate with future technology upgrades including our Axon in-car cameras and body-worn camera systems. Training and implementation assistance will be provided by the vendor as part of the onboarding process.

Over the past few months, three CAD/RMS vendors provided user demonstrations to ECPD staff and other agency partners. These vendors have included Mark 43, Oracle, and Sun Ridge Systems. All three vendors have established client agencies in California and offered competitive solutions that achieve system and reporting requirements while providing updated technology and features, such as smart-device compatibility that the current system lacks.

After an extensive review including demonstrations, quote comparisons, and contacting other law enforcement agency users for their feedback, ECPD staff decided that Sun Ridge Systems provides the best available CAD/RMS solution for the City of El Centro. This decision is based on several factors including:

1. Sun Ridge Systems is based in California and has a large in-state client network.
2. Positive feedback regarding responsive customer service.
3. A user-intuitive system that is easy to learn.
4. Competitive pricing that provides a quality product based on positive user reviews.

CONCLUSION:

Approve and authorize the El Centro Police Department's transition to Sun Ridge Systems' RIMS platform and authorize the City Manager and Chief of Police, or their designees, to execute all necessary agreements and documentation to facilitate this transition.

ATTACHMENTS:

1. Sun Ridge Systems Resolution Final
2. El Centro Contract Sun Ridge FINAL

RESOLUTION NO. 25 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE PURCHASE AND LICENSE AGREEMENT WITH SUN RIDGE SYSTEMS TO PURCHASE A NEW CAD/RMS SYSTEM

WHEREAS, the El Centro Police Department relies on a computer aided dispatch and records management system (CAD/RMS) to deliver critical law enforcement services to the El Centro community; and

WHEREAS, the current computer aided dispatch and records management system has not provided a consistent and reliable CAD/RMS solution; and

WHEREAS, the City Council requested that Chief of Police establish a timely course of action to replace the current computer aided dispatch and records management system; and

WHEREAS, after extensive staff investigation, Sun Ridge Systems was found to have a compatible CAD/RMS software program that will work with the El Centro Police Department's current systems; and

WHEREAS,. the cost is not to exceed the amount of eight-hundred and fifty thousand, and zero cents ($850,000).

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.

2. That the City Council does hereby approve the Agreement.

3. That the Interim City Manager or designee is hereby authorized to sign the Agreement on behalf of the City, which Agreement is on file in the Office of the City Clerk.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of 2025.

CITY OF EL CENTRO

By_____

Sonia Carter, Mayor

04/2025/cdz/A25-0047/Reso/SunRidgeSystms

ATTEST:

By _____

Norma Wyles, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

By_____

Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss

CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

By_____

Norma Wyles, City Clerk

SUN RIDGE SYSTEMS, INC.
SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement ("Agreement") is executed in duplicate as of _____, 2025, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and El Centro, a political subdivision of the State of California ("the City") located at 1275 W. Main Street, El Centro, CA 92243

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the City, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software ("Software") and services ("Services") to the City as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C attached hereto and incorporated herein ("Software Support Services Agreement"). All days set out herein are calendar days.

Section 2. City Project Manager. Sun Ridge shall work under the general direction of Lieutenant Aaron Messick or such other officer as designated by City in fulfilling this Agreement.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the City of the Software and Services (the "Project") described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the City agrees to pay Sun Ridge the Total Contract Amount ("Contract Amount") given in Exhibit B according to the following schedule ("Payment Schedule"):

Milestone	Amount of Payment
Contract Signing	25% of Contract Amount
Software Installation Complete	25% of Contract Amount
Training Complete	25% of Contract Amount
Final Acceptance	25% of Contract Amount

The City shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the City, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control.

Section 5. Invoices. Invoices shall be sent to:

bills@ecpd.org

Upon receipt of the invoice, the City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the City within forty-five (45) days after the City's receipt thereof.

In addition to any other amounts for which City is liable under this Agreement, Any invoiced amounts that are due and owing under this Agreement which City fails to pay to Sun Ridge within ninety (90) calendar days after City's receipt of an invoice from Sun Ridge shall thereafter bear

interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.

Section 6. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all training and other Services and the payment by the City to Sun Ridge of the entire Contract Amount. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9.

Section 7. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The City's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software, but does not warrant that the Software is error-free or will perform without interruption. The City has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE CITY FOR THE PRODUCT.

Section 8. Final Acceptance. For forty-five (45) days from the beginning of City's Operational Use of the Software or sixty (60) days after the completion of training by Sun Ridge, whichever comes first (the "Test Period"), the City shall test the system for defects and anomalies. "Operational Use" is defined as the City's use of the Sun Ridge Software in the course of the City's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by City under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, City shall accept or reject the Software as follows:

a. If City determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Sun Ridge, shall process and pay the final milestone of the Contract Amount including any additional outstanding milestone Payment Amounts. Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement (Exhibit C).

b. If City decides to not accept the Software, then it must so notify Sun Ridge in writing within 10 calendar days after the end of the Test Period (a

"Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by City to Sun Ridge, less the cost of project management, installation, data conversion, and training services provided up to the date of termination shall be returned to City by Sun Ridge within thirty (30) days after receipt of the notice. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

c. If City fails to provide a Final Acceptance Notice or a Rejection Notice within 10 (ten) calendar days after the end of the Test Period, then City's final acceptance of the Software shall be considered to have occurred and City and Sun Ridge shall proceed as described in section 8.a above.

Section 9. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the City a nonexclusive and non-transferable license, effective upon the City's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the City's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The City shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The City may use the Software only for the agency that is the subject of this Agreement. The CITY shall not permit any other agency to use the Software unless it has first obtained explicit written agreement from the Sun Ridge to do so;

ii. The City may make a copy of the Software for backup or modification purposes only in support of the City's authorized use of the Software hereunder as Sun Ridge has expressly authorized; and

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party.

iv. The City shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.

v. The City shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

vi. The City shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the City nor anyone using the Software pursuant to this License will modify,

change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

viii. The City acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The City agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 12 of this Agreement.

b. The term of the License shall commence upon Final Acceptance of the Software by the City, and shall continue until the License is terminated as provided below.

i. Sun Ridge may immediately terminate the License in the event of any failure by the City to comply with the terms or conditions of this Agreement by giving written notice of such termination to the City. In the event the City has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the City shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.

ii. The City may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The City acknowledges and agrees that any election by the City to terminate the License hereunder will not entitle the City to any refund of amounts paid or compensation of any kind from Sun Ridge.

iii. Upon any termination or expiration of the License, an authorized representative of the City shall certify in writing to Sun Ridge that all copies of the Software and the Documentation which were the subject of the License have either been destroyed or returned to Sun Ridge as required above.

iv. The provisions of Sections 7 and 11 through 13, inclusive, shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the City elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 10. Indemnity and Insurance.

a. Sun Ridge agrees to indemnify, defend, and hold harmless the City and its officers, directors, employees, and agents (the "City Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any actual infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the City hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the City or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects

or errors in the Software or the City's use or inability to use the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the City expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages.

b. During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

i. Workers' Compensation. Sun Ridge shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers' compensation. Said policy shall also include employer's liability coverage of $1,000,000 per accident for bodily injury or disease.

ii. General Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of $1,000,000 per occurrence for bodily injury, and property damage personal injury; coverage includes products and completed operations,. Said insurance shall provide (1) that the City, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage with a waiver of subrogation as to the City. Said insurance shall operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with City upon the execution of this Agreement, endorsed certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City prior to the effective date of such cancellation, or change in coverage.

Section 11. Termination Rights. Termination can occur in either of two ways: (1) Either party may terminate this Agreement upon material breach of any of the terms of this Agreement by the other Party, after first giving the other party written notice of such breach and thirty (30) days to cure. If the breaching party does not cure the breach within the allotted time, the Agreement will be terminated. (2) A Rejection Notice (per Section 8) is given. In either case, upon termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so.

Section 12. Confidential Information. "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. "Documentation" means those visually readable materials

developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law.

Section 13. General Terms.

a. Governing Law. This Agreement will be construed by and enforced in accordance with the laws of the state of California.

b. Arbitration. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties may agree to first endeavor to settle the dispute in an amicable manner by mediation with a mediator chosen by the Parties.. If Sun Ridge and the City cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the City (or, if a party fails to make a choice, and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the City, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

c. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

d. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

e. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the City at the address indicated in the initial paragraph of this Agreement or to electronic mail address amessick@ecpd.org; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, or

electronic mail address Carolj@SunRidgeSystems.com. Notices may be given by electronic mail transmission to such address as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such address with confirmation of a successful transmission.

f. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

g. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

h. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the City and Sun Ridge. This Agreement is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

This Agreement has been executed by the parties hereto, from the date shown on the first page.

SUN RIDGE SYSTEMS, INC.	City of El Centro
By:	By:
_____	_____
Carol Gomes Jackson	Daniel Paramo
Its: President	Its: Interim City Manager

Exhibit A Scope of Work

Section 1 – Software Licenses

The City has purchased the following software licenses:

- RIMS Computer Aided Dispatch Software
- RIMS Records Management Software
- RIMS Mobile Computer Software
- iRIMS Law Mobile App Software
- RIMS In-Station Mapping Software
- RIMS Property Room Bar Coding Software
- Citizen RIMS Public Access Software
- Officer Training Management Software
- RIMS Collaborate Data Sharing Software

The City has purchased the following RIMS interface software:

- RIMS E911 Link
- RIMS State Link (CLETS) Software
- RIMS Text Paging Software
- RIMS DA Link to eProsecutor Software
- RIMS BWC (AXON) Link Software
- RIMS In-Car Camera Link (AXON)
- RIMS AutoCite Import Software
- RIMS ProQA Link Software
- RIMS Fire Station Printing Software
- RIMS Fire RMS (ESO) Link Software
- RIMS Crossroads Accident Import Software
- RIMS Tablet Command Link Software
- RIMS Turbo Data Parking Citation Link Software
- RIMS First Arriving Digital Dashboard Link Software
- RIMS LaserFiche Link Software
- RIMS Flock Vehicle Alert Integration Software
- RIMS Data Exchange to AXON My90 CAD Link Software

Section 2 - Project Schedule

Upon execution of the Agreement, Sun Ridge and the City shall define a mutually agreed on project schedule.

Section 3 – Hardware/Equipment

Sun Ridge is providing one (1) Worth Data Bar Code Scanner.

Section 4 – Third-Party Software

Sun Ridge is providing no Third-Party software.

Section 5 - Installation

Sun Ridge will install all Sun Ridge provided Software on City provided servers and will provide instruction to the City staff on how to install the client workstation Software and Mobile/App Software. The City's servers and workstations (including desktop and laptop computers as well as Android and/or iOS devices) shall meet the minimum specifications set forth in Section 12. Access to the City supplied servers shall be via unattended remote access using a product called Bomgar by Beyond Trust, provided by Sun Ridge. As part of installation, Sun Ridge will setup a basic system backup process to local disks.

Section 6 – Configuration

Sun Ridge will provide the following sessions to the City's designated RIMS Administrators:

RIMS Configuration and Setup: Consists of up to 24 hours for CAD/RMS of training, conducted via phone and/or remote access. The City's "RIMS Administrators" will be instructed on how to configure RIMS to most closely meet the desired operational procedures of the City. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. Discussions will include:

- Customization of drop-down menu choices for 200+ fields
- The City's dispatch operational decisions
- The City's records management operational decisions
- Paper flow vs paperless vs less paper for records
- Selection of case format type

Section 7 - Map Engineering Services

Sun Ridge will provide map engineering services assuming an ESRI-based map source. This process involves the City supplying an ERSI street centerline file (and layers) to Sun Ridge so that Sun Ridge can build maps for use by the RIMS mapping software products.

Section 8 – Street File (aka "Geofile") Load

The City and Sun Ridge will work together to determine the best street file source. One "load" of this source file into RIMS is included in the scope. If the City determines that additional iterations of the street file are to be loaded (due to updates or corrections) or determines an alternative source for the street file is preferred, Sun Ridge may charge additional fees for the additional loading.

Section 9 - Integration

Sun Ridge will provide RIMS sided interfaces for all third-party software applications listed in Section 1 above. The City must coordinate with third-party vendors to complete and test their portion of the interface.

Section10 – Training

Sun Ridge is providing "end user" training all of which will be conducted on-site at a City provided location(s). Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session, generally following the parameters and total number of classes set forth in the chart below but with the specifics mutually agreed upon by the Parties.

Sun Ridge will provide course materials/handouts in electronic format in advance of the training. A "session" is a repeat of the same class/material.

End User Training

Subject	Sessions Offered	Days Per Session	Total Days	Class Size
CAD/Dispatcher	2	2	4	No more than 1 student per workstation/10 students per session max
Officers/Mobile Training	4	2	8	No more than 2 students per workstation/20 students per session max
Records	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
Property Room	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
Officer Training Management (TIMS) Training	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
IT Go Live Prep	1	1	1	TBD
Admin Review	1	1	1	TBD
Fire Mobiles Training	1	.5	.5	Train the Trainer

In addition, the project includes 8 hours of refresher training, conducted remotely, typically scheduled 3 – 6 months post go live.

Section 11 - Go Live Support

Three (3) Sun Ridge staff will be on site on the day of and the day after go live. Staff will be onsite to answer questions and to address any system problems.

Section 12 - The City's Responsibilities

The City is responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Installation of all remaining smartphone/tablet devices
- Coordinate and schedule resources of the City to include IT staff
- Identify RIMS Administrators
- Identify Data Conversion Review team (can be the same as RIMS Administrators)
- Provide data communications infrastructure (network, wireless, internet, intranet)
- Complete, submit and gain approval of updated DOJ CLETS application
- Coordinate testing of the CLETS Message Switch
- Complete CIBRS re-certification (if required by DOJ)
- Contact third party vendors, and any other required third-parties, and coordinate their schedules and costs they may charge the City to provide, install and test their portion of the interface to RIMS.
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities and workstations (meeting minimum workstations requirements) and ensure access to RIMS training database from the training location(s)
- Training facilities must meet current Federal, State and local guidelines for health and safety, including those that may affect class size and physical configuration
- Make paper copies of class materials and handouts provided by Sun Ridge
- Schedule the City's staff into requisite classes
- Assume any costs for staff overtime or other expenses incurred to support training schedule
- The City will allow **unattended remote access** (during implementation) to Sun Ridge allowing the use of Bomgar by BeyondTrust remote access software so that Sun Ridge may meet its responsibilities under this Agreement
- Purchase a minimum of one (1) DYMO LabelWriter 550 Turbo Label Printer and

minimum one (1) month supply of Dymo Labels # 30256 for Property Room

- The City will provide the following hardware meeting the following minimum specifications:

  - **Database Software:** Microsoft SQL Server software (Standard Edition) required to run the RIMS database.

  - **Servers:** RIMS software supports a traditional hardware platform or a virtual platform. The hypervisor software products supported - VMWare, Hyper-V, and others. You will need one database server and one application server. The application server does not require as much disk or RAM as the database server.

  - **Monitor Resolution: 1920 x 1080**

  - **<u>Minimum Specifications (If using existing PCs and servers)</u>**

Office Workstations	Database Servers
Microsoft Windows 10+	Microsoft Windows Server 2016+
2+ Ghz Processor / i5+	Microsoft SQL Server 2016+
8 GB+ RAM	Intel 2 GHz+ Processor
Any Size Disk Space	16 GB+ RAM
	3x Current System Database Size for Conversion

  - **<u>Minimum Specifications (If purchasing new PCs and servers)</u>**

Office Workstations	Database Servers
Microsoft Windows 10+	Microsoft Windows Server 2022+
i7/i9 Processor	Microsoft SQL Server 2022+
16 GB+ RAM	i7, Xeon, or AMD Equivalent Processor
Any Size Disk Space	32 GB+ RAM
	3x Current System Database Size for Conversion

- **Mobile Computer Specifications:** RIMS Mobile Computer Software/OFR Software and RIMS Mobile Mapping run on Windows laptops or Windows tablets per the following minimum specifications:

  - **Recommended Specifications (If purchasing new Laptops/Tablets)**

Laptops / Tablets
Microsoft Windows 10+
i7/i9 Processor
16 GB+ RAM
Any Size Disk Space

Optional features for Mobile RIMS: include support for touchscreens, locally connected GPS devices (COM-port Serial or network connection to the modem), NFC readers for YubiKeys (MFA), and Driver's License barcode scanning using enabled Getac tablets or DL scanners (Com-port Serial – AAMVA format – purchased separately by the City).

Phone and Tablet Devices: The City must provide connectivity from the Phone or Tablet via the internet back to the City to reach the Application Server. The City must also provide a secure method to reach the Application Server, which can be done in various ways. Most agencies choose to use an agency-provided Virtual Private Network (VPN) or Net-Motion-type product that these devices support. Supported Devices Include:

Android Devices	iOS Devices
Android v13+	iOS v16+

FBI CJIS Requirements: All workstations must comply with FBI CJIS policies, including Multi-Factor Authentication (MFA). MFA can be provided within the Sun Ridge Systems products, or the City can use its own solution. Sun Ridge only offers these two MFA possession solutions: Time-Based One-Time Password (TOTP) Authenticator and physical YubiKeys (purchased by the City). For mobile devices using Mobile RIMS or iRIMS, a Mobile Data Management (MDM) software product may be required, which Sun Ridge does not provide nor sell. The City is responsible for other FBI CJIS requirements, including virus protection, local firewalls, and VPNs.

- **Property Room Specifications:**
  - Provide a minimum of one (1) DYMO LabelWriter 550 Turbo Label Printer
  - Provide a minimum one (1) month supply of Dymo Labels # 30256 for Property Room

Exhibit B – Contract Amount

Item	Price
RIMS Computer-Aided Dispatch and Records Management Software	$210,000
RIMS Mobile Computer Software	$63,000
iRIMS Law iOS/Android App Software	$22,000
RIMS In Station Mapping Software	$32,000
RIMS Property Room Bar Coding Software	$26,000
RIMS Citizen RIMS Public Access Software	$11,000
RIMS E911 Link Software	$13,000
RIMS State Link Software (CLETS)	$16,000
RIMS Text Paging Link Software	$6,000
RIMS Collaborate Data Sharing Software	$12,000
RIMS Officer Training Management Software	$8,000
RIMS DA Link to eProsecutor Link Software	$7,000
RIMS Body Camera Link to AXON Software	$3,000
RIMS AutoCite Import Software	$4,000
RIMS ProQ&A Link Software	$5,000
RIMS Fire Station Printing Software	$7,000
RIMS Fire Records Management Link to ESO Software	$9,000
RIMS to Crossroads Import Link Software	$2,000
RIMS to Tablet Command Link Software	$12,000
RIMS to Turbo Data Parking Link Software	$4,000
RIMS to Car Camera Link to AXON for Auto-tagging Software	$2,000
RIMS to First Arriving Digital Dashboard Link	$3,200
RIMS to Laserfiche Link Software	$2,500
RIMS to Flock Vehicle Alert Integration	$7,200
RIMS Data Exchange to AXON My90 CAD Link	$3,000
Worth Data Bar Coding Equipment **(See Bar Coding Equipment note)**	$1,700
Installation, Training and Project	$172,117
Annual Support and Updates - First Year	$73,485
California Sales Tax	$142
CONTRACT AMOUNT	**$737,344**

Exhibit C – Support Services Agreement

This is a description of the software support, maintenance, and update/upgrade services to be provided by Sun Ridge Systems, Inc. ("SRS") to the City of El Centro ("Licensee") as part of a Software Support Services Agreement ("Agreement"). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on the date of system cutover of the first RIMS product in production use.

Under this agreement SRS agrees to provide the following services to Licensee:

1. **Coverage Hours.** SRS will provide a toll-free phone number and dedicated email address for support purposes during normal service hours. *Normal service hours are defined as Monday-Friday, 8AM-5PM PST, except for New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day ("common holidays").*

   However, for instances where the Licensee's system is completely inoperable due to an SRS software problem ("critical problems") preventing basic system operation, service will be available 24 hours, 7 days a week, common holidays included. Examples of critical problems include:

   - RIMS is down/not responding on multiple workstations
   - Cannot create a call for service (CAD Incident)
   - Cannot issue a case number
   - Unable to access NCIC
   - Other issues that will not allow the user to complete critical tasks

   Licensee will have taken reasonable measures prior to contacting SRS support during non-service hours including:

   - Verified that the issue is not related to just 1 workstation
   - Restarted the workstation in question
   - Contacted in-house IT support if the issue is related to network or server errors
   - Verified the issue is critical enough that it cannot wait until normal support hours

2. **SRS Response to reported problems**. SRS agrees to provide service and assistance as expeditiously as possible as follows:

   a. Most problems will be resolved with the initial phone call or email.

b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.

- For critical problems, SRS personnel will work with Licensee until the situation is resolved.
- For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee SRS will endeavor to provide a solution or workaround within 72 hours of the problem being reported to SRS by the Licensee.
- For other problems SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.

3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee's system when a problem is reported. SRS uses BeyondTrust remote access software for secure installation and follow-on support services. BeyondTrust software provides superior security and does so over an ordinary internet connection via an SRS server that hosts a BeyondTrust security hardware device.

   If Licensee does not allow unattended access, the SRS response to a service request may be delayed until a responsible party of the Licensee allows access. Once remote access is obtained, SRS will examine data files, investigate reported problems, and provide updates and corrections as necessary.

4. **Provision of software updates.** SRS will provide all new enhanced and updated versions of software licensed to Licensee at no additional cost. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.

5. **Term**. The term of the support period shall be one year from the date of system cutover and shall be annually renewed for another year upon payment of invoice. Payment for the year is due in advance the day the services begin. Non-payment of the support invoice within 60 days as shall be cause for terminating or suspending support services at the discretion of SRS.

6 **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.

7. **Limitations**. SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. (SRS reserves the right to charge for diagnostic services in the event it is

determined that the reported issue is not attributable to RIMS.) Also specifically excluded is responsibility for administration, support, or maintenance of Licensee' server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, such support services will be provided at SRS's then current rate and under terms and conditions that SRS may require.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners, and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a problem is RIMS

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-127)

Item: 4.
Meeting: 5/6/2025 4:00 PM
Department: Finance
Category: Resolution
Prepared by: Elizabeth Fuchen, Interim Finance Director
Department Head: Elizabeth Fuchen
DOC ID: 2025-127

Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE EL CENTRO BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE EL CENTRO BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH.

FISCAL IMPACT:

Will be the first step in determining the coming year’s assessment for The District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

N/A

BACKGROUND:

On an annual basis, the Buena Vista Landscape and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer’s Report for the District. Prior to holding a public meeting on this issue, the items noted in the Resolutions presented to you in this document must be processed.

DISCUSSION:

CONCLUSION:

Staff recommends Adoption of Resolution No. 25- , A Resolution Of The City Council Of The City Of El Centro Initiating Proceedings For The Levy And Collection Of Assessments For The El Centro Buena Vista Landscaping And Lighting District For Fiscal Year 2025-2026 And Ordering The Preparation Of An Engineer's Report In Connection Therewith.

ATTACHMENTS:

1. Levy & Collection - Buena Vista Intent

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE EL CENTRO BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH

WHEREAS**,** the City Council of the City of El Centro, California (the "City Council"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California beginning with Section 22500* (the " Act"), desires to levy and collect annual assessments for the Buena Vista Landscaping and Lighting District (the "District") to pay for the operation, maintenance and servicing of the landscaping improvements and all appurtenant facilities related thereto. The Act provides for the levy of such assessments by the County on behalf of the City pursuant to *Chapter 4, Article 2*; and

WHEREAS**,** the District and the associated assessments are in compliance with the provisions of California Constitution Article XIIID; and

WHEREAS**,** the City Council has retained Willdan Financial Services as the engineer for the purpose of assisting with the annual levy of the District and to prepare and file an engineer's report with the City Clerk in accordance with the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

1. That the above recitals are true and correct.

2. That the City Council hereby proposes to levy and collect assessments against the lots and parcels of land within the District to pay for the costs and expenses of the improvements described in section 3 hereof for the fiscal year commencing July 1, 2025 and ending June 30, 2026, pursuant to the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code (the "Act") and as provided by Article XII D of the California Constitution.

3. That the general location and boundaries of the District are shown on maps on file in the office of the City Clerk, are incorporated herein by reference, and open to public inspection.

4. That the proposed improvements may be briefly described as follows: the operation, maintenance and servicing of street lighting, turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, street lighting and associated appurtenant facilities located within the streetscape (and perimeter

landscaping) surrounding the developments. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the street lighting, ornamental structures, landscaping and appurtenant facilities, including repair, removal or replacement of all or part of any of the street lighting, ornamental structures, landscaping or appurtenant facilities. Servicing means the furnishing of electricity for the street lighting and operation of the ornamental structures, landscaping, and appurtenant facilities, and water for the irrigation and control of the landscaping and the maintenance of any of the ornamental structures, landscaping, lighting and appurtenant facilities.

5. That the City Council hereby designates Willdan Financial Services as the Engineer for the purposes of these proceedings and orders the engineer to prepare and file with the City Clerk a written report in accordance with Article XIIID, Section 4 of the California Constitution and Article 4 (commencing with Section 22565) of Chapter 1 of the Act for Fiscal Year 2025-2026 commencing July 1, 2025 and ending June 30, 2026. Such report shall refer to the District by its distinctive designation.

6. That lots or parcels within the District that are owned or used by any county, city, city and county, special district or any other local or regional governmental entity, the State of California or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025.

CITY OF EL CENTRO

By_____
Sonia Carter, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-128)

Item: 5.
Meeting: 5/6/2025 4:00 PM
Department: Finance
Category: Resolution
Prepared by: Elizabeth Fuchen, Interim Finance Director
Department Head:
DOC ID: 2025-128

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE EL CENTRO BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE EL CENTRO BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026

FISCAL IMPACT:
Will be the first step in determining the coming year's assessment for The District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
On an annual basis, the El Centro Buena Vista Landscape and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. Prior to holding a public meeting on this issue, the items noted in the Resolutions presented to you in this document must be processed.

DISCUSSION:

CONCLUSION:
Staff recommends adoption of Resolution No. 25- , Resolution Of The City Council Of The City Of El Centro, For Preliminary Approval Of The Engineer's Annual Levy Report Regarding The El Centro Buena Vista Landscaping And Lighting District; And The Levy And Collection Of Annual Assessments Related Thereto For Fiscal Year 2025-2026

ATTACHMENTS:
1. Engineers Report - Buena Vista Intent
2. FY2526 El Centro Buena Vista Engineer's Report_IM

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE EL CENTRO BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026

WHEREAS, the City Council for the City of El Centro, California (the "City Council") has, by previous resolution, ordered the preparation of an engineer's report (the "Report") regarding the assessment district designated as the Buena Vista Landscaping and Lighting District (the "District"), and the levy and collection of assessments related thereto for Fiscal Year 2025-2026, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (the "Act"); and

WHEREAS, there has now been presented to this City Council the Report as required by Chapter 3, Section 22623 of the Act; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminary satisfied with the District, the improvements described therein and each of the budget items and documents as set forth therein and is satisfied that the proposed annual assessments, on a preliminary basis, have been assigned in accordance with the special benefits received from the improvements, operation, administration, maintenance and services to be performed within the District, as set forth in the Report.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the above recitals are true and correct.

2. That the Report as presented consists of the following:

   - A description of improvements;
   - A diagram of the District;
   - The proposed annual budget for the fiscal year (costs and expenses);
   - The method of apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment; and
   - The District roll containing the levy for each assessor parcel number within the District commencing Fiscal Year 2025-2026.

3. That the District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIIID.

4. That the Report is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

5. That the City Clerk shall certify to the passage and adoption of this resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of , 2025.

CITY OF EL CENTRO

By_____
Sonia Carter, Mayor

ATTEST:

By_____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By_____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By_____
Norma Wyles, City Clerk

City of El Centro

Buena Vista
Landscape and Lighting District

2025/2026 Engineer's Report

Intent Meeting: May 6, 2025
Public Hearing: June 3, 2025

27368 Via Industria, Suite 200
Temecula, California 92590
T. 951.587.3500 800.755.6864
F. 951.587.3510 888.326.6864

www.willdan.com

WILLDAN

ENGINEER'S REPORT AFFIDAVIT

Buena Vista Landscaping and Lighting District

The District includes the parcels of land within the residential and commercial subdivisions known as

Buena Vista

City of El Centro,
County of Imperial, State of California

This Report identifies the parcels within the Buena Vista Landscaping and Lighting District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Imperial County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of El Centro

By: _____
Michelle Laase
Project Manager, District Administration Services

By: _____

Tyrone Peter
P.E. # C 81888

PRELIMINARY APPROVAL

This Engineer's Report and the proposed assessments described herein have been preliminarily approved by the City Council of the City of El Centro on this _____ day of _____, 2025.

_____
Norma Wyles, CMC
City Clerk
City of El Centro

FINAL APPROVAL

This Engineer's Report, the improvements and assessments described herein were approved and adopted by the City Council of the City of El Centro on this _____ day of _____, 2025.

_____
Norma Wyles, CMC
City Clerk
City of El Centro

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY *1*

A. INTRODUCTION 1

II. PLANS AND SPECIFICATIONS *2*

A. DESCRIPTION OF THE DISTRICT 2
B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT 2
C. DESCRIPTION OF IMPROVEMENTS AND SERVICES 3

III. METHOD OF APPORTIONMENT *5*

A. GENERAL 5
B. PROPOSITION 218 BENEFIT ANALYSIS 5
C. SPECIAL BENEFIT ANALYSIS 7
D. ASSESSMENT METHODOLOGY 8
E. ASSESSMENT RANGE FORMULA 11

IV. DISTRICT BUDGET *12*

A. DESCRIPTION OF BUDGET ITEMS 12
B. PROPOSED BUDGET FISCAL YEAR 2025/2026 15
C. HISTORICAL RATES 17
D. CAPITAL IMPROVEMENT PLANS 17

V. DISTRICT DIAGRAM *18*

VI. 2025/2026 ASSESSMENT ROLL *19*

I. EXECUTIVE SUMMARY

A. INTRODUCTION

The City of El Centro ("City") created the Buena Vista Landscaping and Lighting District ("District") in order to provide for the ongoing operation, maintenance and servicing of median landscaping, certain perimeter landscaping and street lighting improvements installed in connection with development of properties within the District. This District provides the financial mechanism (annual assessments) by which the ongoing operation, maintenance and servicing of these improvements are funded. The District was formed in 2004 and annual assessments are levied pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act")* and in compliance with the substantive and procedural requirements of the "*California State Constitution*" *Article XIIID* ("Article XIIID").

This Engineer's Annual Levy Report ("Report") describes the District and the proposed assessments for Fiscal Year 2025/2026. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming Fiscal Year. Parcels within the District are assessed proportionately for only those improvements and services that are a special benefit.

The District boundaries, improvements and services, method of apportionment and assessments described in this Report are based on current development and improvement plans including the estimated direct expenditures, incidental expenses and reserves associated with the maintenance and servicing of the improvements. These detailed plans and specifications approved by the City are made part of this Report by reference.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessment Number by the Imperial County ("County") Assessor's Office. The County Auditor/Controller uses Assessment Numbers and specific Fund Numbers to identify properties assessed on the tax roll for special district benefit assessments.

Following consideration of public comments and written protests at a noticed Public Hearing, the City Council may confirm the Report as submitted or amended and order the levy and collection of assessments for Fiscal Year 2025/2026 pursuant to the 1972 Act. The assessment information approved will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

II. PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The District consists of the lots, parcels and subdivisions of land located in the development area described below:

- Buena Vista: The District encompasses the area of land identified by the County Assessor's Office as Buena Vista Sub Units 1 through 4. It is located on the west side of 8th Street, between McCabe Road and Interstate 8.
- 465 single-family residential lots have been created within these Sub Units.

The District Diagram is presented in Part V of this Report.

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;

- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. DESCRIPTION OF IMPROVEMENTS AND SERVICES

Landscape Improvements

The landscaping improvements may include, but are not limited to landscaping material and facilities within the District. These improvements include turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (and perimeter landscaping) surrounding the developments, specifically:

- Perimeter Landscaping at the locations and with the approximate composition, which follow. The square footage of area to be maintained for each development was estimated at a constant 5 feet width multiplied by a variable length of perimeter where the development adjoins a street. The length was taken from the Landscape Construction Plans measurement where available and approximated manually where the fore-mentioned measurements were not available.
  - 8th Street and Imperial Avenue – 14,146.80 square feet of shrubs;
  - 8th Street and Imperial Avenue – 6,445.77 square feet of groundcover;

- 8th Street, Imperial Avenue, Manuel A. Ortiz Avenue, and Fieldview Avenue – 225 trees.

- Perimeter Hardscape at the following locations and compositions:
  - 8th Street, Imperial Avenue, Manuel A. Ortiz Avenue, and Fieldview Avenue – 30,200 square feet of concrete sidewalk;
  - 8th Street and Imperial Avenue – 2,910 linear feet of slump block wall;
  - 8th Street – 160 linear feet of entry monument; and
  - 8th Street – 13,620 square feet of decomposed granite.

(The total perimeter landscape and hardscape area is estimated at approximately 88,523 square feet.)

- Retention Basin maintenance, including, but not limited to trash removal, weed clearing and other necessary maintenance to keep the basin operating properly.

- In Fiscal Year 2024/2025 the City completed construction of Buena Vista Park, a four (4) acre neighborhood park located on land within the District's retention basin, north of Fieldview Ave. and south of Manuel Ortiz Ave. The park is only accessible from local streets within the District. The park includes:
  - 2.30 acres of park space including a basketball court, a play area, benches, light fixtures, and water fountains; and,
  - 1.37 acres of low mow turf green area, which functions as part of the retention basin; and,
  - 2,240 lineal feet of multipurpose trail around the park and retention basin; and,
  - 97 drought tolerant trees; and,
  - 40 low water use plants.

Public Street Lighting Improvements

The street lighting improvements may include but are not limited to electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities associated with:

- Public street lighting within the residential subdivisions;
- Public street lighting, traffic signals and other public lighting facilities on the streets surrounding or adjacent to the developments and other public areas associated with or necessary for development of properties within the District.

III. METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Furthermore, Article XIIID Section 4 of the California Constitution ("Constitution") states that:

> *"The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of the public improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided..."*

The formula used for calculating assessments reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

B. PROPOSITION 218 BENEFIT ANALYSIS

The costs of the improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as an essential component and local amenity that provides a direct reflection and extension of the properties within the District, for which the property owners and residents have expressed a high level of support.

This District was formed to provide and establish landscape and lighting enhancement that affects the presentation of the surrounding properties and developments and will directly benefit the parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape improvements within the existing Buena Vista Landscape and Lighting District as well as provide for the annual maintenance of those improvements, and the assessment revenues generated for the District will be used solely for such purposes.

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIIID addresses several key criteria for the levy of assessments, notably:

Article XIIID Section 2d defines District as follows:

"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";

Article XIIID Section 2i defines special benefit as follows:

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

Article XIIID Section 4a defines proportional special benefit assessments as follows:

"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape and lighting improvements in the District, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either "general benefit" (not assessed) or "special benefit".

C. SPECIAL BENEFIT ANALYSIS

Each of the improvements, the associated costs and assessments have been carefully reviewed, identified and allocated based on special benefit pursuant to the provisions of the Constitution and the 1972 Act. The improvements associated with this District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential, consistent with the proposed development plans. As such, these improvements would be necessary and required of individual property owners for the development of such properties and their ongoing operation; maintenance and servicing of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of ensuring the operation, maintenance and servicing of the improvements are of direct and special benefit to the properties.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the District receives benefit from the improvements. The desirability and security of properties is enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with the landscaping improvements specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties providing a positive representation of the area and properties;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping;
- Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Enhanced quality of life through well-maintained green belts and landscaped areas;
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti; and
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and aid to police protection;
- Increased nighttime safety on roads and streets;
- Improved ability of pedestrians and motorists to see;
- Improved ingress and egress to and from property;
- Reduced vandalism and other criminal act and damage to improvements or property; and
- Improved traffic circulation and reduced nighttime accidents and personal property loss.

The preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

Although the improvements include public easements, right-of-ways, streets and other amenities available or visible to the public at large, the construction and installation of these improvements are only necessary for the development of properties within the District and are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

The neighborhood park space was designed and constructed to be a special benefit to the existing properties within the District. It is accessible from within the District, there are no restroom facilities, and the lighting does not extend to the field. For these reasons, the City has determined that the park does not provide a special benefit to property outside the District. However, the park is open to the public and may be used from time to time by those outside the District. Therefore, the City will contribute a portion of the park costs from sources other than assessment to ensure only special benefits are assessed. Additionally, playground equipment and basketball court maintenance and replacement will be funded by sources other than the District assessment.

D. ASSESSMENT METHODOLOGY

The method of apportionment for the District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of the parcel based on the parcel's actual land use or proposed planned development and is reliant upon the special benefit received from the improvements planned within the District. The development is a Single Family Residential development, and it has been determined that the planned residential parcels benefit equally from the improvements.

Equivalent Benefit Units:

To assess benefits equitably, it is necessary to relate each property's proportional special benefits to the special benefits of other properties within the District. The Equivalent Benefit Unit method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Benefit Unit (EBU). The other land uses are converted to EBUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

The EBU method of apportioning special benefits is typically seen as an appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

EBU Application by Land Use:

Single-Family Residential — This land use is defined as a fully subdivided residential home site with or without a structure. This land use is assessed 1.0 EBU per lot or parcel. This is the base value that the other land use types are compared to and weighted against (i.e. Equivalent Benefit Unit or "EBU").

Multi-Family Residential — This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property. This land use is assessed 1.0 EBU per dwelling unit.

Planned-Residential Development — This land use is defined as any property not fully subdivided with a specific number of proposed residential lots or dwelling units to be developed on the parcel. This land use type is assessed at 1.0 EBU per planned (proposed) residential lot or dwelling unit.

Vacant Single-Family Residential — This land use is defined as property currently zoned for single-family detached residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

Vacant Multi-Family Residential — This land use is defined as property currently zoned for multi-family residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

Vacant Commercial — This land use is defined as property currently zoned for commercial use, but not specifically identified as commercial property. This land use is assessed at 1.0 EBU per acre. Parcels less than 1 acre are assigned a minimum of 1.0 EBU. Parcels over 50 acres are assigned a maximum of 50 EBU.

Developed Commercial — This land use is defined as property developed for either commercial or industrial use. This land use type is assessed at 4.0 EBU per gross acre. Parcels less than 0.25 acres are assigned a minimum of 1.0 EBU and there is no maximum acreage cap, as is the case with Vacant Commercial Property.

Recreational or Limited Commercial Use — This land use is defined as property used for recreational or commercial use that is not part of the improvements provided by the District. This land use classification may include, but is not limited to, golf courses, commercial parking lots or commercial properties where less than ten percent of the total acreage has been developed. This land use is assessed at 2.0 EBU per acre. Similar to Commercial properties, there is no maximum acreage cap for this land use, but parcels less than 0.5 acres are assigned a minimum 1.0 EBU.

Exempt Parcels — This land use identifies properties that are not assessed and are assigned 0.0 EBU. This land use classification may include, but is not limited, to lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways including greenbelts and parkways; utility right-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed; park properties and other publicly owned properties that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore not assessed.

The following table provides a listing of land use types, land use code designations, the Equivalent Benefit Unit factor applied to that land use type, and the multiplying factor used to calculate each parcel's individual EBU.

Land Use Codes and Equivalent Benefit Units

Property Type	Land Use Code	Equivalent Benefit Unit	Multiplier
Single-Family Residential	SFR	1.0	Lot/Parcel
Multi-Family Residential	MFR	1.0	Dwelling Unit
Planned Residential Development	PRD	1.0	Planned Residential Lot or Dwelling Unit
Vacant Single-Family Residential	SFV	0.5	Parcel
Vacant Multi-Family Residential	MFV	0.5	Parcel
Vacant Commercial	CMV	1.0	Acreage
Developed Commercial	COM	4.0	Acreage
Recreational or Limited Commercial Use	REC	2.0	Acreage
Exempt	XMT	0.0	Parcel

The benefit formula applied to parcels within the District is based on the preceding Equivalent Benefit Unit (EBU) table. Each parcel's EBU correlates the parcel's special benefit received as compared to the other parcels benefiting from the improvements. The following formula is used to calculate each parcel's EBU (proportional benefit).

Parcel Type EBU x Acres/Dwelling Units/Parcel/Lot = Parcel EBU

The total number of Equivalent Benefit Units (EBUs) is the sum of individual EBUs applied to parcels that receive special benefit from the improvements. An assessment amount per EBU ("Rate") is established by taking the net total cost of the improvements and dividing that amount by the total number of EBUs of the parcels benefiting from the improvements. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for that improvement.

Total Balance to Levy / Total EBU = Rate per EBU

Rate per EBU x Parcel EBU = Parcel Levy Amount

E. ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (California Constitution Articles XIIIC and XIIID), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District formation, balloting of property owners was conducted pursuant to the Constitution Article XIIID Section 4. The property owner ballots included an Assessment to be approved, as well as the approval of an assessment range formula.

The Maximum Assessment Rate is equal to the initial Assessment Rate approved by property owners adjusted annually by the percentage increase of the Local Consumer Price Index (CPI) for San Diego-Carlsbad, CA Area for All Urban Consumers from January to January. For Fiscal Year 2025/2026, the percentage increase of the local CPI is 3.81%.

Beginning in the second Fiscal Year of the District (Fiscal Year 2005/06) and each Fiscal Year thereafter, the Maximum Assessment Rate will be recalculated and a new Maximum Assessment Rate established. The Maximum Assessment Rate is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment rate per EBU for any Fiscal Year that is less than or equal to this Maximum Assessment Rate is not considered an increased assessment.

IV. DISTRICT BUDGET

A. DESCRIPTION OF BUDGET ITEMS

The following is a brief description of the costs associated with the improvements and services funded through the District.

DIRECT COSTS:

***Maintenance Costs/Labor* —** Includes all regularly scheduled labor and general maintenance cost including all wages, salaries, benefits and contract services required to properly maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

***Landscaping Supplies* —** Includes all, materials, supplies, (e.g. pipe, fertilizer, insecticides, fuel, cleaning material etc.), and equipment, (e.g. communication, small tools, rentals, machinery etc.), required to operate, maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

***Utilities* —** The furnishing of water and electricity required for the operation and maintenance of the improvements and facilities.

***Miscellaneous Expenses* —** This item includes repairs to the improvements and facilities that are not included in the yearly maintenance costs. This may include repair of damaged amenities due to vandalism, storms, etc. Also included may be planned upgrades or replacements of the improvements and equipment that provide a direct benefit to the District.

ADMINISTRATION COSTS:

***District Administration* —** May include all or a portion of the administrative and professional service costs associated with the coordination of District services and operations including response to public concerns and education and procedures associated with the levy and collection of assessments.

***Professional Fees for Administration* —** This budget item includes the costs of contracting with professionals to provide administrative, legal or engineering services specific to the District.

***County Per Parcel Fee* —** This is the cost to the District for the County to collect assessments on the property tax bills.

LEVY ADJUSTMENTS:

***Reserve Fund Collection/ (Transfer)* —** The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a),* provides for a District Reserve Fund. This Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through December 10th or when the County typically provides the City with the first installment of assessments collected from

the property tax bills (typically January or February). Negative amounts shown for this budget item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and also provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Interest Credit – This amount is the interest earnings for the District.

Capital Improvement Fund Collection/(Transfer) – The 1972 Act pursuant to *Chapter 5, beginning with Section 22660,* provides for the District to establish by resolution an assessment installment plan for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Depending on the nature of the planned improvements, the collection of funds necessary to complete the project may be collected over a period up to thirty years, but typically not more than five years. The funds collected shall be accumulated in a separate improvement fund commonly referred to as a Capital Improvement Fund (CIF) and are not considered part of the regular maintenance of the improvements or the Reserve Fund.

Because the money accumulated in the Capital Improvement Fund is for a specific planned project (budgeted separately), the amount shown for this item in the annual budget will typically be a positive number representing the amount being collected that year as part of the Balance to Levy. A negative number (Contribution) should only occur after the project has been completed and excess funds are being credited back to the District's regular accounts. The actual fund balances and expenditures for Capital Improvements are clearly identified under the Fund Balance Information section of the Budget.

General Fund Loan Repayment/(Advances) — This item represents repayments of amounts that had been temporarily advanced to the District from other revenue sources (usually the General Fund) or represents funds being loaned to the District for the current Fiscal Year that must be repaid by future assessments. Similar to the Reserve Collection/ (Contribution) line item, this item directly impacts the Reserve Fund Balances either positively or negatively.

Repayments are shown as a positive number and represent additional money being collected in the current annual assessment to repay a prior loan. These loans are typically for capital improvement expenditures or unforeseen expenditures incurred in prior years and Reserve Fund monies were not sufficient to cover the expenses. To ensure the ongoing operation and maintenance of the improvements, the City may advance funds to the District as a temporary loan to meet current expenditures and collect repayment of the loan through the annual assessments the following year or possibly over several years. Generally, all available Reserve Funds are exhausted before a temporary loan is advanced to the District and the Beginning Reserve Fund Balance will be a negative number

indicating the loan amount is still outstanding. A loan for the current fiscal year (Contribution) is shown as a negative number. If the District is expected to incur significant expenditures in the current fiscal year for special services or capital improvements (upgrades or refurbishing of the improvements) and the proposed assessment revenues (annual assessments) and/or available Reserve Funds are not sufficient to cover the expenditures, the City may advance funds to the District as a temporary loan to meet the proposed expenditures.

Balance to Levy — This is the total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of Total Direct and Administration Costs, the Reserve Collection/ (Contribution), Replenishment/ (Contribution), and Other Revenue Sources.

DISTRICT STATISTICS:

Total Parcels — The total number of parcels within the District.

Total Parcels Levied — The total number of parcels within the District that are assessed. Non-assessable lots or parcels include properties that have been determined to receive no special benefits from the improvements and may include land principally encumbered by public or other right-of-ways or easements, common areas, and/or parcels that have restricted use or development potential.

Total Equivalent Benefit Units — The typical single-family residential parcel is assigned one (1.0) Equivalent Benefit Unit. Every other land-use or property type is assigned EBUs based on an assessment formula that equates the property's specific development status, type of development (land-use), and size, to a typical single-family residential parcel.

Applied Levy per EBU — This amount represents the assessment rate being applied to each EBU. The Levy per EBU is the result of dividing the total Balance to Levy, by the sum of the Total Equivalent Benefit Units to be assessed.

B. PROPOSED BUDGET FISCAL YEAR 2025/2026

100% Personnel Costs

City of El Centro

Buena Vista Landscaping and Lighting Assessment
Fiscal Year 2025/26
Fund Number: 923

Levy Components	Special Benefit
DIRECT COSTS	
Maintenance Costs/Labor	$32,000
Landscaping Supplies	50,000
Utilities: Water	6,000
Utilities: Electricity	1,500
Miscellaneous Expenses	900
Subtotal Direct Costs	**$90,400**
ADMINISTRATION COSTS	
District Administration	$40,080
Professional Fees for Administration	4,953
County Fee	111
Subtotal Administration Costs	**$45,145**
TOTAL DIRECT AND ADMINISTRATION COSTS	**$135,545**
LEVY ADJUSTMENTS	
Reserve Fund Collection/(Transfer)	($32,491)
Interest Credit	(2,000)
Capital Improvement Fund Collection/(Transfer)	0
General Fund Loan Repayment/(Advances)	0
TOTAL LEVY ADJUSTMENTS	**($34,491)**
BALANCE TO LEVY	**$101,054**
DISTRICT STATISTICS	
Total Parcels	467
Total Parcels Levied	465
Total Equivalent Benefit Units	465.00
Applied Levy per Benefit Unit	**$217.32**
Maximum Levy per Benefit Unit (Current Fiscal Year)	**$217.32**
RESERVE INFORMATION	
Beginning Projected Reserve Balance 07/01/2025	$36,817
Collection/(Transfer)	(32,491)
General Fund Loan Repayment/(Advances)	0
Ending Projected Reserve Balance 06/30/2026	**$4,326**

50% Personnel Costs

City of El Centro	
Buena Vista Landscaping and Lighting Assessment Fiscal Year 2025/26 Fund Number: 923	
Levy Components	**Special Benefit**
DIRECT COSTS	
Maintenance Costs/Labor	$32,000
Landscaping Supplies	50,000
Utilities: Water	6,000
Utilities: Electricity	1,500
Miscellaneous Expenses	900
Subtotal Direct Costs	**$90,400**
ADMINISTRATION COSTS	
District Administration	$21,790
Professional Fees for Administration	4,889
County Fee	111
Subtotal Administration Costs	**$26,790**
TOTAL DIRECT AND ADMINISTRATION COSTS	**$117,190**
LEVY ADJUSTMENTS	
Reserve Fund Collection/(Transfer)	($34,736)
Interest Credit	(2,000)
Capital Improvement Fund Collection/(Transfer)	0
General Fund Loan Repayment/(Advances)	0
TOTAL LEVY ADJUSTMENTS	**($36,736)**
BALANCE TO LEVY	**$80,454**
DISTRICT STATISTICS	
Total Parcels	467
Total Parcels Levied	465
Total Equivalent Benefit Units	465.00
Applied Levy per Benefit Unit	**$173.02**
Maximum Levy per Benefit Unit (Current Fiscal Year)	**$217.32**
RESERVE INFORMATION	
Beginning Projected Reserve Balance 07/01/2025	$36,817
Collection/(Transfer)	(34,736)
General Fund Loan Repayment/(Advances)	0
Ending Projected Reserve Balance 06/30/2026	**$2,081**

C. HISTORICAL RATES

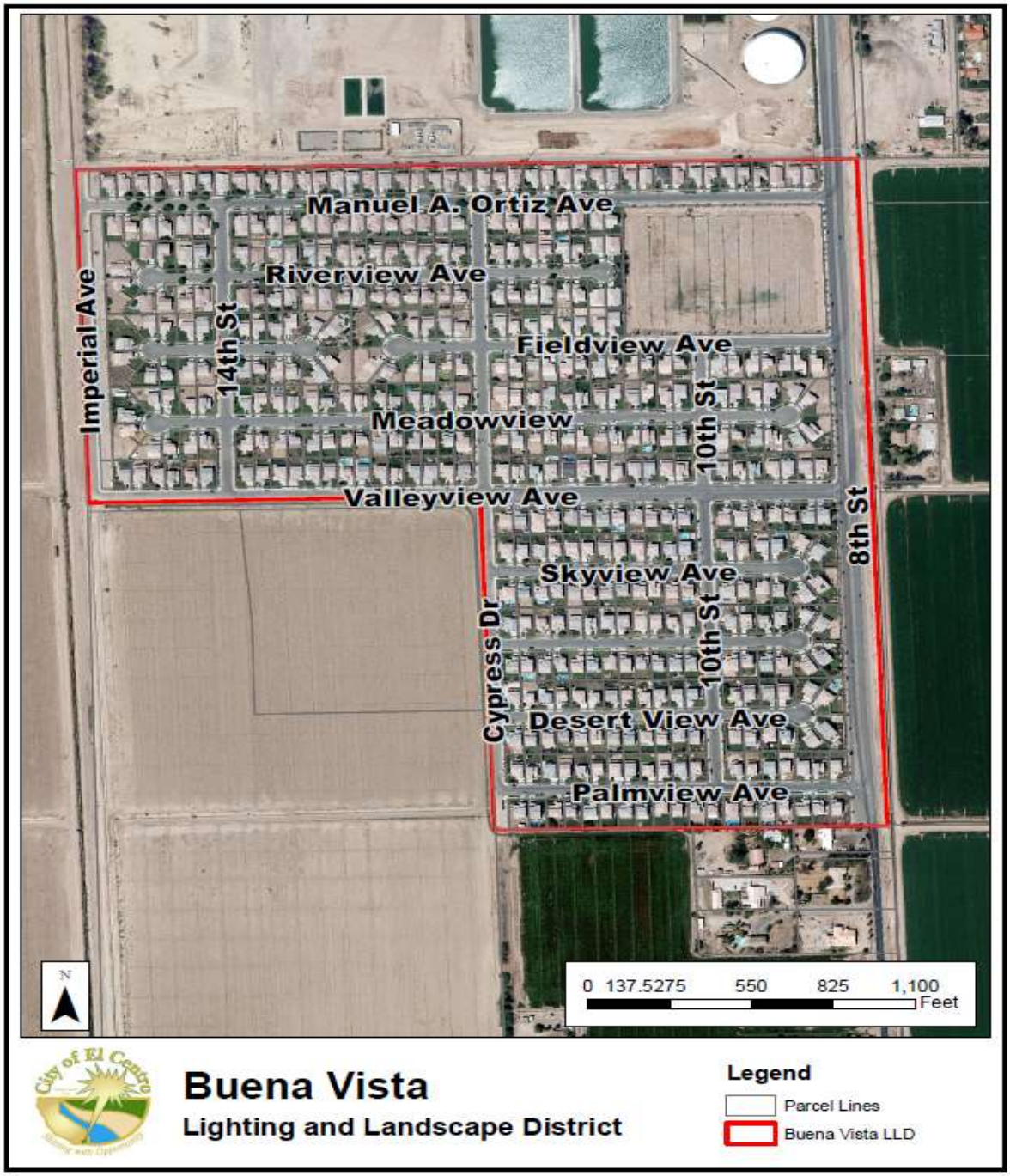
Fiscal Year	CPI	Applied Rate	Max Rate
2004/05	N/A	$119.00	$119.00
2005/06	3.65%	$123.34	$123.35
2006/07	3.67%	$127.86	$127.87
2007/08	3.40%	$66.10	$132.22
2008/09	2.29%	$68.49	$135.24
2009/10	3.85%	$71.40	$140.45
2010/11	0.00%	$71.40	$140.45
2011/12	1.32%	$71.40	$142.31
2012/13	3.03%	$71.40	$146.62
2013/14	1.60%	$10.00	$148.97
2014/15	1.31%	$10.00	$150.92
2015/16	1.85%	$10.00	$153.72
2016/17	1.62%	$10.00	$156.20
2017/18	1.96%	$10.00	$159.27
2018/19	3.01%	$10.00	$164.07
2019/20	2.58%	$10.00	$168.28
2020/21	2.30%	$10.00	$172.15
2021/22	1.69%	$46.14	$175.06
2022/23	8.22%	$92.28	$189.46
2023/24	6.45%	$115.36	$201.67
2024/25	3.80%	$144.20	$209.33
2025/26	3.81%	TBD	$217.32

D. CAPITAL IMPROVEMENT PLANS

There are no projects planned in the District at this time.

V. DISTRICT DIAGRAM

The Diagram for the Buena Vista Landscaping and Lighting District is on file with the City Clerk and by reference herein is made part of this Report. The parcels within the Buena Vista Landscaping and Lighting District consist of the lots, parcels and subdivisions of land shown on the Imperial Assessor's parcel maps. The lines and dimensions shown on the County Assessor Parcel maps for the current year are incorporated by reference herein and made part of this Report.



VI. 2025/2026 ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Imperial County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps. A listing of the current assessor parcels to be assessed within this District along with the assessment amounts is provided in the Assessment Roll on file at the Office of the City Clerk.

City of El Centro
Buena Vista Landscaping and Lighting Assessment
Preliminary Assessment Roll
Fiscal Year 2025/26

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-551-001-000	802 MANUEL ORTIZ AVE	SFR	1.00	$217.32	
054-551-002-000	826 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-003-000	850 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-004-000	874 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	
054-551-005-000	898 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	
054-551-006-000	902 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	
054-551-007-000	926 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-008-000	950 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-009-000	974 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	
054-551-010-000	998 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-011-000	1002 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-012-000	1026 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-013-000	1050 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-014-000	1074 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-015-000	1098 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	
054-551-016-000	1102 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	
054-551-017-000	1122 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-018-000	1140 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	
054-551-019-000	1160 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-020-000	1178 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-021-000	1198 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-022-000	1202 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-023-000	1216 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-024-000	1230 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	
054-551-025-000	1244 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-026-000	1258 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-027-000	1272 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-028-000	1286 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-029-000	1298 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-030-000	1302 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-031-000	1318 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-032-000	1334 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-033-000	1350 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-034-000	1364 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-035-000	1382 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-036-000	1398 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-037-000	1402 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-038-000	1416 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-039-000	1430 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-040-000	1444 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-041-000	1458 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-042-000	1472 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-551-043-000	1486 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-551-044-000	1498 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	
054-552-001-000	1219 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-552-002-000	1203 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-552-003-000	1202 RIVERVIEW AVE	SFR	1.00	217.32	
054-552-004-000	1218 RIVERVIEW AVE	SFR	1.00	217.32	
054-552-005-000	1399 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-552-006-000	1383 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-552-007-000	1365 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-552-008-000	1351 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-552-009-000	1335 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-552-010-000	1319 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-552-011-000	1303 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-552-012-000	1299 MANUEL ORTIZ AVE	SFR	1.00	217.32	

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-552-013-000	1283 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-552-014-000	1265 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-552-015-000	1251 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-552-016-000	1235 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-552-017-000	1234 RIVERVIEW AVE	SFR	1.00	217.32	
054-552-018-000	1250 RIVERVIEW AVE	SFR	1.00	217.32	
054-552-019-000	1264 RIVERVIEW AVE	SFR	1.00	217.32	
054-552-020-000	1282 RIVERVIEW AVE	SFR	1.00	217.32	
054-552-021-000	1298 RIVERVIEW AVE	SFR	1.00	217.32	
054-552-022-000	1302 RIVERVIEW AVE	SFR	1.00	217.32	
054-552-023-000	1318 RIVERVIEW AVE	SFR	1.00	217.32	
054-552-024-000	1334 RIVERVIEW AVE	SFR	1.00	217.32	
054-552-025-000	1350 RIVERVIEW AVE	SFR	1.00	217.32	
054-552-026-000	1364 RIVERVIEW AVE	SFR	1.00	217.32	
054-552-027-000	1382 RIVERVIEW AVE	SFR	1.00	217.32	
054-552-028-000	1398 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-001-000	1219 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-002-000	1203 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-003-000	1202 FIELDVIEW AVE	SFR	1.00	217.32	
054-553-004-000	1222 FIELDVIEW AVE	SFR	1.00	217.32	
054-553-005-000	1240 FIELDVIEW AVE	SFR	1.00	217.32	
054-553-006-000	1260 FIELDVIEW AVE	SFR	1.00	217.32	
054-553-007-000	1278 FIELDVIEW AVE	SFR	1.00	217.32	
054-553-008-000	1298 FIELDVIEW AVE	SFR	1.00	217.32	
054-553-009-000	1299 FIELDVIEW AVE	SFR	1.00	217.32	
054-553-010-000	1279 FIELDVIEW AVE	SFR	1.00	217.32	
054-553-011-000	1261 FIELDVIEW AVE	SFR	1.00	217.32	
054-553-012-000	1241 FIELDVIEW AVE	SFR	1.00	217.32	
054-553-013-000	1223 FIELDVIEW AVE	SFR	1.00	217.32	
054-553-014-000	1203 FIELDVIEW AVE	SFR	1.00	217.32	
054-553-015-000	1218 MEADOWVIEW AVE	SFR	1.00	217.32	
054-553-016-000	1202 MEADOWVIEW AVE	SFR	1.00	217.32	
054-553-017-000	1235 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-018-000	1251 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-019-000	1265 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-020-000	1283 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-021-000	1299 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-022-000	1303 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-023-000	1319 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-024-000	1335 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-025-000	1351 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-026-000	1365 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-027-000	1383 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-028-000	1399 RIVERVIEW AVE	SFR	1.00	217.32	
054-553-029-000	1398 FIELDVIEW CT	SFR	1.00	217.32	
054-553-030-000	1378 FIELDVIEW CT	SFR	1.00	217.32	
054-553-031-000	1360 FIELDVIEW CT	SFR	1.00	217.32	
054-553-032-000	1340 FIELDVIEW CT	SFR	1.00	217.32	
054-553-033-000	1322 FIELDVIEW CT	SFR	1.00	217.32	
054-553-034-000	1302 FIELDVIEW CT	SFR	1.00	217.32	
054-553-035-000	1303 FIELDVIEW CT	SFR	1.00	217.32	
054-553-036-000	1323 FIELDVIEW CT	SFR	1.00	217.32	
054-553-037-000	1341 FIELDVIEW CT	SFR	1.00	217.32	
054-553-038-000	1361 FIELDVIEW CT	SFR	1.00	217.32	
054-553-039-000	1379 FIELDVIEW CT	SFR	1.00	217.32	
054-553-040-000	1399 FIELDVIEW CT	SFR	1.00	217.32	

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-553-041-000	1398 MEADOWVIEW AVE	SFR	1.00	217.32	
054-553-042-000	1382 MEADOWVIEW AVE	SFR	1.00	217.32	
054-553-043-000	1364 MEADOWVIEW AVE	SFR	1.00	217.32	
054-553-044-000	1350 MEADOWVIEW AVE	SFR	1.00	217.32	
054-553-045-000	1334 MEADOWVIEW AVE	SFR	1.00	217.32	
054-553-046-000	1318 MEADOWVIEW AVE	SFR	1.00	217.32	
054-553-047-000	1302 MEADOWVIEW AVE	SFR	1.00	217.32	
054-553-048-000	1298 MEADOWVIEW AVE	SFR	1.00	217.32	
054-553-049-000	1282 MEADOWVIEW AVE	SFR	1.00	217.32	
054-553-050-000	1264 MEADOWVIEW AVE	SFR	1.00	217.32	
054-553-051-000	1250 MEADOWVIEW AVE	SFR	1.00	217.32	
054-553-052-000	1234 MEADOWVIEW AVE	SFR	1.00	217.32	
054-554-001-000	1219 MEADOWVIEW AVE	SFR	1.00	217.32	
054-554-002-000	1203 MEADOWVIEW AVE	SFR	1.00	217.32	
054-554-003-000	1235 MEADOWVIEW AVE	SFR	1.00	217.32	
054-554-004-000	1251 MEADOWVIEW AVE	SFR	1.00	217.32	
054-554-005-000	1265 MEADOWVIEW AVE	SFR	1.00	217.32	
054-554-006-000	1283 MEADOWVIEW AVE	SFR	1.00	217.32	
054-554-007-000	1299 MEADOWVIEW AVE	SFR	1.00	217.32	
054-554-008-000	1303 MEADOWVIEW AVE	SFR	1.00	217.32	
054-554-009-000	1319 MEADOWVIEW AVE	SFR	1.00	217.32	
054-554-010-000	1335 MEADOWVIEW AVE	SFR	1.00	217.32	
054-554-011-000	1351 MEADOWVIEW AVE	SFR	1.00	217.32	
054-554-012-000	1365 MEADOWVIEW AVE	SFR	1.00	217.32	
054-554-013-000	1383 MEADOWVIEW AVE	SFR	1.00	217.32	
054-554-014-000	1399 MEADOWVIEW AVE	SFR	1.00	217.32	
054-555-001-000	1051 MANUEL A ORTIZ AVE	SFR	1.00	217.32	
054-555-002-000	1075 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-555-003-000	1099 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-555-004-000	1103 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-555-005-000	1123 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-555-006-000	1141 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-555-007-000	1161 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-555-008-000	1199 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-555-009-000	1198 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-010-000	1186 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-011-000	1172 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-012-000	1158 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-013-000	1144 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-014-000	1130 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-015-000	1116 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-016-000	1102 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-017-000	1103 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-018-000	1117 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-019-000	1131 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-020-000	1145 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-021-000	1159 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-022-000	1173 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-023-000	1187 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-024-000	1199 RIVERVIEW AVE	SFR	1.00	217.32	
054-555-025-000	1198 FIELDVIEW AVE	SFR	1.00	217.32	
054-555-026-000	1178 FIELDVIEW AVE	SFR	1.00	217.32	
054-555-027-000	1160 FIELDVIEW AVE	SFR	1.00	217.32	
054-555-028-000	1140 FIELDVIEW AVE	SFR	1.00	217.32	
054-555-029-000	1122 FIELDVIEW AVE	SFR	1.00	217.32	
054-555-030-000	1102 FIELDVIEW AVE	SFR	1.00	217.32	

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-555-031-000	1098 FIELDVIEW AVE	SFR	1.00	217.32	
054-555-032-000	1078 FIELDVIEW AVE	SFR	1.00	217.32	
054-556-001-000	1199 FIELDVIEW AVE	SFR	1.00	217.32	
054-556-002-000	1179 FIELDVIEW AVE	SFR	1.00	217.32	
054-556-003-000	1161 FIELDVIEW AVE	SFR	1.00	217.32	
054-556-004-000	1141 FIELDVIEW AVE	SFR	1.00	217.32	
054-556-005-000	1123 FIELDVIEW AVE	SFR	1.00	217.32	
054-556-006-000	1103 FIELDVIEW AVE	SFR	1.00	217.32	
054-556-007-000	1099 FIELDVIEW AVE	SFR	1.00	217.32	
054-556-008-000	1079 FIELDVIEW AVE	SFR	1.00	217.32	
054-556-009-000	1061 FIELDVIEW AVE	SFR	1.00	217.32	
054-556-010-000	1041 FIELDVIEW AVE	SFR	1.00	217.32	
054-556-011-000	1023 FIELDVIEW AVE	SFR	1.00	217.32	
054-556-012-000	1003 FIELDVIEW AVE	SFR	1.00	217.32	
054-556-013-000	1002 MEADOWVIEW AVE	SFR	1.00	217.32	
054-556-014-000	1022 MEADOWVIEW AVE	SFR	1.00	217.32	
054-556-015-000	1040 MEADOWVIEW AVE	SFR	1.00	217.32	
054-556-016-000	1060 MEADOWVIEW AVE	SFR	1.00	217.32	
054-556-017-000	1078 MEADOWVIEW AVE	SFR	1.00	217.32	
054-556-018-000	1098 MEADOWVIEW AVE	SFR	1.00	217.32	
054-556-019-000	1102 MEADOWVIEW AVE	SFR	1.00	217.32	
054-556-020-000	1122 MEADOWVIEW AVE	SFR	1.00	217.32	
054-556-021-000	1140 MEADOWVIEW AVE	SFR	1.00	217.32	
054-556-022-000	1160 MEADOWVIEW AVE	SFR	1.00	217.32	
054-556-023-000	1178 MEADOWVIEW AVE	SFR	1.00	217.32	
054-556-024-000	1198 MEADOWVIEW AVE	SFR	1.00	217.32	
054-557-001-000	1199 MEADOWVIEW AVE	SFR	1.00	217.32	
054-557-002-000	1179 MEADOWVIEW AVE	SFR	1.00	217.32	
054-557-003-000	1161 MEADOWVIEW AVE	SFR	1.00	217.32	
054-557-004-000	1141 MEADOWVIEW AVE	SFR	1.00	217.32	
054-557-005-000	1123 MEADOWVIEW AVE	SFR	1.00	217.32	
054-557-006-000	1103 MEADOWVIEW AVE	SFR	1.00	217.32	
054-557-007-000	1099 MEADOWVIEW AVE	SFR	1.00	217.32	
054-557-008-000	1079 MEADOWVIEW AVE	SFR	1.00	217.32	
054-557-009-000	1061 MEADOWVIEW AVE	SFR	1.00	217.32	
054-557-010-000	1041 MEADOWVIEW AVE	SFR	1.00	217.32	
054-557-011-000	1023 MEADOWVIEW AVE	SFR	1.00	217.32	
054-557-012-000	1003 MEADOWVIEW AVE	SFR	1.00	217.32	
054-558-001-000	803 FIELDVIEW AVE	SFR	1.00	217.32	
054-558-002-000	835 FIELDVIEW AVE	SFR	1.00	217.32	
054-558-003-000	867 FIELDVIEW AVE	SFR	1.00	217.32	
054-558-004-000	899 FIELDVIEW AVE	SFR	1.00	217.32	
054-558-005-000	903 FIELDVIEW AVE	SFR	1.00	217.32	
054-558-006-000	957 FIELDVIEW AVE	SFR	1.00	217.32	
054-558-007-000	999 FIELDVIEW AVE	SFR	1.00	217.32	
054-558-008-000	998 MEADOWVIEW AVE	SFR	1.00	217.32	
054-558-009-000	956 MEADOWVIEW AVE	SFR	1.00	217.32	
054-558-010-000	902 MEADOWVIEW AVE	SFR	1.00	217.32	
054-558-011-000	898 MEADOWVIEW AVE	SFR	1.00	217.32	
054-558-012-000	856 MEADOWVIEW AVE	SFR	1.00	217.32	
054-558-013-000	802 MEADOWVIEW AVE	SFR	1.00	217.32	
054-558-014-000	803 MEADOWVIEW AVE	SFR	1.00	217.32	
054-558-015-000	857 MEADOWVIEW AVE	SFR	1.00	217.32	
054-558-016-000	899 MEADOWVIEW AVE	SFR	1.00	217.32	
054-558-017-000	903 MEADOWVIEW AVE	SFR	1.00	217.32	
054-558-018-000	957 MEADOWVIEW AVE	SFR	1.00	217.32	

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-558-019-000	999 MEADOWVIEW AVE	SFR	1.00	217.32	
054-559-001-000	1499 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-559-002-000	1479 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-559-003-000	1461 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-559-004-000	1441 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-559-005-000	1433 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-559-006-000	1403 MANUEL ORTIZ AVE	SFR	1.00	217.32	
054-559-007-000	1402 RIVERVIEW AVE	SFR	1.00	217.32	
054-559-008-000	1426 RIVERVIEW AVE	SFR	1.00	217.32	
054-559-009-000	1450 RIVERVIEW AVE	SFR	1.00	217.32	
054-559-010-000	1474 RIVERVIEW AVE	SFR	1.00	217.32	
054-559-011-000	1498 RIVERVIEW AVE	SFR	1.00	217.32	
054-559-012-000	1499 RIVERVIEW AVE	SFR	1.00	217.32	
054-559-013-000	1475 RIVERVIEW AVE	SFR	1.00	217.32	
054-559-014-000	1451 RIVERVIEW AVE	SFR	1.00	217.32	
054-559-015-000	1427 RIVERVIEW AVE	SFR	1.00	217.32	
054-559-016-000	1403 RIVERVIEW AVE	SFR	1.00	217.32	
054-559-017-000	1402 FIELDVIEW AVE	SFR	1.00	217.32	
054-559-018-000	1426 FIELDVIEW AVE	SFR	1.00	217.32	
054-559-019-000	1450 FIELDVIEW AVE	SFR	1.00	217.32	
054-559-020-000	1474 FIELDVIEW AVE	SFR	1.00	217.32	
054-559-021-000	1498 FIELDVIEW AVE	SFR	1.00	217.32	
054-559-022-000	1499 FIELDVIEW AVE	SFR	1.00	217.32	
054-559-023-000	1475 FIELDVIEW AVE	SFR	1.00	217.32	
054-559-024-000	1451 FIELDVIEW AVE	SFR	1.00	217.32	
054-559-025-000	1427 FIELDVIEW AVE	SFR	1.00	217.32	
054-559-026-000	1403 FIELDVIEW AVE	SFR	1.00	217.32	
054-559-027-000	1402 MEADOWVIEW AVE	SFR	1.00	217.32	
054-559-028-000	1426 MEADOWVIEW AVE	SFR	1.00	217.32	
054-559-029-000	1450 MEADOWVIEW AVE	SFR	1.00	217.32	
054-559-030-000	1474 MEADOWVIEW AVE	SFR	1.00	217.32	
054-559-031-000	1498 MEADOWVIEW AVE	SFR	1.00	217.32	
054-559-032-000	1499 MEADOWVIEW AVE	SFR	1.00	217.32	
054-559-033-000	1473 MEADOWVIEW AVE	SFR	1.00	217.32	
054-559-034-000	1451 MEADOWVIEW AVE	SFR	1.00	217.32	
054-559-035-000	1427 MEADOWVIEW AVE	SFR	1.00	217.32	
054-559-036-000	1403 MEADOWVIEW AVE	SFR	1.00	217.32	
054-561-001-000	1498 VALLEYVIEW AVE	SFR	1.00	217.32	
054-561-002-000	1478 VALLEYVIEW AVE	SFR	1.00	217.32	
054-561-003-000	1462 VALLEYVIEW AVE	SFR	1.00	217.32	
054-561-004-000	1442 VALLEYVIEW AVE	SFR	1.00	217.32	
054-561-005-000	1422 VALLEYVIEW AVE	SFR	1.00	217.32	
054-561-006-000	1402 VALLEYVIEW AVE	SFR	1.00	217.32	
054-562-001-000	1398 VALLEYVIEW AVE	SFR	1.00	217.32	
054-562-002-000	1382 VALLEYVIEW AVE	SFR	1.00	217.32	
054-562-003-000	1364 VALLEYVIEW AVE	SFR	1.00	217.32	
054-562-004-000	1350 VALLEYVIEW AVE	SFR	1.00	217.32	
054-562-005-000	1334 VALLEYVIEW AVE	SFR	1.00	217.32	
054-562-006-000	1318 VALLEYVIEW AVE	SFR	1.00	217.32	
054-562-007-000	1302 VALLEYVIEW AVE	SFR	1.00	217.32	
054-562-008-000	1298 VALLEYVIEW AVE	SFR	1.00	217.32	
054-562-009-000	1282 VALLEYVIEW AVE	SFR	1.00	217.32	
054-562-010-000	1264 VALLEYVIEW AVE	SFR	1.00	217.32	
054-562-011-000	1250 VALLEYVIEW AVE	SFR	1.00	217.32	
054-562-012-000	1234 VALLEYVIEW AVE	SFR	1.00	217.32	
054-562-013-000	1218 VALLEYVIEW AVE	SFR	1.00	217.32	

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-562-014-000	1202 VALLEYVIEW AVE	SFR	1.00	217.32	
054-563-001-000	1198 VALLEYVIEW AVE	SFR	1.00	217.32	
054-563-002-000	1178 VALLEYVIEW AVE	SFR	1.00	217.32	
054-563-003-000	1160 VALLEYVIEW AVE	SFR	1.00	217.32	
054-563-004-000	1140 VALLEYVIEW AVE	SFR	1.00	217.32	
054-563-005-000	1122 VALLEYVIEW AVE	SFR	1.00	217.32	
054-563-006-000	1102 VALLEYVIEW AVE	SFR	1.00	217.32	
054-563-007-000	1098 VALLEYVIEW AVE	SFR	1.00	217.32	
054-563-008-000	1078 VALLEYVIEW AVE	SFR	1.00	217.32	
054-563-009-000	1060 VALLEYVIEW AVE	SFR	1.00	217.32	
054-563-010-000	1040 VALLEYVIEW AVE	SFR	1.00	217.32	
054-563-011-000	1022 VALLEYVIEW AVE	SFR	1.00	217.32	
054-563-012-000	1002 VALLEYVIEW AVE	SFR	1.00	217.32	
054-564-001-000	998 VALLEYVIEW AVE	SFR	1.00	217.32	
054-564-002-000	956 VALLEYVIEW AVE	SFR	1.00	217.32	
054-564-003-000	902 VALLEYVIEW AVE	SFR	1.00	217.32	
054-564-004-000	898 VALLEYVIEW AVE	SFR	1.00	217.32	
054-564-005-000	866 VALLEYVIEW AVE	SFR	1.00	217.32	
054-564-006-000	834 VALLEYVIEW AVE	SFR	1.00	217.32	
054-564-007-000	802 VALLEYVIEW AVE	SFR	1.00	217.32	
054-565-001-000	1199 VALLEYVIEW AVE	SFR	1.00	217.32	
054-565-002-000	1179 VALLEYVIEW AVE	SFR	1.00	217.32	
054-565-003-000	1161 VALLEYVIEW AVE	SFR	1.00	217.32	
054-565-004-000	1141 VALLEYVIEW AVE	SFR	1.00	217.32	
054-565-005-000	1123 VALLEYVIEW AVE	SFR	1.00	217.32	
054-565-006-000	1103 VALLEYVIEW AVE	SFR	1.00	217.32	
054-565-007-000	1099 VALLEYVIEW AVE	SFR	1.00	217.32	
054-565-008-000	1079 VALLEYVIEW AVE	SFR	1.00	217.32	
054-565-009-000	1061 VALLEYVIEW AVE	SFR	1.00	217.32	
054-565-010-000	1041 VALLEYVIEW AVE	SFR	1.00	217.32	
054-565-011-000	1023 VALLEYVIEW AVE	SFR	1.00	217.32	
054-565-012-000	1003 VALLEYVIEW AVE	SFR	1.00	217.32	
054-565-013-000	1002 SKYVIEW AVE	SFR	1.00	217.32	
054-565-014-000	1022 SKYVIEW AVE	SFR	1.00	217.32	
054-565-015-000	1040 SKYVIEW AVE	SFR	1.00	217.32	
054-565-016-000	1060 SKYVIEW AVE	SFR	1.00	217.32	
054-565-017-000	1078 SKYVIEW AVE	SFR	1.00	217.32	
054-565-018-000	1098 SKYVIEW AVE	SFR	1.00	217.32	
054-565-019-000	2256 S MARINA DR	SFR	1.00	217.32	
054-565-020-000	1122 SKYVIEW AVE	SFR	1.00	217.32	
054-565-021-000	1140 SKYVIEW AVE	SFR	1.00	217.32	
054-565-022-000	1160 SKYVIEW AVE	SFR	1.00	217.32	
054-565-023-000	1178 SKYVIEW AVE	SFR	1.00	217.32	
054-565-024-000	1198 SKYVIEW AVE	SFR	1.00	217.32	
054-566-001-000	1199 SKYVIEW AVE	SFR	1.00	217.32	
054-566-002-000	1179 SKYVIEW AVE	SFR	1.00	217.32	
054-566-003-000	1161 SKYVIEW AVE	SFR	1.00	217.32	
054-566-004-000	1141 SKYVIEW AVE	SFR	1.00	217.32	
054-566-005-000	1123 SKYVIEW AVE	SFR	1.00	217.32	
054-566-006-000	1103 SKYVIEW AVE	SFR	1.00	217.32	
054-566-007-000	1099 SKYVIEW AVE	SFR	1.00	217.32	
054-566-008-000	1079 SKYVIEW AVE	SFR	1.00	217.32	
054-566-009-000	1061 SKYVIEW AVE	SFR	1.00	217.32	
054-566-010-000	1041 SKYVIEW AVE	SFR	1.00	217.32	
054-566-011-000	1023 SKYVIEW AVE	SFR	1.00	217.32	
054-566-012-000	1003 SKYVIEW AVE	SFR	1.00	217.32	

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-567-001-000	999 VALLEYVIEW AVE	SFR	1.00	217.32	
054-567-002-000	957 VALLEYVIEW AVE	SFR	1.00	217.32	
054-567-003-000	903 VALLEYVIEW AVE	SFR	1.00	217.32	
054-567-004-000	899 VALLEYVIEW AVE	SFR	1.00	217.32	
054-567-005-000	867 VALLEYVIEW AVE	SFR	1.00	217.32	
054-567-006-000	835 VALLEYVIEW AVE	SFR	1.00	217.32	
054-567-007-000	803 VALLEYVIEW AVE	SFR	1.00	217.32	
054-567-008-000	998 SKYVIEW AVE	SFR	1.00	217.32	
054-567-009-000	956 SKYVIEW AVE	SFR	1.00	217.32	
054-567-010-000	902 SKYVIEW AVE	SFR	1.00	217.32	
054-567-011-000	898 SKYVIEW AVE	SFR	1.00	217.32	
054-567-012-000	856 SKYVIEW AVE	SFR	1.00	217.32	
054-567-013-000	802 SKYVIEW AVE	SFR	1.00	217.32	
054-567-014-000	803 SKYVIEW AVE	SFR	1.00	217.32	
054-567-015-000	857 SKYVIEW AVE	SFR	1.00	217.32	
054-567-016-000	899 SKYVIEW AVE	SFR	1.00	217.32	
054-567-017-000	903 SKYVIEW AVE	SFR	1.00	217.32	
054-567-018-000	957 SKYVIEW AVE	SFR	1.00	217.32	
054-567-019-000	999 SKYVIEW AVE	SFR	1.00	217.32	
054-567-020-000	998 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-567-021-000	936 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-567-022-000	902 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-567-023-000	898 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-567-024-000	856 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-567-025-000	802 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-567-026-000	803 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-567-027-000	857 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-567-028-000	897 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-567-029-000	903 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-567-030-000	957 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-567-031-000	999 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-591-001-000	1198 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-591-002-000	1178 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-591-003-000	1160 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-591-004-000	1140 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-591-005-000	1122 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-591-006-000	1102 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-591-007-000	1098 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-591-008-000	1078 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-591-009-000	1060 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-591-010-000	1040 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-591-011-000	1022 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-591-012-000	1002 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-592-001-000	1199 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-592-002-000	1179 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-592-003-000	1161 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-592-004-000	1141 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-592-005-000	1123 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-592-006-000	1103 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-592-007-000	1099 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-592-008-000	1079 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-592-009-000	1061 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-592-010-000	1041 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-592-011-000	1023 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-592-012-000	1003 MOUNTAINVIEW AVE	SFR	1.00	217.32	
054-592-013-000	1002 DESERTVIEW AVE	SFR	1.00	217.32	

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-592-014-000	1022 DESERTVIEW AVE	SFR	1.00	217.32	
054-592-015-000	1040 DESERTVIEW AVE	SFR	1.00	217.32	
054-592-016-000	1060 DESERTVIEW AVE	SFR	1.00	217.32	
054-592-017-000	1078 DESERTVIEW AVE	SFR	1.00	217.32	
054-592-018-000	1098 DESERTVIEW AVE	SFR	1.00	217.32	
054-592-019-000	1102 DESERTVIEW AVE	SFR	1.00	217.32	
054-592-020-000	1122 DESERTVIEW AVE	SFR	1.00	217.32	
054-592-021-000	1140 DESERTVIEW AVE	SFR	1.00	217.32	
054-592-022-000	1160 DESERTVIEW AVE	SFR	1.00	217.32	
054-592-023-000	1178 DESERTVIEW AVE	SFR	1.00	217.32	
054-592-024-000	1198 DESERTVIEW AVE	SFR	1.00	217.32	
054-593-001-000	998 DESERTVIEW AVE	SFR	1.00	217.32	
054-593-002-000	956 DESERTVIEW AVE	SFR	1.00	217.32	
054-593-003-000	902 DESERTVIEW AVE	SFR	1.00	217.32	
054-593-004-000	898 DESERTVIEW AVE	SFR	1.00	217.32	
054-593-005-000	856 DESERTVIEW AVE	SFR	1.00	217.32	
054-593-006-000	802 DESERTVIEW AVE	SFR	1.00	217.32	
054-593-007-000	803 DESERTVIEW AVE	SFR	1.00	217.32	
054-593-008-000	857 DESERTVIEW AVE	SFR	1.00	217.32	
054-593-009-000	899 DESERTVIEW AVE	SFR	1.00	217.32	
054-593-010-000	903 DESERTVIEW AVE	SFR	1.00	217.32	
054-593-011-000	957 DESERTVIEW AVE	SFR	1.00	217.32	
054-593-012-000	999 DESERTVIEW AVE	SFR	1.00	217.32	
054-593-013-000	998 PALMVIEW AVE	SFR	1.00	217.32	
054-593-014-000	956 PALMVIEW AVE	SFR	1.00	217.32	
054-593-015-000	902 PALMVIEW AVE	SFR	1.00	217.32	
054-593-016-000	898 PALMVIEW AVE	SFR	1.00	217.32	
054-593-017-000	866 PALMVIEW AVE	SFR	1.00	217.32	
054-593-018-000	834 PALMVIEW AVE	SFR	1.00	217.32	
054-593-019-000	802 PALMVIEW AVE	SFR	1.00	217.32	
054-594-001-000	1199 DESERTVIEW AVE	SFR	1.00	217.32	
054-594-002-000	1179 DESERTVIEW AVE	SFR	1.00	217.32	
054-594-003-000	1161 DESERTVIEW AVE	SFR	1.00	217.32	
054-594-004-000	1141 DESERTVIEW AVE	SFR	1.00	217.32	
054-594-005-000	1123 DESERTVIEW AVE	SFR	1.00	217.32	
054-594-006-000	1103 DESERTVIEW AVE	SFR	1.00	217.32	
054-594-007-000	1099 DESERTVIEW AVE	SFR	1.00	217.32	
054-594-008-000	1079 DESERTVIEW AVE	SFR	1.00	217.32	
054-594-009-000	1061 DESERTVIEW AVE	SFR	1.00	217.32	
054-594-010-000	1041 DESERTVIEW AVE	SFR	1.00	217.32	
054-594-011-000	1023 DESERTVIEW AVE	SFR	1.00	217.32	
054-594-012-000	1003 DESERTVIEW AVE	SFR	1.00	217.32	
054-594-013-000	1002 PALMVIEW AVE	SFR	1.00	217.32	
054-594-014-000	1022 PALMVIEW AVE	SFR	1.00	217.32	
054-594-015-000	1040 PALMVIEW AVE	SFR	1.00	217.32	
054-594-016-000	1060 PALMVIEW AVE	SFR	1.00	217.32	
054-594-017-000	1078 PALMVIEW AVE	SFR	1.00	217.32	
054-594-018-000	1098 PALMVIEW AVE	SFR	1.00	217.32	
054-594-019-000	1102 PALMVIEW AVE	SFR	1.00	217.32	
054-594-020-000	1122 PALMVIEW AVE	SFR	1.00	217.32	
054-594-021-000	1140 PALMVIEW AVE	SFR	1.00	217.32	
054-594-022-000	1160 PALMVIEW AVE	SFR	1.00	217.32	
054-594-023-000	1178 PALMVIEW AVE	SFR	1.00	217.32	
054-594-024-000	1198 PALMVIEW AVE	SFR	1.00	217.32	
054-595-001-000	1199 PALMVIEW AVE	SFR	1.00	217.32	
054-595-002-000	1179 PALMVIEW AVE	SFR	1.00	217.32	

City of El Centro
Buena Vista Landscaping and Lighting Assessment
Preliminary Assessment Roll
Fiscal Year 2025/26

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-595-003-000	1161 PALMVIEW AVE	SFR	1.00	217.32	
054-595-004-000	1141 PALMVIEW AVE	SFR	1.00	217.32	
054-595-005-000	1123 PALMVIEW AVE	SFR	1.00	217.32	
054-595-006-000	1103 PALMVIEW AVE	SFR	1.00	217.32	
054-595-007-000	1099 PALMVIEW AVE	SFR	1.00	217.32	
054-595-008-000	1079 PALMVIEW AVE	SFR	1.00	217.32	
054-595-009-000	1061 PALMVIEW AVE	SFR	1.00	217.32	
054-595-010-000	1041 PALMVIEW AVE	SFR	1.00	217.32	
054-595-011-000	1023 PALMVIEW AVE	SFR	1.00	217.32	
054-595-012-000	1003 PALMVIEW AVE	SFR	1.00	217.32	
054-595-013-000	999 PALMVIEW AVE	SFR	1.00	217.32	
054-595-014-000	957 PALMVIEW AVE	SFR	1.00	217.32	
054-595-015-000	903 PALMVIEW AVE	SFR	1.00	217.32	
054-595-016-000	899 PALMVIEW AVE	SFR	1.00	217.32	
054-595-017-000	867 PALMVIEW AVE	SFR	1.00	217.32	
054-595-018-000	835 PALMVIEW AVE	SFR	1.00	217.32	
054-595-019-000	803 PALMVIEW AVE	SFR	1.00	217.32	
Total				**$101,053.94**	**TBD**
Total Parcels					**465**

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-129)

Item: 6.
Meeting: 5/6/2025 4:00 PM
Department: Finance
Category: Resolution
Prepared by: Elizabeth Fuchen, Interim Finance Director
Department Head: Elizabeth Fuchen
DOC ID: 2025-129

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO THE EL CENTRO BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO THE EL CENTRO BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026.

FISCAL IMPACT:
Will be the first step in determining the coming year's assessment for The District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
On an annual basis, the El Centro Buena Vista Landscape and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. Prior to holding a public meeting on this issue, the items noted in the Resolutions presented to you in this document must be processed.

DISCUSSION:

CONCLUSION:
Staff recommends Adopting Resolution No. 25- , Resolution Of The City Council Of The City Of El Centro Declaring Its Intention To Levy And Collect Annual Assessments Related To The El Centro Buena Vista Landscaping And Lighting District For Fiscal Year 2025-2026.

ATTACHMENTS:
1. Intention Levy - Buena Vista Intent

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO THE EL CENTRO BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026

WHEREAS, the City Council of the City of El Centro, California (the "City Council"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act") and by previous resolution, initiated proceedings for the Buena Vista Landscaping and Lighting District (the "District") to levy and collect annual assessments to pay for the operation, maintenance and servicing of landscaping, lighting and all appurtenant facilities related thereto for Fiscal Year 2025-2026; and

WHEREAS, the City Council desires to levy and collect the annual assessments against lots and parcels of land within the District to pay the cost and expenses related to the improvements described in section 2 of this resolution; and

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk for the City of El Centro, California ("the City") a report in connection with the District and levy of assessments for Fiscal Year 2025-2026 (beginning July 1, 2025 and ending June 30, 2026) in accordance with *Chapter 1, Article 4* of the Act, and the Council did, by previous resolution, preliminarily approve the report.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA DOES HEREBY BE RESOLVE AS FOLLOWS:

1. That the above recitals are true and correct.

2. That the City Council hereby declares that it is its intention to seek the annual levy of the District in accordance with Chapter 3, Section 22624 over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the costs of the maintenance and servicing of the landscaping improvements and all appurtenant facilities and operations related thereto for Fiscal Year 2025-2026. The territory included within the District is generally described in section 3 of this resolution and is designated as Buena Vista Landscaping and Lighting District.

3. That the boundaries of the District are located on the west side of Eighth Street, between McCabe Road and Interstate 8.

4. That the landscaping improvements may include, but are not limited to all landscaping material and facilities within the District. These improvements include turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, and associated

appurtenant facilities located within the streetscape (and perimeter landscaping) surrounding the developments. The street lighting improvements may include but are not limited to electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities. For specific improvements reference Fiscal Year 2025-2026 engineer's report.

5. That the proposed assessments for the District are outlined in the engineer's annual levy report. The report details the proposed assessments necessary to provide for the annual operation, administration, services and maintenance of the improvements described in section 4 of this resolution and by reference said report is made part of this resolution.

6. That the District and the associated assessments as outlined in the engineer's report are in compliance with the provisions of California Constitution Article XIIID.

7. That the City Council hereby declares its intention to conduct a public hearing concerning the District and the levy of assessments for the improvements related thereto in accordance with Chapter 3, Section 22626 of the Act.

8. That the notice is hereby given that a public hearing on these matters will be held by the City Council on **Tuesday, June 3, 2025 at 6:00 p.m.** or as soon thereafter as feasible in the regular meeting chambers of the City Council located at 1275 Main Street, El Centro, California.

9. That the City Clerk shall cause notice to be given of the time and place of the public hearing by causing the publishing of this resolution once in the local paper not less than ten (10) days before the date of the hearing and by posting a copy of this resolution on the official bulletin board customarily used by the City Council for the posting of notices.

10. That any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing, or having previously filed protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. At the public hearing, all interested persons shall be afforded the opportunity to hear and be heard.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025.

CITY OF EL CENTRO

By: _____
Sonia Carter, Mayor

ATTEST:

By: _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:_____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-130)

Item: 7.
Meeting: 5/6/2025 4:00 PM
Department: Finance
Category: Resolution
Prepared by: Elizabeth Fuchen, Interim Finance Director
Department Head:
DOC ID: 2025-130

Adopt Resolution 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE EL CENTRO LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE EL CENTRO LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026.

FISCAL IMPACT:

Will be the first step in determining the coming year's assessment for The District

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

Yes

BACKGROUND:

On an annual basis, the El Centro Legacy Ranch Landscape and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. Prior to holding a public meeting on this issue, the items noted in the Resolutions presented to you in this document must be processed.

DISCUSSION:

CONCLUSION:

Staff recommends Adopting Resolution 25- , A Resolution of the City Council of the City of El Centro for Preliminary Approval of The Engineer's Annual Levy Report Regarding the El Centro Legacy Ranch Landscaping and Lighting District; and the Levy and Collection of Annual Assessments Related thereto for Fiscal Year 2025-2026.

ATTACHMENTS:

1. Engineers Report - Legacy Ranch Intent
2. FY2526 El Centro Legacy Ranch LLD Engineer's Report Draft_IM

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE EL CENTRO LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026

WHEREAS, the City Council of the City of El Centro, California (the "City Council") has, by previous resolution, ordered the preparation of an Engineer's report (the "Report") regarding the assessment district designated as the Legacy Ranch Landscaping and Lighting District (the "District"), and the levy and collection of assessments related thereto for Fiscal Year 2025-2026, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (the "Act"); and

WHEREAS, there has now been presented to this City Council the Report as required by Chapter 3, Section 22623 of said Act; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is preliminarily satisfied with the District, the improvements described therein, each of the budget items and documents as set forth therein, and is satisfied that the proposed annual assessments, on a preliminary basis, have been assigned in accordance with the special benefits received from the improvements, operation, administration, maintenance and services to be performed within the District, as set forth in the Report.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

1. The preceding recitals are true and correct.

2. The Report, as presented, consists of the following:

   - A Description of Improvements.
   - A Diagram of the District.
   - The proposed Annual Budget for the fiscal year (Costs and Expenses).
   - The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
   - The District Roll containing the Levy for each Assessor Parcel Number within the District commencing Fiscal Year 2025-2026.

3. The District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIIID.

4. The Report is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

5. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025.

CITY OF EL CENTRO

By: _____
Sonia Carter, Mayor

ATTEST:

By: _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By_____
Norma Wyles, City Clerk

City of El Centro

Legacy Ranch
Landscape and Lighting District

2025/2026 Engineer's Report

Intent Meeting: May 6, 2025
Public Hearing: June 3, 2025

27368 Via Industria, Suite 200
Temecula, California 92590
T. 951.587.3500 800.755.6864
F. 951.587.3510 888.326.6864

www.willdan.com

ENGINEER'S REPORT AFFIDAVIT

Legacy Ranch Landscaping and Lighting District

The District includes the parcels of land within the residential and commercial subdivisions known as

Legacy Ranch

City of El Centro,
County of Imperial, State of California

This Report identifies the parcels within Legacy Ranch Landscaping and Lighting District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Imperial County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of El Centro

By: _____
Michelle Laase
Project Manager, District Administration Services

By: _____
Tyrone Peter
P.E. # C 81888

PRELIMINARY APPROVAL

This Engineer's Report and the proposed assessments described herein have been preliminarily approved by the City Council of the City of El Centro on this _____ day of _____, 2025.

_____
Norma Wyles, CMC
City Clerk
City of El Centro

FINAL APPROVAL

This Engineer's Report, the improvements and assessments described herein were approved and adopted by the City Council of the City of El Centro on this _____ day of _____, 2025.

_____
Norma Wyles, CMC
City Clerk
City of El Centro

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY *1*

A. INTRODUCTION 1

II. PLANS AND SPECIFICATIONS *2*

A. DESCRIPTION OF THE DISTRICT 2
B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT 2
C. DESCRIPTION OF IMPROVEMENTS AND SERVICES 3

III. METHOD OF APPORTIONMENT *6*

A. GENERAL 6
B. PROPOSITION 218 BENEFIT ANALYSIS 6
C. SPECIAL BENEFIT ANALYSIS 7
D. ASSESSMENT METHODOLOGY 9
E. ASSESSMENT RANGE FORMULA 12

IV. DISTRICT BUDGET *13*

A. DESCRIPTION OF BUDGET ITEMS 13
B. PROPOSED BUDGET FISCAL YEAR 2025/2026 16
C. HISTORICAL RATES 20
D. CAPITAL IMPROVEMENT PLANS 20

V. DISTRICT DIAGRAM *20*

VI. 2025/2026 ASSESSMENT ROLL *22*

I. EXECUTIVE SUMMARY

A. INTRODUCTION

The City of El Centro ("City") created the Legacy Ranch Landscaping and Lighting District ("District") in order to provide for the ongoing maintenance, operation and servicing of park, certain perimeter landscaping, off-site landscaping improvements, and street lighting improvements installed in connection with development of properties within the District. This District provides the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements are funded. The District was formed in 2007 and annual assessments are levied pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act") and in compliance with the substantive and procedural requirements of the "California State Constitution" Article XIIID ("Article XIIID").

This Engineer's Annual Levy Report ("Report") describes the District and the proposed assessments for Fiscal Year 2025/2026. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming Fiscal Year. Parcels within the District are assessed proportionately for only those improvements and services that are a special benefit.

The District, boundaries, improvements and services, method of apportionment and assessments described in this Report are based on current development and improvement plans including direct expenditures, incidental expenses, and reserves associated with the maintenance and servicing of the improvements. These detailed plans and specifications approved by the City are made part of this report by reference.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessment Number by the Imperial County Assessor's Office. The Imperial County Auditor/Controller uses Assessment Numbers and specific Fund Numbers to identify properties assessed on the tax roll for special district benefit assessments.

Following consideration of public comments and written protests at a noticed Public Hearing, the City Council may confirm the Report as submitted or amended and order the levy and collection of assessments for Fiscal Year 2025/2026 pursuant to the 1972 Act. The assessment information approved will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

II. PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The District consists of all lots, parcels and subdivisions of land located in the development area described below:

- Legacy Ranch: The District encompasses an area of land of approximately thirty-seven acres (37 acres) in size. It is bordered on the east side by Farnsworth Road and on the west side by Third Street and is located between W. Dannenberg Road to the north and W. McCabe Road to the south.

The District includes:

- 143 single-family residential lots, and
- A 1.5-acre community park which is located wholly within the residential subdivision of the District and is to be dedicated to the City. The park is adjacent to and south of Charles Elmore Drive and is surrounded by residential lots of the District on its three other sides.

  The location and borders of the District can be seen in Part V of this Report.

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "Maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. DESCRIPTION OF IMPROVEMENTS AND SERVICES

The purpose of this District is to ensure the ongoing maintenance, operation and servicing of park, landscaping, and lighting improvements established or installed in connection with development of properties within the District. The improvements to be maintained and funded through the District assessments are generally described as:

Park Maintenance

- Park landscaping including trees, vegetation, irrigation systems and hardscape improvements located within the park which is to be dedicated to the City for maintenance;
- Grass field for open play;
- Playground equipment including a tot lot with a shade structure;
- Pavilion for picnic area;
- Covered picnic area with picnic tables;
- Furnishings including a water fountain, benches and trash receptacles;
- Security lighting throughout the park;
- Approximately 49,000 square feet of turf grass including a grass field of approximately 35,000 square feet inside of the park walk and 15,000 square feet outside of the park walk for open play;
- Trees of assorted varieties of approximately 24" box size;
- Ornamental shrubs of approximately 5-gallon size;
- Ornamental vines of approximately 5-gallon size;
- Meandering concrete park walks along the perimeter of the park including concrete under pavilions, benches and memorial plaza;
- Concrete mow curbs;
- A memorial park monument sign with a plaque on the north side of the park; and a flagpole;
- Water fountains;
- Park benches;
- Trash receptacles; and
- All appurtenant facilities, equipment, materials and utilities related to the aforementioned improvements.

All parcels within the District are served by the park and can utilize the open entrance areas from Charles Elmore Drive.

Landscape Improvements

The landscaping improvements may include, but are not limited to, all landscaping material and facilities that benefit the properties within the District. These improvements include turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, entryway monuments, and associated appurtenant facilities located within the street right-of-ways and public areas including streetscape areas surrounding the development and at an off-site improvements location (retention basin) on the northeast corner of the Countryside North development. The following is a description of the landscape improvements:

- Perimeter landscape improvements along Farnsworth Lane frontage, consisting of trees no less than 24" box in size; planting areas of assorted shrubs, vines and groundcover of approximately 12,000 square feet, and turf of approximately 48,000 square feet. These improvements include those associated with landscaping for an Imperial Irrigation District

easement located alongside Farnsworth Lane, on the eastern boundary of the development.

- Perimeter landscape improvements along Third Street frontage, consisting of trees no less than 24” box in size; planting areas of assorted shrubs, vines and groundcover of approximately 12,000 square feet; and turf of approximately 4,000 square feet.
- Perimeter landscape improvements along Valor Lane close to the main entry into the development, consisting of trees and planting areas of assorted shrubs, vines and groundcover of approximately 2,000 square feet.
- Off-site landscape maintenance for the 5,600 of retention basin landscaping that the development benefits from includes but is not limited to trash removal, weed clearing and other necessary landscape maintenance within the basin.

Public Street Lighting Improvements

The street lighting improvements may include but are not limited to electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities associated with and located within the street right-of-ways and public areas surrounding the development:

- All public street lighting within the residential subdivision; which includes approximately 30 street-lights, including one close to the northwest corner of the park.
- Security lighting throughout the park.
- Public street lighting, traffic signals and other public lighting facilities on the streets surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the District.

III. METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to the Constitution, Article XIIID, Section 4, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits may be assessed.

B. PROPOSITION 218 BENEFIT ANALYSIS

The costs of the improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as an essential component and local amenity that provides a direct reflection and extension of the properties within the District, for which the property owners and residents have expressed a high level of support.

This District was formed to establish and provide for the improvements that enhance the presentation of the surrounding properties and developments. These improvements will directly benefit the parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape and lighting improvements within the existing Legacy Ranch District as well as provide for the annual maintenance of those improvements, and the assessment revenues generated by the District will be used solely for such purposes.

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIIID addresses several key criteria for the levy of assessments, notably:

Article XIIID Section 2d defines District as follows:

"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";

Article XIIID Section 2i defines Special Benefit as follows:

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

Article XIIID Section 4a defines proportional special benefit assessments as follows:

"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape and lighting improvements within the District, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either "general benefit" (not assessed) or "special benefit".

C. SPECIAL BENEFIT ANALYSIS

Each of the improvements, the associated costs and assessments have been carefully reviewed, identified and allocated based on special benefit pursuant to the provisions of the Constitution and 1972 Act. The improvements associated with this District have been identified as necessary, required and/or desired for

the orderly development of the properties within the District to their full potential, consistent with the proposed development plans. As such, these improvements would be necessary and required of individual property owners for the development of such properties and the ongoing operation, servicing and maintenance of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of ensuring the maintenance and operation of the improvements are of direct and special benefit to the properties.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the District receives benefit from the improvements. The desirability and security of properties is enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with all landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties providing a positive representation of the area and properties;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping;
- Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Enhanced quality of life through well-maintained parks and landscaped areas;
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti; and
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and aid to police protection;
- Increased nighttime safety on roads and streets;
- Improved ability of pedestrians and motorists to see;
- Improved ingress and egress to property;
- Reduced vandalism and other criminal act and damage to improvements or property; and

- Improved traffic circulation and reduced nighttime accidents and personal property loss.

The preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

Although the improvements include public easements, right-of-ways, streets and other amenities available or visible to the public at large, the construction and installation of these improvements are only necessary for the development of properties within the District and are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

D. ASSESSMENT METHODOLOGY

The method of apportionment for the District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of the parcel based on the parcel's actual land use or proposed planned development and is reliant upon the special benefit received from the improvements planned within the District. The development is a Single-Family Residential development and it has been determined that all residential parcels benefit equally from the improvements.

Equivalent Benefit Units:

To assess benefits equitably, it is necessary to relate each property's proportional special benefits to the special benefits of all other properties within the District. The Equivalent Benefit Unit method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Benefit Unit (EBU). All other land uses are converted to EBUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

The EBU method of apportioning special benefits is typically seen as an appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

EBU Application by Land Use:

Single-Family Residential: This land use is defined as a fully subdivided residential home site with or without a structure. This land use is assessed 1.0 EBU per lot or parcel. This is the base value that all other land use types are compared and weighted against (i.e. Equivalent Benefit Unit or EBU).

Multi-Family Residential: This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property. This land use is assessed 1.0 EBU per dwelling unit.

Planned-Residential Development: This land use is defined as any property not fully subdivided with a specific number of proposed residential lots or dwelling units to be developed on the parcel. This land use type is assessed at 1.0 EBU per planned (proposed) residential lot or dwelling unit.

Vacant Single-Family Residential: This land use is defined as property currently zoned for single-family detached residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

Vacant Multi-Family Residential: This land use is defined as property currently zoned for multi-family residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

Vacant Commercial: This land use is defined as property currently zoned for commercial use, but not specifically identified as commercial property. This land use is assessed at 1.0 EBU per acre. Parcels less than 1 acre are assigned a minimum of 1.0 EBU. Parcels over 50 acres are assigned a maximum of 50 EBU.

Developed Commercial: This land use is defined as property developed for either commercial or industrial use. This land use type is assessed at 4.0 EBU per gross acre. Parcels less than 0.25 acres are assigned a minimum of 1.0 EBU and there is no maximum acreage cap, as is the case with Vacant Commercial Property.

Recreational or Limited Commercial Use: This land use is defined as property used for recreational or commercial use that is not part of the improvements provided by the District. This land use classification may include, but is not limited to, golf courses, commercial parking lots or commercial properties where less than ten percent of the total acreage has been developed. This land use is assessed at 2.0 EBU per acre. Similar to Commercial properties, there is no maximum acreage cap for this land use but parcels less than 0.5 acres are assigned a minimum 1.0 EBU.

Exempt Parcels: This land use identifies properties that are not assessed and are assigned 0.0 EBU. This land use classification may include, but is not limited, to lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways including greenbelts and parkways; utility right-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed; park properties and other publicly owned properties that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

The following table provides a listing of land use types, land use code designations, the Equivalent Benefit Unit factor applied to that land use type, and the multiplying factor used to calculate each parcel's individual EBU.

Land Use Codes and Equivalent Benefit Units

Property Type	Land Use Code	Equivalent Benefit Unit	Multiplier
Single-Family Residential	SFR	1.0	Lot/Parcel
Multi-Family Residential	MFR	1.0	Dwelling Unit
Planned Residential Development	PRD	1.0	Planned Residential Lot or Dwelling Unit
Vacant Single-Family Residential	SFV	0.5	Parcel
Vacant Multi-Family Residential	MFV	0.5	Parcel
Vacant Commercial	CMV	1.0	Acreage
Developed Commercial	COM	4.0	Acreage
Recreational or Limited Commercial Use	REC	2.0	Acreage
Exempt	XMT	0.0	Parcel

The benefit formula applied to parcels within the District is based on the preceding Equivalent Benefit Unit (EBU) table. Each parcel's EBU correlates the parcel's special benefit received as compared to the other parcels benefiting from the improvements. The following formula is used to calculate each parcel's EBU (proportional benefit).

Parcel Type EBU x Acres/Dwelling Units/Parcel/Lot = Parcel EBU

The total number of Equivalent Benefit Units (EBUs) is the sum of all individual EBUs applied to parcels that receive a special benefit from the improvement. An assessment amount per EBU (Rate) for each improvement is established by taking the total cost of the improvement and dividing that amount by the total number of EBUs of all parcels benefiting from the improvement. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for that improvement.

Total Balance to Levy / Total EBU = Levy per EBU

Levy per EBU x Parcel EBU = Parcel Levy Amount

E. ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (California Constitution Articles XIIIC and XIIID), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District formation, balloting of property owners is required pursuant to the Constitution Article XIIID Section 4. The property owner ballots include an Assessment to be approved, as well as the approval of an assessment range formula.

The Maximum Assessment is equal to the initial Assessment approved by property owners adjusted annually by the percentage increase in the local Consumer Price Index (CPI) in the San Diego-Carlsbad area for All Urban Consumers from January to January. For Fiscal Year 2025/2026, the percentage increase of the local CPI is 3.81%.

Beginning in the second fiscal year of the District (Fiscal Year 2008/2009) and each fiscal year thereafter, the Maximum Assessment will be recalculated and a new Maximum Assessment established. The Maximum Assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per EBU) less than or equal to this Maximum Assessment is not considered an increased assessment, even if the proposed assessment is much greater than the assessment applied in the prior fiscal year.

IV. DISTRICT BUDGET

A. DESCRIPTION OF BUDGET ITEMS

The following is a brief description of the costs associated with the improvements and services funded through the District.

DIRECT COSTS:

Landscaping Maintenance Costs/Labor — Includes all regularly scheduled labor and general maintenance cost including all wages, salaries, benefits and contract services required to properly maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

Landscaping Supplies— Includes all, materials, supplies, (e.g. pipe, fertilizer, insecticides, fuel, cleaning material etc.), and equipment, (e.g. communication, small tools, rentals, machinery etc.), required to operate, maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

Utilities — The furnishing of water and electricity required for the operation and maintenance of the improvements and facilities.

Miscellaneous Expenses — This item includes repairs to the improvements and facilities that are not included in the yearly maintenance costs. This may include repair of damaged amenities due to vandalism, storms, etc. Also, included may be planned upgrades or replacements of the improvements and equipment that provide a direct benefit to the District.

ADMINISTRATION COSTS:

District Administration — May include all or a portion of the administrative and professional service costs associated with the coordination of District services and operations including response to public concerns and education and procedures associated with the levy and collection of assessments.

Professional Fees for Administration — This budget item includes the costs of contracting with professionals to provide administrative, legal or engineering services specific to the District.

County Per Parcel Fee — This is the cost to the District for the County to collect assessments on the property tax bills.

LEVY ADJUSTMENTS:

***Reserve Fund Collection/(Transfer)* —** The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a),* provides for a District Reserve Fund. This Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through December 10th or when the County provides the City with the first installment of assessments collected from the property tax bills (typically January or February). Negative amounts shown for this budget item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and also provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Interest Credit – This amount is the interest earnings for the District.

Capital Improvement Fund Collection/(Transfer) – The 1972 Act pursuant to *Chapter 5, beginning with Section 22660,* provides for the District to establish by resolution an assessment installment plan for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Depending on the nature of the planned improvements, the collection of funds necessary to complete the project may be collected over a period up to thirty years, but typically not more than five years. The funds collected shall be accumulated in a separate improvement fund commonly referred to as a Capital Improvement Fund (CIF) and are not considered part of the regular maintenance of the improvements or the Reserve Fund.

Because the money accumulated in the Capital Improvement Fund is for a specific planned project (budgeted separately), the amount shown for this item in the annual budget will typically be a positive number representing the amount being collected that year as part of the Balance to Levy. A negative number (Contribution) should only occur after the project has been completed and excess funds are being credited back to the District's regular accounts. The actual fund balances and expenditures for Capital Improvements are clearly identified under the Fund Balance Information section of the Budget.

***General Fund Loan Repayment/(Advances)* —** This item represents repayments of amounts that had been temporarily advanced to the District from other revenue sources (usually the General Fund) or represents funds being loaned to the District for the current Fiscal Year that must be repaid by future assessments. Similar to the Reserve Collection/ (Contribution) line item, this item directly impacts the Reserve Fund Balances either positively or negatively.

Repayments are shown as a positive number and represent additional money being collected in the current annual assessment to repay a prior loan. These

loans are typically for capital improvement expenditures or unforeseen expenditures incurred in prior years and Reserve Fund monies were not sufficient to cover the expenses. To ensure the ongoing operation and maintenance of the improvements, the City may advance funds to the District as a temporary loan to meet current expenditures and collect repayment of the loan through the annual assessments the following year or possibly over several years. Generally, all available Reserve Funds are exhausted before a temporary loan is advanced to the District and the Beginning Reserve Fund Balance will be a negative number indicating the loan amount is still outstanding. A loan for the current fiscal year (Contribution) is shown as a negative number. If the District is expected to incur significant expenditures in the current fiscal year for special services or capital improvements (upgrades or refurbishing of the improvements) and the proposed assessment revenues (annual assessments) and/or available Reserve Funds are not sufficient to cover the expenditures, the City may advance funds to the District as a temporary loan to meet the proposed expenditures.

Balance to Levy — This is the total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of Total Direct and Administration Costs, the Reserve Collection/ (Contribution), Replenishment/ (Contribution), and Other Revenue Sources.

DISTRICT STATISTICS:

Total Parcels — The total number of parcels within the District.

Total Parcels Levied — The total number of parcels within the District that are assessed. Non-assessable lots or parcels include properties that have been determined to receive no special benefits from the improvements and may include land principally encumbered by public or other right-of-ways or easements, common areas, and/or parcels that have restricted use or development potential.

Total Equivalent Benefit Units — The typical single-family residential parcel is assigned one (1.0) Equivalent Benefit Unit. Every other land-use or property type is assigned EBUs based on an assessment formula that equates the property's specific development status, type of development (land-use), and size, to a typical single-family residential parcel.

Applied Levy per EBU — This amount represents the assessment rate being applied to each parcel. The Levy per EBU is the result of dividing the total Balance to Levy, by the sum of the Total Equivalent Benefit Units to be assessed.

B. PROPOSED BUDGET FISCAL YEAR 2025/2026
100% Personnel Costs – 50% ½ Basketball Court

City of El Centro

Legacy Ranch Landscaping and Lighting Assessment
Fiscal Year 2025/2026
Fund Number: 92310

Levy Components	Special Benefit
DIRECT COSTS	
Landscaping Maintenance Costs/Labor	$30,000
Landscaping Supplies	4,000
Utilities: Water	7,800
Utilities: Electricity	3,500
Miscellaneous Expenses	3,000
Parks & Recreation Equipment	25,000
Subtotal Direct Costs	**$73,300**
ADMINISTRATION COSTS	
District Administration	$14,749
Professional Fees for Administration	3,952
County Fee	48
Subtotal Administration Costs	**$18,749**
TOTAL DIRECT AND ADMINISTRATION COSTS	**$92,049**
LEVY ADJUSTMENTS	
Reserve Fund Collection/(Transfer)	$150
Interest Credit	(50)
Capital Improvement Fund Collection/(Transfer)	0
General Fund Loan Repayment/(Advances)	0
TOTAL LEVY ADJUSTMENTS	**$100**
BALANCE TO LEVY	**$92,149**
DISTRICT STATISTICS	
Total Parcels	146
Total Parcels Levied	143
Total Equivalent Benefit Units	143.00
Applied Levy per EBU	**$644.40**
Maximum Assessment per Benefit Unit (Current Fiscal Year)	**$644.41**
RESERVE INFORMATION	
Beginning Projected Reserve Balance 07/1/2025	$10,912
Collection/(Transfer)	150
General Fund Loan Repayment/(Advances)	0
Ending Projected Reserve Balance 06/30/2026	**$11,062**

50% Personnel Cost – 50% ½ Basketball Court

City of El Centro

Legacy Ranch Landscaping and Lighting Assessment
Fiscal Year 2025/2026
Fund Number: 92310

Levy Components	Special Benefit
DIRECT COSTS	
Landscaping Maintenance Costs/Labor	$30,000
Landscaping Supplies	4,000
Utilities: Water	7,800
Utilities: Electricity	3,500
Miscellaneous Expenses	3,000
Parks & Recreation Equipment	25,000
Subtotal Direct Costs	**$73,300**
ADMINISTRATION COSTS	
District Administration	$9,125
Professional Fees for Administration	3,952
County Fee	48
Subtotal Administration Costs	**$13,125**
TOTAL DIRECT AND ADMINISTRATION COSTS	**$86,425**
LEVY ADJUSTMENTS	
Reserve Fund Collection/(Transfer)	$5,774
Interest Credit	(50)
Capital Improvement Fund Collection/(Transfer)	0
General Fund Loan Repayment/(Advances)	0
TOTAL LEVY ADJUSTMENTS	**$5,724**
BALANCE TO LEVY	**$92,149**
DISTRICT STATISTICS	
Total Parcels	146
Total Parcels Levied	143
Total Equivalent Benefit Units	143.00
Applied Levy per EBU	**$644.40**
Maximum Assessment per Benefit Unit (Current Fiscal Year)	**$644.41**
RESERVE INFORMATION	
Beginning Projected Reserve Balance 07/1/2025	$10,912
Collection/(Transfer)	5,774
General Fund Loan Repayment/(Advances)	0
Ending Projected Reserve Balance 06/30/2026	**$16,686**

50% Personnel Cost – No Basketball Court

City of El Centro

Legacy Ranch Landscaping and Lighting Assessment
Fiscal Year 2025/2026
Fund Number: 92310

Levy Components	Special Benefit
DIRECT COSTS	
Landscaping Maintenance Costs/Labor	$30,000
Landscaping Supplies	4,000
Utilities: Water	7,800
Utilities: Electricity	3,500
Miscellaneous Expenses	3,000
Parks & Recreation Equipment	0
Subtotal Direct Costs	**$48,300**
ADMINISTRATION COSTS	
District Administration	$9,125
Professional Fees for Administration	3,952
County Fee	48
Subtotal Administration Costs	**$13,125**
TOTAL DIRECT AND ADMINISTRATION COSTS	**$61,425**
LEVY ADJUSTMENTS	
Reserve Fund Collection/(Transfer)	$0
Interest Credit	(50)
Capital Improvement Fund Collection/(Transfer)	0
General Fund Loan Repayment/(Advances)	0
TOTAL LEVY ADJUSTMENTS	**($50)**
BALANCE TO LEVY	**$61,375**
DISTRICT STATISTICS	
Total Parcels	146
Total Parcels Levied	143
Total Equivalent Benefit Units	143.00
Applied Levy per EBU	**$429.20**
Maximum Assessment per Benefit Unit (Current Fiscal Year)	**$644.41**
RESERVE INFORMATION	
Beginning Projected Reserve Balance 07/1/2025	$10,912
Collection/(Transfer)	0
General Fund Loan Repayment/(Advances)	0
Ending Projected Reserve Balance 06/30/2026	**$10,912**

50% Personnel Cost – No Basketball Court – 15% Increase

City of El Centro

Legacy Ranch Landscaping and Lighting Assessment
Fiscal Year 2025/2026
Fund Number: 92310

Levy Components	Special Benefit
DIRECT COSTS	
Landscaping Maintenance Costs/Labor	$30,000
Landscaping Supplies	4,000
Utilities: Water	7,800
Utilities: Electricity	3,500
Miscellaneous Expenses	3,000
Parks & Recreation Equipment	0
Subtotal Direct Costs	**$48,300**
ADMINISTRATION COSTS	
District Administration	$9,125
Professional Fees for Administration	3,986
County Fee	48
Subtotal Administration Costs	**$13,159**
TOTAL DIRECT AND ADMINISTRATION COSTS	**$61,459**
LEVY ADJUSTMENTS	
Reserve Fund Collection/(Transfer)	$16,480
Interest Credit	(50)
Capital Improvement Fund Collection/(Transfer)	0
General Fund Loan Repayment/(Advances)	0
TOTAL LEVY ADJUSTMENTS	**$16,430**
BALANCE TO LEVY	**$77,889**
DISTRICT STATISTICS	
Total Parcels	146
Total Parcels Levied	143
Total Equivalent Benefit Units	143.00
Applied Levy per EBU	**$544.68**
Maximum Assessment per Benefit Unit (Current Fiscal Year)	**$644.41**
RESERVE INFORMATION	
Beginning Projected Reserve Balance 07/1/2025	$10,912
Collection/(Transfer)	16,480
General Fund Loan Repayment/(Advances)	0
Ending Projected Reserve Balance 06/30/2026	**$27,392**

C. HISTORICAL RATES

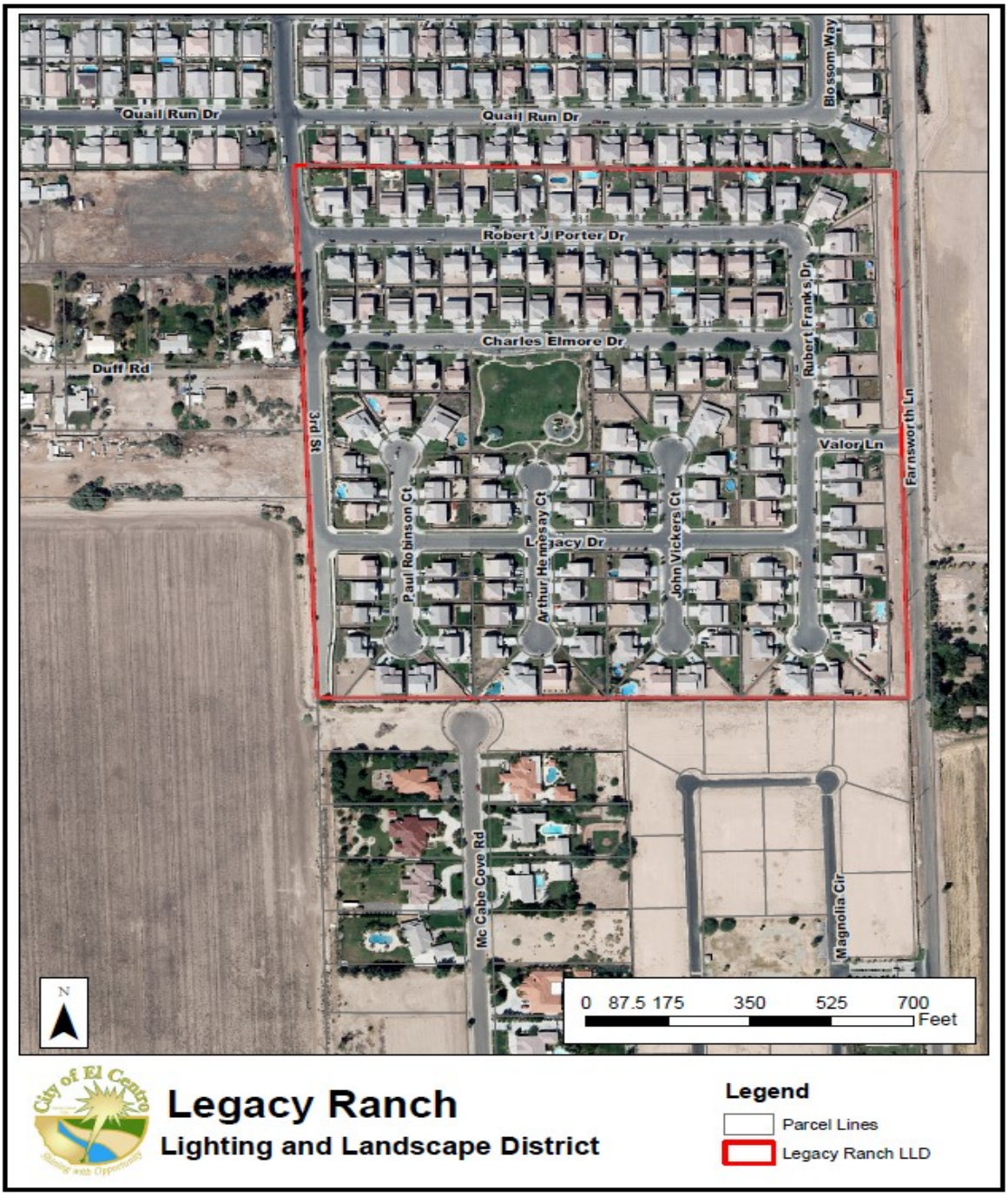
Fiscal Year	CPI	Applied Rate	Max Rate
2007/08	N/A	$391.16	$392.00
2008/09	2.29%	$400.97	$400.97
2009/10	3.85%	$416.42	$416.43
2010/11	0.00%	$416.42	$416.43
2011/12	1.32%	$416.42	$421.92
2012/13	3.03%	$354.55	$434.71
2013/14	1.60%	$50.00	$441.68
2014/15	1.31%	$50.00	$447.45
2015/16	1.85%	$50.00	$455.74
2016/17	1.62%	$50.00	$463.12
2017/18	1.97%	$50.00	$472.22
2018/19	3.01%	$49.83	$486.46
2019/20	2.58%	$49.83	$498.99
2020/21	2.30%	$173.36	$510.47
2021/22	1.69%	$173.26	$519.11
2022/23	8.22%	$259.88	$561.80
2023/24	6.45%	$350.84	$598.01
2024/25	3.80%	$473.63	$620.73
2025/26	3.81%	TBD	$644.41

D. CAPITAL IMPROVEMENT PLANS

The Fiscal Year 2025/2026 District budget includes funds to be used for construction of a basketball court and is listed in the budget as “Parks & Recreation Equipment”.

V. DISTRICT DIAGRAM

The Diagram for the Legacy Ranch Landscaping and Lighting District is on file with the City Clerk and by reference herein is made part of this Report. The parcels within the Legacy Ranch Landscaping and Lighting District consist of all lots, parcels and subdivisions of land shown on the Imperial Assessor's parcel maps. The lines and dimensions shown on the County Assessor Parcel maps for the current year are incorporated by reference herein and made part of this Report.



VI. 2025/2026 ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Imperial County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps. A listing of the current assessor parcels to be assessed within this District along with the assessment amounts is provided in the Assessment Roll on file at the Office of the City Clerk.

City of El Centro
Legacy Ranch Landscaping and Lighting Assessment
Preliminary Assessment Roll
Fiscal Year 2025/26

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-671-001-000	298 ROBERT J PORTER DR	SFR	1.00	$644.41	
054-671-002-000	286 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-003-000	274 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-004-000	262 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-005-000	250 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-006-000	238 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-007-000	226 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-008-000	214 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-009-000	202 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-010-000	198 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-011-000	186 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-012-000	174 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-013-000	162 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-014-000	150 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-015-000	138 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-016-000	126 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-017-000	114 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-018-000	102 ROBERT J PORTER DR	SFR	1.00	644.41	
054-671-019-000	3801 RUBERT FRANKS DR	SFR	1.00	644.41	
054-671-020-000	3813 RUBERT FRANKS DR	SFR	1.00	644.41	
054-671-021-000	3827 RUBERT FRANKS DR	SFR	1.00	644.41	
054-671-022-000	3841 RUBERT FRANKS DR	SFR	1.00	644.41	
054-671-023-000	3853 RUBERT FRANKS DR	SFR	1.00	644.41	
054-671-024-000	3865 RUBERT FRANKS DR	SFR	1.00	644.41	
054-671-025-000	3877 RUBERT FRANKS DR	SFR	1.00	644.41	
054-671-026-000	3889 RUBERT FRANKS DR	SFR	1.00	644.41	
054-672-001-000	297 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-002-000	285 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-003-000	273 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-004-000	261 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-005-000	249 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-006-000	237 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-007-000	225 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-008-000	213 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-009-000	201 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-010-000	197 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-011-000	185 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-012-000	173 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-013-000	161 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-014-000	149 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-015-000	137 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-016-000	125 ROBERT J PORTER DR	SFR	1.00	644.41	
054-672-017-000	126 CHARLES ELMORE DR	SFR	1.00	644.41	
054-672-018-000	138 CHARLES ELMORE DR	SFR	1.00	644.41	
054-672-019-000	150 CHARLES ELMORE DR	SFR	1.00	644.41	
054-672-020-000	162 CHARLES ELMORE DR	SFR	1.00	644.41	
054-672-021-000	174 CHARLES ELMORE DR	SFR	1.00	644.41	
054-672-022-000	186 CHARLES ELMORE DR	SFR	1.00	644.41	
054-672-023-000	198 CHARLES ELMORE DR	SFR	1.00	644.41	
054-672-024-000	202 CHARLES ELMORE DR	SFR	1.00	644.41	
054-672-025-000	214 CHARLES ELMORE DR	SFR	1.00	644.41	
054-672-026-000	226 CHARLES ELMORE DR	SFR	1.00	644.41	
054-672-027-000	238 CHARLES ELMORE DR	SFR	1.00	644.41	
054-672-028-000	250 CHARLES ELMORE DR	SFR	1.00	644.41	
054-672-029-000	262 CHARLES ELMORE DR	SFR	1.00	644.41	
054-672-030-000	274 CHARLES ELMORE DR	SFR	1.00	644.41	
054-672-031-000	286 CHARLES ELMORE DR	SFR	1.00	644.41	

City of El Centro
Legacy Ranch Landscaping and Lighting Assessment
Preliminary Assessment Roll
Fiscal Year 2025/26

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-672-032-000	298 CHARLES ELMORE DR	SFR	1.00	644.41	
054-673-001-000	297 CHARLES ELMORE DR	SFR	1.00	644.41	
054-673-002-000	285 CHARLES ELMORE DR	SFR	1.00	644.41	
054-673-003-000	273 CHARLES ELMORE DR	SFR	1.00	644.41	
054-673-004-000	261 CHARLES ELMORE DR	SFR	1.00	644.41	
054-673-005-000	249 CHARLES ELMORE DR	SFR	1.00	644.41	
054-673-007-000	197 CHARLES ELMORE DR	SFR	1.00	644.41	
054-673-008-000	185 CHARLES ELMORE DR	SFR	1.00	644.41	
054-673-009-000	173 CHARLES ELMORE DR	SFR	1.00	644.41	
054-673-010-000	161 CHARLES ELMORE DR	SFR	1.00	644.41	
054-673-011-000	149 CHARLES ELMORE DR	SFR	1.00	644.41	
054-673-012-000	137 CHARLES ELMORE DR	SFR	1.00	644.41	
054-673-013-000	125 CHARLES ELMORE DR	SFR	1.00	644.41	
054-673-014-000	3900 RUBERT FRANKS DR	SFR	1.00	644.41	
054-673-015-000	3912 RUPERT FRANKS DR	SFR	1.00	644.41	
054-673-016-000	3924 RUPERT FRANKS DR	SFR	1.00	644.41	
054-673-017-000	3936 RUPERT FRANKS DR	SFR	1.00	644.41	
054-673-018-000	3948 RUBERT FRANKS DR	SFR	1.00	644.41	
054-673-019-000	3947 JOHN VICKERS CT	SFR	1.00	644.41	
054-673-020-000	3935 JOHN VICKERS CT	SFR	1.00	644.41	
054-673-021-000	3923 JOHN VICKERS CT	SFR	1.00	644.41	
054-673-022-000	3911 JOHN VICKERS CT	SFR	1.00	644.41	
054-673-023-000	3900 JOHN VICKERS CT	SFR	1.00	644.41	
054-673-024-000	3912 JOHN VICKERS CT	SFR	1.00	644.41	
054-673-025-000	3924 JOHN VICKERS CT	SFR	1.00	644.41	
054-673-026-000	3936 JOHN VICKERS CT	SFR	1.00	644.41	
054-673-027-000	3948 JOHN VICKERS CT	SFR	1.00	644.41	
054-673-028-000	3947 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-673-029-000	3935 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-673-030-000	3923 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-673-031-000	3924 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-673-032-000	3936 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-673-033-000	3948 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-673-034-000	3947 PAUL ROBINSON CT	SFR	1.00	644.41	
054-673-035-000	3935 PAUL ROBINSON CT	SFR	1.00	644.41	
054-673-036-000	3923 PAUL ROBINSON CT	SFR	1.00	644.41	
054-673-037-000	3911 PAUL ROBINSON CT	SFR	1.00	644.41	
054-673-038-000	3900 PAUL ROBINSON CT	SFR	1.00	644.41	
054-673-039-000	3912 PAUL ROBINSON CT	SFR	1.00	644.41	
054-673-040-000	3924 PAUL ROBINSON CT	SFR	1.00	644.41	
054-673-041-000	3936 PAUL ROBINSON CT	SFR	1.00	644.41	
054-673-042-000	3948 PAUL ROBINSON CT	SFR	1.00	644.41	
054-674-001-000	3952 PAUL ROBINSON CT	SFR	1.00	644.41	
054-674-002-000	3964 PAUL ROBINSON CT	SFR	1.00	644.41	
054-674-003-000	3976 PAUL ROBINSON CT	SFR	1.00	644.41	
054-674-004-000	3988 PAUL ROBINSON CT	SFR	1.00	644.41	
054-674-005-000	3998 PAUL ROBINSON CT	SFR	1.00	644.41	
054-674-006-000	3999 PAUL ROBINSON CT	SFR	1.00	644.41	
054-674-007-000	3989 PAUL ROBINSON CT	SFR	1.00	644.41	
054-674-008-000	3977 PAUL ROBINSON CT	SFR	1.00	644.41	
054-674-009-000	3965 PAUL ROBINSON CT	SFR	1.00	644.41	
054-674-010-000	3953 PAUL ROBINSON CT	SFR	1.00	644.41	
054-674-011-000	3952 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-674-012-000	3964 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-674-013-000	3976 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-674-014-000	3988 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-674-015-000	3998 ARTHUR HENNESAY CT	SFR	1.00	644.41	

City of El Centro
Legacy Ranch Landscaping and Lighting Assessment
Preliminary Assessment Roll
Fiscal Year 2025/26

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-674-016-000	3999 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-674-017-000	3989 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-674-018-000	3977 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-674-019-000	3965 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-674-020-000	3953 ARTHUR HENNESAY CT	SFR	1.00	644.41	
054-674-021-000	3952 JOHN VICKERS CT	SFR	1.00	644.41	
054-674-022-000	3964 JOHN VICKERS CT	SFR	1.00	644.41	
054-674-023-000	3976 JOHN VICKERS CT	SFR	1.00	644.41	
054-674-024-000	3988 JOHN VICKERS CT	SFR	1.00	644.41	
054-674-025-000	3998 JOHN VICKERS CT	SFR	1.00	644.41	
054-674-026-000	3999 JOHN VICKERS CT	SFR	1.00	644.41	
054-674-027-000	3989 JOHN VICKERS CT	SFR	1.00	644.41	
054-674-028-000	3977 JOHN VICKERS CT	SFR	1.00	644.41	
054-674-029-000	3965 JOHN VICKERS CT	SFR	1.00	644.41	
054-674-030-000	3953 JOHN VICKERS CT	SFR	1.00	644.41	
054-674-031-000	3952 RUBERT FRANKS DR	SFR	1.00	644.41	
054-674-032-000	3964 RUBERT FRANKS DR	SFR	1.00	644.41	
054-674-033-000	3976 RUBERT FRANKS DR	SFR	1.00	644.41	
054-674-034-000	3988 RUBERT FRANKS DR	SFR	1.00	644.41	
054-674-035-000	3998 RUBERT FRANKS DR	SFR	1.00	644.41	
054-674-038-000	3977 RUBERT FRANKS DR	SFR	1.00	644.41	
054-674-039-000	3965 RUBERT FRANKS DR	SFR	1.00	644.41	
054-674-040-000	3953 RUBERT FRANKS DR	SFR	1.00	644.41	
054-674-041-000	3941 RUBERT FRANKS DR	SFR	1.00	644.41	
054-674-042-000	3927 RUBERT FRANKS DR	SFR	1.00	644.41	
054-674-043-000	3913 RUBERT FRANKS DR	SFR	1.00	644.41	
054-674-044-000	3901 RUBERT FRANKS DR	SFR	1.00	644.41	
054-674-046-000	3999 RUBERT FRANKS DR	SFR	1.00	644.41	
054-674-047-000	3989 RUBERT FRANKS DR	SFR	1.00	644.41	
Total			**143.00**	**$92,150.19**	**TBD**
Total Parcels					**143**

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-131)

Item: 8.
Meeting: 5/6/2025 4:00 PM
Department: Finance
Category: Resolution
Prepared by: Elizabeth Fuchen, Interim Finance Director
Department Head:
DOC ID: 2025-131

Adopt Resolution 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE EL CENTRO LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2025-2026; AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE EL CENTRO LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2025-2026; AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH.

FISCAL IMPACT:
Will be the first step in determining the coming year's assessment for The District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
On an annual basis, the El Centro Legacy Ranch Landscape and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. Prior to holding a public meeting on this issue, the items noted in the Resolutions presented to you in this document must be processed.

DISCUSSION:

CONCLUSION:
Staff recommends Adopting Resolution 25- , A Resolution of The City Council of The City of El Centro Initiating Proceedings For The Levy and Collection of Assessments For The El Centro Legacy Ranch Landscaping And Lighting District For Fiscal Year 2025-2026; And Ordering The Preparation of an Engineer's Report In Connection Therewith

ATTACHMENTS:
1. Levy & Collection - Legacy Ranch Intent

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE EL CENTRO LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2025-2026; AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of El Centro, California (the "City Council"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (the "Act"), desires to levy and collect annual assessments for the Legacy Ranch Landscaping and Lighting District (the "District") to pay for the operation, maintenance and servicing of the landscaping improvements and all appurtenant facilities related thereto. The Act provides for the levy of such assessments by the County of Imperial on behalf of the City of El Centro, California (the "City") pursuant to Chapter 4, Article 2; and

WHEREAS, the District and the associated assessments are in compliance with the provisions of California Constitution Article XIIID, and

WHEREAS, the City Council has retained Willdan Financial Services as the Engineer for the purpose of assisting with the annual levy of the District, and to prepare and file an Engineer's Report with the City Clerk in accordance with the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby proposes to levy and collect assessments against the lots and parcels of land within such District to pay for the costs and expenses of the improvements described in Section 3 hereof for the fiscal year commencing July 1, 2025, and ending June 30, 2026, pursuant to the Act and as provided by Article XIII D of the California Constitution.

2. The general location and boundaries of the District are shown on maps on file in the office of the City's City Clerk, are incorporated herein by reference, and open to public inspection.

3. The proposed improvements may be briefly described as follows: the operation, maintenance and servicing of street lighting, turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, street lighting and associated appurtenant facilities located within the streetscape (and perimeter landscaping) surrounding the developments. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the street lighting, ornamental structures, landscaping and appurtenant facilities, including repair, removal or replacement of all or part of any of the street lighting, ornamental structures, landscaping or appurtenant facilities. Servicing means the furnishing of electricity

for the street lighting and operation of the ornamental structures, landscaping, and appurtenant facilities, and water for the irrigation and control of the landscaping and the maintenance of any of the ornamental structures, landscaping, lighting and appurtenant facilities.

4. The City Council hereby designates Willdan Financial Services as the Engineer for the purposes of these proceedings and orders the Engineer to prepare and file with the City Clerk a written report in accordance with Article XIII D, Section 4 of the California Constitution and Article 4 (commencing with Section 22565) of Chapter 1 of the Act for fiscal year 2025-2026 commencing July 1, 2025, and ending June 30, 2026. Such Report shall refer to the District by its distinctive designation.

5. Lots or parcels within the District that are owned or used by any county, city, city and county, special district or any other local or regional governmental entity, the State of California or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025.

CITY OF EL CENTRO

By: _____
Sonia Carter, Mayor

ATTEST:

By: _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-132)

Item: 9.
Meeting: 5/6/2025 4:00 PM
Department: Finance
Category: Resolution
Prepared by: Elizabeth Fuchen, Interim Finance Director
Department Head:
DOC ID: 2025-132

Adopt Resolution 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO THE EL CENTRO LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO THE EL CENTRO LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026.

FISCAL IMPACT:
Will be the first step in determining the coming year's assessment for the District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
On an annual basis, the El Centro Legacy Ranch Landscape and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. Prior to holding a public meeting on this issue, the items noted in the Resolutions presented to you in this document must be processed.

DISCUSSION:

CONCLUSION:
Staff recommends Adopting Resolution 25- , A Resolution of the City Council of The City of El Centro, California, declaring its intention to Levy and Collect Annual Assessments related to the El Centro Legacy Ranch Landscaping and Lighting District for Fiscal Year 2025-2026.

ATTACHMENTS:
1. Intention Levy - Legacy Ranch Intent

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO THE EL CENTRO LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026

WHEREAS**,** the City Council of the City of El Centro, California (the "City Council"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act") and by previous resolution, initiated proceedings for the Legacy Ranch Landscaping and Lighting District (the "District") to levy and collect annual assessments to pay for the operation, maintenance and servicing of landscaping, lighting and all appurtenant facilities related thereto for Fiscal Year 2025-2026; and

WHEREAS**,** the City Council desires to levy and collect the annual assessments against lots and parcels of land within the District to pay the cost and expenses related to the improvements described in Section 3 of this resolution; and

WHEREAS**,** the Engineer selected by the City Council has prepared and filed with the City Clerk for the City of El Centro, California (the "City") a report in connection with the District and levy of assessments for Fiscal Year 2025-2026 (beginning July 1, 2025 and ending June 30, 2026) in accordance with *Chapter 1, Article 4* of the Act, and the Council did by previous resolution preliminarily approve such report.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby declares that it is its intention to seek the annual levy of the District in accordance with Chapter 3, Section 22624, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the costs of the maintenance and servicing of the landscaping improvements and all appurtenant facilities and operations related thereto for Fiscal Year 2025-2026. The territory included within the District is generally described in section 2 of this resolution and is designated as Legacy Ranch Landscaping and Lighting District.

2. The boundaries of the District are bordered on the east side by Farnsworth Road and on the west side by Third Street and is located between West Danenberg Drive to the north and West McCabe Road to the south.

3. The landscaping improvements may include, but are not limited to all landscaping material and facilities within the District. These improvements include turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls

or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (and perimeter landscaping) surrounding the developments. The street lighting improvements may include but are not limited to electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities. For specific improvements reference Fiscal Year 2025-2026 Engineer's Report.

4. The proposed assessments for the District are outlined in the Engineer's Annual Levy Report. The report details the proposed assessments necessary to provide for the annual operation, administration, services and maintenance of the improvements described in section 4 of this resolution and by reference said report is made part of this resolution.

5. The District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIIID.

6. The City Council hereby declares its intention to conduct a public hearing concerning the District and the levy of assessments for the improvements related thereto in accordance with Chapter 3, Section 22626 of the Act.

7. Notice is hereby given that a public hearing on these matters will be held by the City Council on **Tuesday, June 3, 2025, at 6:00 p.m.** or as soon thereafter as feasible at the El Centro Council Chambers, 1275 Main Street in El Centro.

8. The City Clerk shall cause notice to be given of the time and place of the public hearing by causing the publishing of this resolution once in the local paper not less than ten (10) days before the date of the hearing and by posting a copy of this resolution on the official bulletin board customarily used by the City Council for the posting of notices.

9. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing, or having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. At the public hearing, all interested persons shall be afforded the opportunity to hear and be heard.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025.

CITY OF EL CENTRO

By: _____
Sonia Carter, Mayor

ATTEST:

By: _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
By: _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By_____
Norma Wyles, City Clerk

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-133)

Item: 10.
Meeting: 5/6/2025 4:00 PM
Department: Finance
Category: Resolution
Prepared by: Elizabeth Fuchen, Interim Finance Director
Department Head:
DOC ID: 2025-133

Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH.

FISCAL IMPACT:
Will be the first step in determining the coming year's assessment for The District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
On an annual basis, the El Centro Town Center Landscape and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. Prior to holding a public meeting on this issue, the items noted in the Resolutions presented to you in this document must be processed.

DISCUSSION:

CONCLUSION:
Staff recommends Adoption of Resolution No. 25- , A Resolution of The City Council of The City Of El Centro initiating proceedings for the Levy and Collection of Assessments for The El Centro Town Center Landscaping and Lighting District for Fiscal Year 2025-2026 and ordering the preparation of an Engineer's Report in connection therewith.

ATTACHMENTS:

1. levy & Collection - Town center Intent

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of El Centro, California (the "City Council"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California beginning with Section 22500* (the " Act"), desires to levy and collect annual assessments for the Town Center Landscaping and Lighting District (the "District") to pay for the operation, maintenance and servicing of the landscaping improvements and all appurtenant facilities related thereto. The Act provides for the levy of such assessments by the County on behalf of the City pursuant to *Chapter 4, Article 2*; and

WHEREAS, the District and the associated assessments are in compliance with the provisions of California Constitution Article XIIID; and

WHEREAS, the City Council has retained Willdan Financial Services as the engineer for the purpose of assisting with the annual levy of the District and to prepare and file an engineer's report with the City Clerk in accordance with the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

1. That the above recitals are true and correct.

2. That the City Council hereby proposes to levy and collect assessments against the lots and parcels of land within the District to pay for the costs and expenses of the improvements described in section 3 hereof for the fiscal year commencing July 1, 2025 and ending June 30, 2026, pursuant to the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code (the "Act") and as provided by Article XII D of the California Constitution.

3. That the general location and boundaries of the District are shown on maps on file in the office of the City Clerk, are incorporated herein by reference, and open to public inspection.

4. That the proposed improvements may be briefly described as follows: the operation, maintenance and servicing of street lighting, turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, street lighting and associated appurtenant facilities located within the streetscape (and perimeter

landscaping) surrounding the developments. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the street lighting, ornamental structures, landscaping and appurtenant facilities, including repair, removal or replacement of all or part of any of the street lighting, ornamental structures, landscaping or appurtenant facilities. Servicing means the furnishing of electricity for the street lighting and operation of the ornamental structures, landscaping, and appurtenant facilities, and water for the irrigation and control of the landscaping and the maintenance of any of the ornamental structures, landscaping, lighting and appurtenant facilities.

5. That the City Council hereby designates Willdan Financial Services as the Engineer for the purposes of these proceedings and orders the engineer to prepare and file with the City Clerk a written report in accordance with Article XIIID, Section 4 of the California Constitution and Article 4 (commencing with Section 22565) of Chapter 1 of the Act for Fiscal Year 2025-2026 commencing July 1, 2025 and ending June 30, 2026. Such report shall refer to the District by its distinctive designation.

6. That lots or parcels within the District that are owned or used by any county, city, city and county, special district or any other local or regional governmental entity, the State of California or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025.

CITY OF EL CENTRO

By_____
Sonia Carter, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-134)

Item: 11.
Meeting: 5/6/2025 4:00 PM
Department: Finance
Category: Resolution
Prepared by: Elizabeth Fuchen, Interim Finance Director
Department Head:
DOC ID: 2025-134

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026.

FISCAL IMPACT:
Will be the first step in determining the coming year's assessment for The District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
On an annual basis, the El Centro Town Center Landscape and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. Prior to holding a public meeting on this issue, the items noted in the Resolutions presented to you in this document must be processed.

DISCUSSION:

CONCLUSION:
Staff recommends adoption of Resolution No. 25- , Resolution of The City Council of The City Of El Centro, for preliminary approval of The Engineer's Annual Levy Report regarding The El Centro Town Center Landscaping and Lighting District; and the levy and collection of annual assessments related thereto for Fiscal Year 2025-2026.

ATTACHMENTS:
1. Engineers Report - Town Center Intent
2. FY2526 El Centro Town Center LLD Engineer's Report_IM

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026

WHEREAS, the City Council for the City of El Centro, California (the "City Council") has, by previous resolution, ordered the preparation of an engineer's report (the "Report") regarding the assessment district designated as the Town Center Landscaping and Lighting District (the "District"), and the levy and collection of assessments related thereto for Fiscal Year 2025-2026, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (the "Act"); and

WHEREAS, there has now been presented to this City Council the Report as required by Chapter 3, Section 22623 of the Act; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminary satisfied with the District, the improvements described therein and each of the budget items and documents as set forth therein and is satisfied that the proposed annual assessments, on a preliminary basis, have been assigned in accordance with the special benefits received from the improvements, operation, administration, maintenance and services to be performed within the District, as set forth in the Report.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the above recitals are true and correct.

2. That the Report as presented consists of the following:

   - A description of improvements;
   - A diagram of the District;
   - The proposed annual budget for the fiscal year (costs and expenses);
   - The method of apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment; and
   - The District roll containing the levy for each assessor parcel number within the District commencing Fiscal Year 2025-2026.

3. That the District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIIID.

4. That the Report is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

5. That the City Clerk shall certify to the passage and adoption of this resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of , 2025.

CITY OF EL CENTRO

By_____
Sonia Carter, Mayor

ATTEST:

By_____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By_____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By_____
Norma Wyles, City Clerk

City of El Centro

Town Center
Landscaping and Lighting District

2025/2026 ENGINEER'S REPORT

Intent Meeting: May 6, 2025
Public Hearing: June 3, 2025

27368 Via Industria, Suite 200
Temecula, California 92590
T. 951.587.3500 800.755.6864
F. 951.587.3510 888.326.6864

www.willdan.com

WILLDAN

ENGINEER'S REPORT AFFIDAVIT

Town Center Landscaping and Lighting District

The District includes the parcels of land within the residential and commercial subdivisions known as

Town Center

City of El Centro
County of Imperial, State of California

This Report identifies the parcels within the District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Imperial County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of El Centro

By: _____

Michelle Laase
Project Manager, District Administration Services

By: _____

Tyrone Peter
P.E. # C 81888

PRELIMINARY APPROVAL

This Engineer's Report and the proposed assessments described herein have been preliminarily approved by the City Council of the City of El Centro on this _____ day of _____, 2025.

_____

Norma Wyles, CMC
City Clerk
City of El Centro

FINAL APPROVAL

This Engineer's Report, the improvements and assessments described herein were approved and adopted by the City Council of the City of El Centro on this _____ day of _____, 2025.

_____

Norma Wyles CMC
City Clerk
City of El Centro

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY *1*

A. INTRODUCTION 1

II. PLANS AND SPECIFICATIONS *2*

A. DESCRIPTION OF THE DISTRICT 2
B. IMPROVEMENTS AND SERVICES 2
C. ZONES OF BENEFIT (ZONES) 5

III. METHOD OF APPORTIONMENT *9*

A. BENEFIT ANALYSIS 9
B. ASSESSMENT METHODOLOGY 13

IV. ESTIMATED COST OF THE IMPROVEMENTS *17*

A. CALCULATION OF ASSESSMENTS 17
B. ASSESSMENT RATES 18
C. ANNUAL INFLATIONARY ADJUSTMENT 18
D. DESCRIPTION OF BUDGET ITEMS 19
E. DISTRICT BUDGET 22
F. CAPITAL IMPROVEMENT PLANS 24

V. DISTRICT DIAGRAM *25*

VI. 2025/2026 ASSESSMENT ROLL *27*

I. EXECUTIVE SUMMARY

A. INTRODUCTION

Pursuant to the provisions of the *Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500* (the "1972 Act"), and in compliance with the substantive and procedural requirements of *Article XIIID of the California State Constitution* (the "California Constitution"), the City Council of the City of El Centro, County of Imperial, State of California (the "City"), formed a special benefit assessment district designated as:

Town Center Landscaping and Lighting District

(the "District"), which includes all lots and parcels of land that will receive special benefits from the maintenance, servicing and operation of landscaping and lighting improvements associated with, constructed, and installed in connection with the development of the area known as Town Center. The District was formed in 2016 and annual assessments are levied pursuant to the 1972 Act and in compliance with the California Constitution.

This Engineer's Annual Levy Report ("Report") describes the District and the proposed assessments for Fiscal Year 2025/2026. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming Fiscal Year. Parcels within the District are assessed proportionately for only those improvements and services that are a special benefit.

The District, boundaries, improvements and services, method of apportionment and assessments described in this Report are based on current development and improvement plans including direct expenditures, incidental expenses, and reserves associated with the maintenance and servicing of the improvements. These detailed plans and specifications approved by the City are made part of this report by reference.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessment Number by the Imperial County Assessor's Office. The Imperial County Auditor/Controller uses Assessment Numbers and specific Fund Numbers to identify properties assessed on the tax roll for special district benefit assessments.

Following consideration of public comments and written protests at a noticed Public Hearing, the City Council may confirm the Report as submitted or amended and order the levy and collection of assessments for Fiscal Year 2025/2026 pursuant to the 1972 Act. The assessment information approved will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

II. PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The territory within the District consists of the lots and parcels of land within the City of El Centro that are part of the development and planned development of the non-residential, multi-family residential and/or mixed use properties in the area of the City known as Town Center, located east of State Highway 86 (Imperial Avenue), west of 8th Street, north of Bradshaw Avenue and generally south of Treshill Road.

The District boundary and the territory therein is comprised of thirty-four (34) parcels currently identified on the Imperial County Assessor's Parcel Number (APN) Maps as Book 044, Page 62, Parcels 008, 009, 017, 018, 020, 022, 023, 026, 027, 031, 037 through 041, 044, 046 through 048, 050, 052 through 062, 064 through 066. These parcels total approximately one-hundred and thirty-eight (138) acres, but within this territory, parcels 044-620-044 and 044-620-052 are considered exempt from assessment as they incorporate an easement and the Town Center detention basin. Specifically:

- Parcel 044-620-044 is identified as an easement property located along the northern boundary of the District extending between Imperial Avenue and 12th Street. Although part of the Town Center development area and thus included in the District, this parcel cannot be developed independently if at all and therefore does not receive special benefit from the improvements and is exempt from assessment. Identified as Assessment Number 27 on the District Diagram contained in Part V of this Report;

- Parcel 044-620-052 (12.39 acres) incorporates the Town Center detention basin and therefore does not receive special benefit from the improvements and is exempt from assessment. Identified as Assessment Number 26 on the District Diagram contained in Part V of this Report;

Within the boundaries of the District, parcels have been identified and grouped into one of four designated benefit zones ("Zones") based on the special benefits properties will receive from various District improvements to be maintained. A brief description of each Zone is provided later in this report under the "Zones of Benefit" heading. The District Diagrams, contained in Part V of this Report, provides a visual representation of the Zone boundaries showing the exterior boundaries of the District and Zones.

B. IMPROVEMENTS AND SERVICES

The purpose of the District is to provide funding for the continued maintenance, operation and servicing of the lighting and landscaping improvements that are in proximity to and provide a particular and distinct benefit (special benefit) to the properties and developments within the District. The specific plans, specifications and detailed drawings of the improvements within the District are not bound in this Report but are on file in the City's Public Works Department and by reference are incorporated and made a part of this Report. As authorized by the 1972 Act, the improvements, services and expenses to be funded by the District assessments include, but are not limited to the furnishing of labor, materials, equipment, and utilities for the ordinary and usual maintenance, operation, and servicing of the streetlights, landscaping and related facilities within the public rights-of-way and/or easements dedicated to the City for maintenance purposes.

Street Lighting

The streetlights to be funded by the District are local streetlights located within the District and these streetlights are categorized as either:

- **District-wide (Shared) Street Light Improvements**, which are located on the main access streets within and adjacent to the District. These streetlights are located on both sides of Cruickshank Drive, the north side of Bradshaw Avenue, and the west side of 8th Street, and may include any future streetlights installed on these streets. These improvements are proportionately shared by all parcels within the District.

- **Zone-Specific Street Light Improvements**, which includes street lighting on 12th Street, which benefits only those parcels that are accessed directly from 12th Street and/or are adjacent to the street. These streetlights are located on both sides of 12th Street and provide proportional special benefit to only specific properties within the District and these parcels are grouped into a Zone that reflects their difference in benefit from other District parcels. Similarly, street lighting on 10th Street benefits only those parcels that are accessed directly from 10th Street and/or are adjacent to the street. These streetlights are currently being installed and will be located on both sides of 10th Street and provide proportional special benefit to only specific properties within the District. Parcels that receive special benefits from these lights are grouped into one of two Zones that reflects their difference in benefit from other District parcels.

The maintenance, operation, and servicing of the District lighting improvements generally include the furnishing of labor, materials, equipment and electricity for the ordinary and usual maintenance, operation, and servicing of streetlights within the public rights-of-way and easements dedicated to the City. These activities may include, but are not limited to:

- Furnishing of electric current or other illuminating agent.
- Maintenance, repair, and replacement of light poles and fixtures, including changing light bulbs, painting, photoelectric sell repair or replacement, and repairing damage cause by accidents, vandalism, time, and weather.
- Electrical conduit and pull-box repair and replacement due to damage by construction and weather.
- Monitoring of the Underground Service Alert (USA) network, identification of proposed excavation in the vicinity of lighting electrical conduits and marking the location of those underground conduits in the field to prevent damage by excavation.
- Service, maintenance, repair, and replacement including replacing worn out electrical components and repairing damage due to accidents, vandalism, and weather.
- Periodic repair and rehabilitation of the street lighting system including replacement of old equipment with new or reconditioned equipment; and repair, removal or replacement of related equipment as required including but not limited to lighting fixtures, poles, meters, conduits, electrical cable and relocation of street light facilities as necessary including the purchase and installation of related equipment and facilities.

Landscaping Improvements

The landscaping to be funded by the District are local landscape improvement areas located within the District and these landscape improvements are categorized as either:

- **District-wide Shared Landscape Improvements**, include the landscaping and appurtenant amenities surrounding the detention basin located in the northeast portion of the District. Water run-off from each parcel within the District flows into this detention basin and while the drainage and flood control related maintenance and servicing of this basin is funded by other revenue sources and not part of this District's budget or assessments the landscaping and appurtenant amenities (fencing) that surround the detention basin benefit and are proportionately shared by all parcels within the District.

- **Zone-Specific Landscape Improvements**, include the landscape improvements within the public right-of-ways adjacent to the Town Village Apartments which include the parkway areas between the curb and sidewalk on the north side of Bradshaw Avenue, the west side of 10th Street, and the south side of Cruickshank Drive; and the parkway returns located behind the sidewalks at the entryway/driveway areas to the development. These landscape areas are more specifically described as:

  - The parkway area between the curb and sidewalk on the south side of Cruickshank Drive between the western boundary of the Town Village Apartments and 10th Street. Approximately 1,525 square feet of landscaped area with 16 trees;
  - The parkway area between the curb and sidewalk on the west side of 10th St between Cruickshank Drive and Bradshaw Avenue. Approximately 3,175 square feet of landscaped area with 31 trees;
  - The parkway areas located behind the sidewalk on the west side of 10th St at the two entryway/driveway locations for the Town Village Apartments (4 corner returns). Approximately 720 square feet of landscaped area; and
  - The parkway area between the curb and sidewalk on the north side of Bradshaw Avenue between 10th Street and the western boundary of the Town Village Apartments. Approximately 1,600 square feet of landscaped area with 16 trees.

  The landscape improvements to be maintained within the District (both District-wide or Zone-Specific) are considered local landscaping improvements installed in connection with the development or planned development of properties in the District and respective Zones. These landscaping improvements are an integral part of the subdivisions and development for which they were installed, creating a green amenity and aesthetically pleasing enhancement to the parcels served by the landscaping. Generally, the Zone-Specific landscaping improvements are a condition of development of the parcels in that respective Zone, and the properties within the Zone would not be developed or would not have been developed if the landscaping were not included.

  The maintenance, operation, and servicing of the District landscape improvements include the furnishing of labor, materials, equipment, and utilities for the ordinary and usual maintenance, operation, and servicing of the landscaped areas within the public right-of-ways, easements, and/or public areas dedicated to the City as part of the development of properties within the District.

  The various landscape improvements associated with each Zone may include, but are not limited to various types of landscape amenities such as turf, ground cover, plants, shrubs, trees, and associated appurtenant facilities including, but not limited to irrigation and drainage systems, various types of groundcover, concrete paths or sidewalks, and fencing that may be maintained in whole or in part as part of the landscape improvements depending on available funding.

C. ZONES OF BENEFIT

In accordance with Chapter 1, Article 4, Section 22574 of the 1972 Act, this District utilizes Zones to address variations in the nature, location, and extent of the lighting and landscape improvements that provide special benefits to parcels in the District. Within the boundaries of the District, parcels are assigned to one of four benefit zones based on the improvements (District-wide shared improvements and/or Zone-Specific improvements) that provide special benefit to that property.

These Zones identify specific parcels and developments that receive special benefits from the maintenance, operation, and servicing of various District improvements. Each Zone reflects the improvements (street lighting and/or landscaping) associated with the parcels in that Zone in order to fairly and equitably apportion the net cost of providing those improvements to the properties that receive special benefits from the maintenance and operation of such improvements. By establishing and utilizing a Zone structure, similar properties with similar types of improvements will be assessed a proportional amount for the total annual expenses related to the maintenance, operation and servicing of the various improvements provided by the District and for which the properties receive special benefits. As development of properties continues to occur within the District and new improvements are installed, additional Zones may be created in the District and/or parcels may be reassigned to another Zone (balloted for a new or increased assessment) based on the benefits received from those new improvements.

The following is a brief description and summary of the Zones within the District. A visual depiction of the Zone boundaries is provided on the District Diagram provided in Part V of this Report.

Zone 01

Zone 01 is generally located in the western half of the District and at formation was comprised of twenty parcels including parcels 008, 009, 016, 017, 018, 020, 022, 023, 026 through 036, and 044 of Book 044 page 62 of the Imperial County Assessor's Parcel Maps.

Like the other parcels in the District, the parcels in Zone 01 are accessed directly or indirectly from the streets surrounding the District including Bradshaw Avenue and 8th Street as well as Cruickshank Drive and the street lighting improvements on those streets previously identified as "District-wide (Shared) Street Light Improvements" are an integral part of the development and use of each parcel within the District. Therefore, the parcels in Zone 01 proportionately benefit from and shall share in the costs to operate and maintain those street lighting improvements. Likewise, these parcels along with the other parcels in the District are served by the detention basin located in the northeastern section of the District, which was necessary to address the water run-off from each parcel within the District and clearly required for the development and best use of those properties. Although the drainage and flood control related maintenance and servicing of this basin is not funded or a part of this District's assessments, the landscaping and appurtenant amenities (fencing) that surround the detention basin are. Furthermore, because the installation and construction of this basin was necessary for each property in the District, the related landscape improvements and appurtenant amenities associated with this basin clearly benefit each parcel and the cost to provide these improvements shall be proportionately shared by all parcels within the District as "District-wide (Shared) Landscaping Improvements", including those parcels in Zone 01.

Zone 02

Zone 02 is generally located in the northeastern portion of the District (north of Cruickshank Drive) and is comprised of seven parcels including parcels 037 through 041, 052, and 053 of Book 044 page 62 of the Imperial County Assessor's Parcel Maps.

Like the other parcels in the District, the parcels in Zone 02 are accessed directly or indirectly from the streets surrounding the District including Bradshaw Avenue and 8th Street as well as Cruickshank Drive and the street lighting improvements on those streets previously identified as "District-wide (Shared) Street Light Improvements" are an integral part of the development and use of each parcel within the District. Therefore, the parcels in Zone 02 proportionately benefit from and shall share in the costs to operate and maintain those street lighting improvements. Likewise, these parcels along with the other parcels in the District are served by the detention basin, which was necessary to address the water run-off from each parcel within the District and clearly required for the development and best use of those properties. Although the drainage and flood control related maintenance and servicing of this basin is not funded or a part of this District's assessments, the landscaping and appurtenant amenities (fencing) that surround the detention basin are. Furthermore, because the installation and construction of this basin was necessary for each property in the District, the related landscape improvements and appurtenant amenities associated with this basin clearly benefit each parcel and the cost to provide these improvements shall be proportionately shared by all parcels within the District as "District-wide (Shared) Landscaping Improvements", including those parcels in Zone 02.

In addition to the District-wide (Shared) Improvements, parcels in Zone 02 also benefit from the street lighting are on 12th Street which is used to access these properties and/or are adjacent to these properties. These streetlights are located on both sides of 12th Street and these lights provide proportional special benefit to only the adjacent parcels which comprise the Zone 02. While the streetlights on the main access streets in the District serve all parcels in the District the street lighting on 12th Street serve and are directly associated with only the parcels in this Zone and therefore provide special benefit to these parcels.

Zone 03

Zone 03 is generally located in the southeastern portion of the District (south of Cruickshank Drive and east of 10th Street) and at time of formation was comprised of parcels 044-620-049 and 044-620-051 of the Imperial County Assessor's Parcel Maps. They have both since been split into parcels 044-620-056 and 044-620-057. Parcel 044-620-056 has been developed into residential apartments with 180 units, while 044-620-057 is currently undeveloped.

Like the other parcels in the District, the property in Zone 03 is accessed directly or indirectly from the streets surrounding the District including Bradshaw Avenue and 8th Street as well as Cruickshank Drive and the street lighting improvements on those streets previously identified as "District-wide (Shared) Street Light Improvements" are an integral part of the development and use of each parcel within the District. Therefore, the property within Zone 03 proportionately benefits from and shall share in the costs to operate and maintain those street lighting improvements. Likewise, this property along with the other parcels in the District is served by the detention basin, which was necessary to address the water run-off from each parcel within the District and clearly required for the

development and best use of those properties. Although the drainage and flood control related maintenance and servicing of this basin is not funded or a part of this District's assessments, the landscaping and appurtenant amenities (fencing) that surround the detention basin are. Furthermore, because the installation and construction of this basin was necessary for each property in the District, the related landscape improvements and appurtenant amenities associated with this basin clearly benefit each parcel and the cost to provide these improvements shall be proportionately shared by all parcels within the District as "District-wide (Shared) Landscaping Improvements", including the property/parcels in Zone 03.

In addition to the District-wide (Shared) Improvements, property in Zone 03 will also benefit from the street lighting being installed on 10th Street which is used to access the property and/or is adjacent to the property. These streetlights are being installed on both sides of 10th Street and these lights provide proportional special benefit to only the adjacent properties/parcels which comprise both Zone 03 and Zone 04. While the streetlights on the main access streets in the District serve all parcels in the District the street lighting on 10th Street serve and are directly associated with only the Zone 03 and Zone 04 and therefore provide special benefit to only the property/parcels in these two Zones.

Zone 04

Zone 04 is generally located in the southcentral portion of the District (south of Cruickshank Drive and west of 10th Street) and is comprised of parcels 044-620-046 through 048 and 050 of Book 044 page 62 of the Imperial County Assessor's Parcel Maps.

Like the other parcels in the District, the property in Zone 04 (Town Village Apartments) is accessed directly or indirectly from the streets surrounding the District including Bradshaw Avenue and 8th Street as well as Cruickshank Drive and the street lighting improvements on those streets previously identified as "District-wide (Shared) Street Light Improvements" are an integral part of the development and use of each parcel within the District. Therefore, the property within Zone 04 proportionately benefits from and shall share in the costs to operate and maintain those street lighting improvements. Likewise, this property along with the other parcels in the District is served by the detention basin, which was necessary to address the water run-off from each parcel within the District and clearly required for the development and best use of those properties. Although the drainage and flood control related maintenance and servicing of this basin is not funded or a part of this District's assessments, the landscaping and appurtenant amenities (fencing) that surround the detention basin are. Furthermore, because the installation and construction of this basin was necessary for each property in the District, the related landscape improvements and appurtenant amenities associated with this basin clearly benefit each parcel and the cost to provide these improvements shall be proportionately shared by all parcels within the District as "District-wide (Shared) Landscaping Improvements", including the property/parcels in Zone 04.

In addition to the District-wide (Shared) Improvements, property in Zone 04 will also benefit from the street lighting being installed on 10th Street which is used to access the property and/or is adjacent to the property. These streetlights are being installed on both sides of 10th Street and these lights provide proportional special benefit to only the adjacent properties/parcels which comprise both Zone 03 and Zone 04. While the streetlights on the main access streets in the District serve all parcels in the District the

street lighting on 10th Street serve and are directly associated with only the Zone 03 and Zone 04 and therefore provide special benefit to only the property/parcels in these two Zones.

In addition to the District-wide (Shared) Improvements and the street lighting being installed on 10th Street, Zone 04 also benefits from the landscaping improvements being installed on the perimeter of the Zone (Town Village Apartments) on the west side of 10th Street, the north side of Bradshaw Avenue and the south side of Cruickshank Drive. These landscape improvements to be maintained through the District are being installed specifically in connection with the development and specifically for the Town Village Apartment project and these improvements provide a proportional special benefit to only this adjacent development (properties/parcels) which comprise Zone 04. As previously identified, these landscape areas include:

- The parkway area between the curb and sidewalk on the south side of Cruickshank Drive between the western boundary of the Town Village Apartments and 10th Street;
- The parkway area between the curb and sidewalk on the west side of 10th St between Cruickshank Drive and Bradshaw Avenue;
- The parkway areas located behind the sidewalk on the west side of 10th St at the two entryway/driveway locations for the Town Village Apartments (4 corner returns); and
- The parkway area between the curb and sidewalk on the north side of Bradshaw Avenue between 10th Street and the western boundary of the Town Village Apartments.

III. METHOD OF APPORTIONMENT

A. BENEFIT ANALYSIS

Legislative Authority

Part 2 of Division 15 of the Streets and Highways Code, the 1972 Act, permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of street lighting and landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Section 22574 provides for zones as follows:

"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."

The formulas used for calculating assessments and the designation of zones herein reflect the composition of parcels within the District and the improvements and activities to be provided, and have been designed to fairly apportion the entirety of the capital cost of the local public improvements and the maintenance and operation expenses of such improvements based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Article XIIID of the California Constitution (Proposition 218).

Proposition 218 Benefit Analysis

The costs of the proposed improvements for this District have been identified and allocated to properties within the District based on special benefit. The improvements provided by this District and for which properties are assessed are local public landscaping and lighting improvements and related amenities. The assessments and method of apportionment is based on the premise that these improvements would otherwise not have been required without the development of those parcels within the District.

Article XIIID Section 2d defines District as follows:

"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";

Article XIIID Section 2i defines Special Benefit as follows:

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

Article XIIID Section 4a defines proportional special benefit assessments as follows:

"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Special Benefit

Street Lighting Special Benefit

The street lighting in the District (localized street lighting) is primarily useful for illuminating the sidewalks and parking lanes on the streets used specifically to access the properties and/or is adjacent to those properties that comprise the District. This lighting is distinct from lights that may be installed on major streets, but serve in large part to enhance traffic safety, such as the streetlights and traffic signals on State Highway 86 (Imperial Avenue) which is adjacent to the District. These localized streetlights tend to be more closely spaced and of a lower intensity than streetlights installed primarily for traffic safety such as those found on many major thoroughfares or intersections. These low-level, lower-intensity streetlights within the District provide three main special benefits: (i) property security benefit, (ii) pedestrian safety benefit, and (iii) parkway/roadway egress benefit. Because traffic in the District is largely limited to local traffic consisting of employees, patrons, residents and residents' guests, it is reasonable to assume that essentially all pedestrians and parking vehicles in the lit areas will, after dark, be directly associated with the properties in the District and that the vehicular traffic in this area is primarily limited to vehicles accessing the District properties rather than pass-through traffic to other properties.

In addition, the streetlights within the District are consistent with the City's typical intensity and spacing standards for areas zoned for non-residential, mixed use and/or high-density residential development areas and each parcel to be assessed is served directly by the system of streetlights providing appropriate lighting within the Town Village development area. Furthermore, the cost of maintaining and operating each light is substantially the same, regardless of the location of the light within the District. Consequently, we conclude that each parcel within the District receives substantially similar benefit from the street light improvements on Bradshaw Avenue, 8th Street and Cruickshank Drive regardless of their location within the District and each parcel within Zone 02, Zone 03 and Zone 04 receives substantially similar benefit from the street light improvements from the streetlights in proximity to those Zones, namely 12th Street and 10th Street and the only notable distinctions in proportional special benefit to each parcel is related to the development status of the parcel (developed versus undeveloped) and the comparable size of the property (proportional acreage).

Landscaping Special Benefit

The ongoing maintenance of local public landscaped areas within the District provides aesthetic benefits to the properties within each respective Zone and provides a more pleasant environment to walk, drive, live, and work. The primary function of these landscape improvements and related amenities is to serve as an aesthetically pleasing enhancement and green space for the benefit of the immediately surrounding properties and developments for which the improvements were constructed and installed. These improvements are an integral part of the physical environment of parcels in associated Zones, and if the improvements are not properly maintained, it is these parcels that would be aesthetically burdened. In addition, the street landscaping (applicable in Zone 04) serve as both a physical buffer as well as a sound reduction buffer between the roadways and the properties associated with those improvements. As a result, the maintenance of the District landscaped improvements (both the District-wide shared and the Zone-specific improvements) are a particular and distinct benefit to the properties and developments within the District and respective Zones.

General Benefit

Street Lighting General Benefit

Collectively, there are a total of 57 streetlights within or adjacent to the District including:

- 14 streetlights on Cruickshank Drive, located on both sides of the street;
- 11 streetlights on Bradshaw Avenue, located on the north side of the street only;
- 16 streetlights on 8th Street, 9 of which are located on the west side of the street adjacent to the District and 7 on the east side of the street that are considered to be a special benefit to the developments and properties on the east side of 8th Street;
- 8 streetlights on 12th Street, located on both sides of the street; and,
- 8 streetlights on 10th Street, located on both sides of the street.

Considering the special benefit discussion above, it is reasonable to conclude that the installation and purpose of local street lighting is to serve the properties in immediate proximity to those improvements and therefore the ongoing maintenance and operation of such local streetlights is a special benefit to those properties. This is most certainly the case with the internal streetlights within this District, namely those streetlights located on Cruickshank Drive, 12th Street, and 10th Street. These streetlights, 30 of the 50 lights (60%) clearly provide no special benefit to properties outside the District and because these are not pass-through traffic streets, these lights provide no quantifiable general benefit to the public at large. Therefore, it is reasonable to conclude that these streetlights and the cost of maintaining and operating these lights is entirely a special benefit to the properties in the District and the respective Zones therein.

With respect to the streetlights on 8th Street (Lights on the perimeter of the District), as indicated above, there are a total of 16 streetlights on 8th Street that are located along the boundaries of the District. Nine (9) of these streetlights are located on the District side of the street (west side) and seven (7) on the opposite side of the street (east side). Clearly the streetlights on the west side of the street have been installed in connection with or were necessary for the development of properties in this District and provide special benefit to those properties. Presumably the streetlights on the east side of the street were installed in connection with and for the special benefit of the properties on the east side of

8th Street. Similar to the District's internal streets discussed above, 8th Street (which terminates near the northern boundary of this District) is not considered a pass-through traffic street and these streetlights provide no quantifiable general benefit to the public at large. Furthermore, because both sides of the street have lights that are associated with the development areas on either side, it is reasonable to conclude that the nine lights on the west side of 8th Street and the cost of maintain and operating these lights is entirely a special benefit to the properties in the District.

Similar to the other District streets, Bradshaw Avenue (which terminates at 8th Street which is the western boundary of this District) is not considered a pass-through traffic street and these streetlights provide no quantifiable general benefit to the public at large. Unlike the other streetlights installed in connection with properties in this District, the eleven (11) streetlights on Bradshaw Avenue, located entirely on the District side of the street (north side only), may indirectly benefit the properties on the south side of the street, although that benefit is clearly general and not special. Most if not all of the properties on the south side of Bradshaw Avenue are not typically accessed from Bradshaw Avenue, but rather from streets south of Bradshaw Avenue including Imperial Avenue, El Dorado Avenue, and 12th Street. For the most part, these properties only abut Bradshaw Avenue along their back property line and in a few cases their side property line. Based on these considerations it is reasonable to conclude that no more than 30% of the benefit and related costs associated with the lights on Bradshaw Avenue would be attributable as a benefit to the properties south of Bradshaw Avenue (general benefit), with the remaining 70% of these street light improvement costs being a special benefit to properties in the District. Conservatively then, assuming 30% of these eleven (11) streetlights on Bradshaw Avenue might reasonably be considered general benefit lights (3.3 lights), these general benefit lights (assuming 4 lights) would be approximately 8% of the District's total streetlights.

Therefore, it is reasonable to conclude from the above discussion that conservatively no more than 10% of the District's 50 lights and associated lighting costs is considered general benefit, and it is appropriate to assign 90% of the total maintenance and operating costs for the streetlights as special benefit expenses.

Landscaping General Benefit

In reviewing the location and extent of the specific landscaped areas and improvements to be funded by District assessments and the proximity and relationship to properties to be assessed, it is evident these improvements are local improvements that were installed in connection with the development of properties within specific Zones (Zone 04) or are improvements that would otherwise be shared by and required for the future development of properties in the District. It is also evident that the maintenance these improvements and the level of maintenance provided only has a direct and particular impact on those properties (special benefit) and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no identifiable benefit to the public at large or properties outside each respective Zone.

In the absence of a special funding District and Zones, the maintenance of the landscape improvement areas within the District would likely be limited to those services and activities necessary to ensure the safety and protection of vehicular traffic, the general public, and property in general and the City's maintenance of these areas would likely be limited abatement and erosion control services. These services ("baseline level of

service") would typically be provided on an as needed basis (likely no more than twice annually). This baseline level of service would provide for public safety and avoid negative impacts on adjacent properties, roadways and vehicles traveling on those roadways, but would clearly result in a far less visually pleasing environment than is created with the enhanced levels of services associated with the District and which can be provided with the support of District special benefit assessments. Based on industry standard service costs the cost to provide this baseline level of service is estimated to be on average, approximately $0.0216 per square foot for streetscape areas (improvement areas associated with Zone 04), and $0.0072 per square foot for non-streetscape areas (district-wide shared improvement areas associated with the detention basin). Since the baseline services, unlike the enhanced aesthetic services funded by District assessments, would provide benefits to the general public and possibly properties outside of the District, the cost of providing this baseline level of service is identified as the general benefit cost associated with the improvement areas and landscape maintenance services. Utilizing this cost per square foot and the square footages of the improvement areas in the District and respective Zones, the following table summarizes the current estimated proportional general benefit costs calculated for each District Zone:

Estimated Landscape General Benefit Costs

Zones [1]	District-wide Landscape Square Footage	Zone-specific Landscape Square Footage	Total Proportional Square Footage	General Benefit Cost [2]
Zone 01	10,447	-	10,447	$75
Zone 02	2,210	-	2,210	16
Zone 03	3,889	-	3,889	28
Zone 04	5,624	7,020	12,644	191
Total Zone [3]	**22,170**	**7,020**	**29,190**	**$310**

[1] The District-wide Improvement Areas, which are proportionately shared by parcels in each Zone, total 22,170 square feet. The square footage shown in the table above for each Zone represents that Zone's proportional square footage of the 22,170 square feet based on each Zone's proportional Equivalent Benefit Units.

[2] The General Benefit Costs presented in the table above and in the District Budget (Part IV), are rounded to the nearest dollar. As with most maintenance costs, these General Benefit Costs will likely be impacted by inflation and in subsequent fiscal years, these costs and funding contribution may be adjusted annually for inflation, consistent with the inflationary adjustments applied for special benefit maintenance costs and the annual assessments.

[3] Totals may not foot due to rounding.

B. ASSESSMENT METHODOLOGY

The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the land use of the parcels.

Equivalent Benefit Unit Application

To proportionally allocate special benefit to each parcel, it is necessary to correlate each property's proportional benefit to other properties that benefit from the improvements and services being funded. In order to do this, the assessment methodology assigns each parcel a number of EBUs (Equivalent Benefit Units) based on its land use. Generally, one EBU is defined as the special benefit allocable to a single-family home (basic EBU unit). Although the single-family homeland use classification is not applicable to the parcels

currently within this District, this basic EBU (base EBU) is used for most assessment districts as a means of comparing and establishing the proportional special benefit assigned to other land use classifications and that comparison and proportionality is still applicable for this District.

Single-Family Residential — This land use is defined as a fully subdivided single-family residential home site with or without a structure. As previously noted, the single-family residential parcel has been selected as the basic EBU unit for calculation of assessments and a single-family residential parcel is assigned 1.0 Equivalent Benefit Unit (1.0 EBU per lot or parcel).

Multi-Family Residential — This land use classification identifies properties that are used for residential purposes and contain more than one residential unit. The proportional special benefit and EBU for these parcels is based on acreage, at 4.0 EBUs per acre, which is reflective of the average proportional number of single-family homes developed on an acre of land (typically 4 single-family dwelling units per acre).

Developed Non-Residential — This classification includes developed properties including parking lots that are identified or zoned for commercial, industrial or other non-residential use including, but not limited to manufacturing, storage or warehousing, service stations or facilities, retail stores, restaurants, banks, offices, hotels, recreational facilities (excluding parks), and institutional facilities including, hospitals, churches or facilities utilized by other non-profit organizations, whether those facilities are publicly owned (non-taxable) or privately owned. Like Multi-Family Residential properties, the proportional special benefit and EBU for these parcels is based on acreage, at 4.0 EBUs per acre, which is reflective of the typically single-family dwelling unit development density per acre (typically 4 single-family dwelling units per acre).

Vacant/Undeveloped Property — This land use is defined as a parcel that is currently considered vacant or undeveloped land that can be developed, but for which the use and/or development of the property has not been fully determined. These parcels are assigned a proportional EBU that is based on 25% of the proportional benefit established for a developed property in the District. The proportional special benefit and EBU for these parcels is based on acreage, at 1.0 EBU per acre.

Special Case Property — In some District Zones there may be one or more properties that the standard land use classifications identified above do not accurately identify the use and special benefit received from the improvements. Properties that are typically classified as Special Case properties usually involve some type of development or land restrictions whether those restrictions are temporary or permanent and affect the properties proportional special benefit. Examples of such restrictions may include situations where only a portion (percentage) of the parcel's total acreage is actually developed or could be developed. In such a case, the net usable acreage of the parcel rather than the gross acreage of the parcel may be applied to calculate the parcel's proportional special benefit.

Exempt — means a lot, parcel of land, or Assessor's Parcel that is considered to not specially benefit directly from improvements. This classification includes, but is not limited to, areas of public streets, private streets, and other roadways; and public easements or rights-of-way including landscaped parkways or easements; and utility rights-of-way or easements such as irrigation or drainage ditches, and channels or basins. These types of parcels (similar to the improvements) are typically the result of property development rather than the direct cause of development and have little or no need for improvements. (These types of properties may or may not be assigned an Assessor's Parcel Number by the County Assessor's Office).

Also exempt from assessment are Assessor's Parcels that may be identified as common areas (properties for which the surrounding parcels have a shared interest); bifurcated lots; small parcels vacated by the County or similar sliver parcels that cannot be developed independent of an adjacent parcel. These types of parcels are generally not separately assessed because they are functionally a part of another parcel that may be assessed for its own benefit and the benefit of the associated parcel.

Equivalent Benefit Unit Summary

The following is a summary of the Equivalent Benefit Units applicable to the various land use classifications identified in each District Zone:

Zone 01

Land Use Classifications	Total Parcels	Assessed Parcels	Units	Applied Acreage	EBUs
Developed Non-Residential	9	9	-	30.57	122.28
Vacant/Undeveloped	11	11	-	23.05	23.05
Exempt	1	-	-	-	0
Total	**21**	**20**	**-**	**53.62**	**145.33**

Zone 02

Land Use Classifications	Total Parcels	Assessed Parcels	Units	Applied Acreage	EBUs
Vacant/Undeveloped	6	6	-	30.74	30.74
Exempt	1	-	-	-	0
Total	**7**	**6**	**-**	**30.74**	**30.74**

Zone 03

Land Use Classifications	Total Parcels	Assessed Parcels	Units	Applied Acreage	EBUs
Multi-Family Residential	1	1	180	11.59	46.36
Vacant/Undeveloped	1	1	-	7.74	7.74
Total	**2**	**2**	**180**	**19.33**	**54.10**

Zone 04

Land Use Classifications	Total Parcels	Assessed Parcels	Units	Applied Acreage	EBUs
Multi-Family Residential	4	4	240	19.56	78.24
Total	**4**	**4**	**240**	**19.56**	**78.24**

District Totals

Land Use Classifications	Total Parcels	Assessed Parcels	Units	Applied Acreage	EBUs
Multi-Family Residential	5	5	420	31.15	124.60
Developed Non-Residential	9	9	-	30.57	122.28
Vacant/Undeveloped	18	18	-	61.53	61.53
Exempt	2	0	-	-	-
Total	**34**	**32**	**420**	**123.25**	**308.41**

IV. ESTIMATED COST OF THE IMPROVEMENTS

A. CALCULATION OF ASSESSMENTS

An assessment amount per EBU in each Zone is calculated by:

Taking the "Total Annual Expenses" (Total budgeted costs) and subtracting the "General Benefit Expenses (City Contribution)", to establish the "Total Special Benefit Expenses";

Amount Budgeted – General Benefit Expenses = Special Benefit Expenses

To the resulting "Special Benefit Expenses", various "Funding Adjustments/Contributions" may be applied that may include, but are not limited to:

- "Unfunded Reserve Fund Collection", represents an adjustment (reduction) in the amount to be collected for "Operational Reserve Funding" that was budgeted as part of the Total Annual Expenses.
- "Unfunded CIP/Rehabilitation Fund Collection", represents an adjustment (reduction) in the amount to be collected for "CIP & Rehabilitation Reserve Fund Collection" that was budgeted as part of the Total Annual Expenses.
- "Reserve Fund Transfer/Deduction", represents an amount of available existing funds from the "Operational Reserve Fund Balances" being applied to pay a portion of the Special Benefit Expenses for the fiscal year.
- "Additional City Contribution and/or Service Reductions", represents a further adjustment that addresses the funding gap between the amount budgeted to provide the improvements and services ("Special Benefit Expenses"); and the amount that will be collected through the assessments. This funding gap may be addressed by an additional City contribution, reductions in service and service expenses, or a combination of the two.

These adjustments to the Special Benefit Expenses result in the net special benefit amount to be assessed "Balance to Levy".

Special Benefit Expenses +/- Funding Adjustments/Contributions = Balance to Levy

The amount identified as the "Balance to Levy" is divided by the total number of EBUs of parcels that benefit to establish the "Assessment Rate" or "Assessment per EBU" for the fiscal year. This Rate is then applied back to each parcel's individual EBU to calculate the parcel's proportionate special benefit and assessment for the improvements.

Balance to Levy / Total EBU = Assessment per EBU (Assessment Rate)
Assessment per EBU x Parcel EBU = Parcel Assessment Amount

B. ASSESSMENT RATES

The following shows the assessment rates applicable to each Zone for Fiscal Year 2025/2026 based on the budget and the method of apportionment presented previously.

Fiscal Year 2025/2026 Assessment Rates

Zones	Maximum Assessment Rate [1]	Proposed Rate FY 2025/2026
Zone 01	$57.569	TBD per EBU
Zone 02	$143.922	TBD per EBU
Zone 03	$138.165	TBD per EBU
Zone 04	$215.883	TBD per EBU

[1] The Maximum Assessment Rate for each Zone includes an inflationary adjustment as described below.

C. ANNUAL INFLATIONARY ADJUSTMENT

ASSESSMENT RANGE FORMULA

As part of the District formation, the assessments to be submitted to the property owners in the Ballot Proceeding shall include an annual inflationary adjustment referred to as an Assessment Range Formula, which is authorized by Section 53750(2) (A) of the Government Code, also known as the "Proposition 218 Omnibus Implementation Act". The purpose of establishing an Assessment Range Formula is to provide for reasonable and inevitable increases in costs to provide the improvements and services over time due to inflation. The Assessment Range Formula for the Town Center Landscaping and Lighting District is defined by the following:

Commencing in the second fiscal year (Fiscal Year 2017/2018), and each fiscal year thereafter, the maximum assessment rate established herein for each Zone shall be adjusted annually by the greater of three percent (3%) or the percentage increase of the Local Consumer Price Index (CPI) from January to January. The Consumer Price Index used for this inflationary adjustment shall be for the San Diego-Carlsbad area, for All Urban Consumers during the preceding year, as developed by U.S. Bureau of Labor Statistics (or a reasonably equivalent index should the stated index be discontinued). For Fiscal Year 2025/2026, the percentage increase of the local CPI is 3.81%.

The adjusted maximum assessments shall be calculated each fiscal year independent of the annual budgets and proposed annual assessments. Although the adjusted maximum assessment rates will increase each year, the annual assessment rates adopted for the fiscal year may be less. If the budgets and the corresponding assessments for that fiscal year do not require an increase or the increase is less than the allowable adjusted maximum assessment rate, then the proposed assessments required to meet the expenditures may be applied. To impose new or increased assessments other than the annual inflationary adjustment provided by the preceding Assessment Range Formula, the District must comply with the provisions of the California Constitution Article XIIID.

D. DESCRIPTION OF BUDGET ITEMS

The following is a brief description of the costs associated with the improvements and services funded through the District.

DIRECT ANNUAL MAINTENANCE & OPERATING EXPENSES:

Lighting Maintenance and Operation Expenses — Includes the cost of maintenance, operation, and servicing of the District's lighting improvements, which generally include the furnishing of labor, materials, equipment and electricity.

Landscaping/Tree Maintenance Service Expenses — Includes the cost of the maintenance, operation, and servicing of the District's landscape improvements, including the furnishing of labor, materials, and equipment.

Landscape Water Expenses — Includes the cost of water for landscaping improvements.

Landscape Electrical & Regular Irrigation Maintenance — Includes the cost of providing electricity to the irrigation systems, and maintenance of the irrigation systems.

Landscape Appurtenant and Facility Maintenance — Includes the cost of maintaining landscaping facilities and appurtenances.

REHABILITATION/REPLACEMENT FUNDING (CIP RESERVES):

Lighting Rehab/Replacement Funding — Includes funds collected for future Lighting improvement rehabilitation/replacement projects.

Landscaping/Tree Rehab/Replacement Funding — Includes funds collected for future Landscaping improvement rehabilitation/replacement projects.

GENERAL BENEFIT EXPENSES:

Lighting General Benefit – City Funded — The cost to fund the general benefit portion of the lighting improvements, which is not assessed.

Landscaping General Benefit – City Funded — The cost to fund the general benefit portion of the landscaping improvements, which is not assessed.

INCIDENTAL EXPENSES:

District Administration — May include all or a portion of the administrative and professional service costs associated with the coordination of District services and operations including response to public concerns and education and procedures associated with the levy and collection of assessments.

County Administration Fee — The cost to the District for the County to collect assessments on the property tax bills.

LEVY ADJUSTMENTS:

Reserve Fund Collection/ (Transfer) — The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a),* provides for a District Reserve Fund. This Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through December 10th or when the County typically provides the City with the first installment of assessments collected from the property tax bills (typically January or February). Negative amounts shown for this budget item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and also provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Revenue from Other Sources — Includes a credit for District interest earnings.

General Fund Loan Repayment/(Advances) — This item represents repayments of amounts that had been temporarily advanced to the District from other revenue sources (usually the General Fund) or represents funds being loaned to the District for the current Fiscal Year that must be repaid by future assessments. Similar to the Reserve Collection/ (Contribution) line item, this item directly impacts the Reserve Fund Balances either positively or negatively.

Repayments are shown as a positive number and represent additional money being collected in the current annual assessment to repay a prior loan. These loans are typically for capital improvement expenditures or unforeseen expenditures incurred in prior years and Reserve Fund monies were not sufficient to cover the expenses. To ensure the ongoing operation and maintenance of the improvements, the City may advance funds to the District as a temporary loan to meet current expenditures and collect repayment of the loan through the annual assessments the following year or possibly over several years. Generally, all available Reserve Funds are exhausted before a temporary loan is advanced to the District and the Beginning Reserve Fund Balance will be a negative number indicating the loan amount is still outstanding. A loan for the current fiscal year (Contribution) is shown as a negative number. If the District is expected to incur significant expenditures in the current fiscal year for special services or capital improvements (upgrades or refurbishing of the improvements) and the proposed assessment revenues (annual assessments) and/or available Reserve Funds are not sufficient to cover the expenditures, the City may advance funds to the District as a temporary loan to meet the proposed expenditures.

***Balance to Levy* —** This is the total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of Total Direct and Administration Costs, the Reserve Collection/ (Contribution), Replenishment/ (Contribution), and Other Revenue Sources.

DISTRICT STATISTICS

***Total Parcels* —** The total number of parcels within the District.

***Total Parcels Levied* —** The total number of parcels within the District that are assessed. Non-assessable lots or parcels include properties that have been determined to receive no special benefits from the improvements and may include land principally encumbered by public or other right-of-ways or easements, common areas, and/or parcels that have restricted use or development potential.

***Total Assessed Acreage* —** The total acreage of parcels within the District that are assessed.

***Total Equivalent Benefit Units* —** The typical single family residential parcel is assigned one (1.0) Equivalent Benefit Unit. Every other land-use or property type is assigned EBUs based on an assessment formula that equates the property's specific development status, type of development (land-use), and size, to a typical single-family residential parcel.

***Applied Levy per EBU* —** This amount represents the assessment rate being applied to each EBU. The Levy per EBU is the result of dividing the total Balance to Levy, by the sum of the Total Equivalent Benefit Units to be assessed.

E. DISTRICT BUDGET

The following budget for the District and Zones is based on an estimate of the expenses and related funding necessary for the ongoing operation, maintenance and servicing of the District improvements for Fiscal Year 2025/2026.

100% Personnel Cost

BUDGET ITEMS	Zone 01 Hwy 86 Area	Zone 02 12th St Area	Zone 03 10th St Area (East of 10th St)	Zone 04 Town Village Apartments (West of 10th St)	District Totals
DIRECT ANNUAL MAINTENANCE & OPERATING EXPENSES					
Annual Lighting Maintenance and Operation Expenses	$962	$683	$598	$758	$3,000
Annual Landscaping/Tree Maintenance Service Expenses	2,275	481	847	13,397	17,000
Landscape Water Expenses	201	42	75	1,182	1,500
Landscape Electrical & Regular Irrigation Maintenance	257	54	96	1,513	1,920
Landscape Appurtenant and Facility Maintenance	145	31	54	851	1,080
Total Direct Annual Maintenance & Operating Expenses	$3,839	$1,292	$1,669	$17,701	$24,500
REHABILITATION/REPLACEMENT FUNDING (CIP RESERVES)					
Lighting Rehab/Replacement Funding	$0	$0	$0	$0	$0
Landscaping/Tree Rehab/Replacement Funding	0	0	0	0	0
Total Rehabilitation/Replacement Funding	$0	$0	$0	$0	$0
TOTAL DIRECT ANNUAL FUNDING AND EXPENSES	$3,839	$1,292	$1,669	$17,701	$24,500
GENERAL BENEFIT EXPENSES					
Lighting General Benefit — City Funded	($160)	($34)	($60)	($86)	($340)
Landscaping General Benefit — City Funded	(75)	(16)	(28)	(191)	(310)
Total General Benefit — City Funded	($235)	($50)	($88)	($277)	($650)
TOTAL DIRECT ANNUAL SPECIAL BENEFIT EXPENSES	$3,603	$1,242	$1,581	$17,424	$23,850
INCIDENTAL EXPENSES					
District Administration	$14,008	$2,961	$5,219	$7,547	$29,735
County Administration Fee	16	5	2	3	26
Total Incidental Expenses	$14,024	$2,966	$5,221	$7,550	$29,762
TOTAL ANNUAL EXPENSES	$17,628	$4,208	$6,802	$24,974	$53,611
LEVY ADJUSTMENTS					
Reserve Fund Collection/(Transfer)	($9,098)	$255	$736	($7,850)	($15,957)
Revenue from Other Sources	(164)	(39)	(63)	(233)	(500)
General Fund Loan Repayment/(Advances)	0	0	0	0	0
BALANCE TO LEVY *	$8,365	$4,424	$7,475	$16,891	$37,155
DISTRICT STATISTICS					
Total Parcels	21	7	2	4	34
Total Parcels Levied	20	6	2	4	32
Total Assessed Acreage	53.62	30.74	19.33	19.56	123.25
Total Equivalent Benefit Units	145.33	30.74	54.10	78.24	308.41
Applied Levy per Benefit Unit	$57.56	$143.92	$138.16	$215.88	
Maximum Levy per Benefit Unit (Current Fiscal Year)	$57.57	$143.92	$138.16	$215.88	
Total Assessment Amount	$8,365	$4,424	$7,475	$16,891	$37,155
RESERVE INFORMATION					
Beginning Projected Reserve Balance 07/01/2025	$17,931	$3,793	$6,675	$9,653	$38,052
Collection/(Transfer)	(9,098)	255	736	(7,850)	(15,957)
General Fund Loan Repayment/(Advances)	0	0	0	0	0
Ending Projected Reserve Balance 06/30/2026	$8,833	$4,048	$7,411	$1,803	$22,095

50% Personnel Cost

BUDGET ITEMS	Zone 01 Hwy 86 Area	Zone 02 12th St Area	Zone 03 10th St Area (East of 10th St)	Zone 04 Town Village Apartments (West of 10th St)	District Totals
DIRECT ANNUAL MAINTENANCE & OPERATING EXPENSES					
Annual Lighting Maintenance and Operation Expenses	$962	$683	$598	$758	$3,000
Annual Landscaping/Tree Maintenance Service Expenses	2,275	481	847	13,397	17,000
Landscape Water Expenses	201	42	75	1,182	1,500
Landscape Electrical & Regular Irrigation Maintenance	257	54	96	1,513	1,920
Landscape Appurtenant and Facility Maintenance	145	31	54	851	1,080
Total Direct Annual Maintenance & Operating Expenses	$3,839	$1,292	$1,669	$17,701	$24,500
REHABILITATION/REPLACEMENT FUNDING (CIP RESERVES)					
Lighting Rehab/Replacement Funding	$0	$0	$0	$0	$0
Landscaping/Tree Rehab/Replacement Funding	0	0	0	0	0
Total Rehabilitation/Replacement Funding	$0	$0	$0	$0	$0
TOTAL DIRECT ANNUAL FUNDING AND EXPENSES	$3,839	$1,292	$1,669	$17,701	$24,500
GENERAL BENEFIT EXPENSES					
Lighting General Benefit — City Funded	($160)	($34)	($60)	($86)	($340)
Landscaping General Benefit — City Funded	(75)	(16)	(28)	(191)	(310)
Total General Benefit — City Funded	($235)	($50)	($88)	($277)	($650)
TOTAL DIRECT ANNUAL SPECIAL BENEFIT EXPENSES	$3,603	$1,242	$1,581	$17,424	$23,850
INCIDENTAL EXPENSES					
District Administration	$8,292	$1,752	$3,091	$4,469	$17,605
County Administration Fee	16	5	2	3	26
Total Incidental Expenses	$8,308	$1,757	$3,093	$4,473	$17,631
TOTAL ANNUAL EXPENSES	$11,911	$2,999	$4,674	$21,896	$41,481
LEVY ADJUSTMENTS					
Reserve Fund Collection/(Transfer)	($3,402)	$1,142	$2,318	($4,742)	($4,684)
Revenue from Other Sources	(144)	(36)	(56)	(264)	(500)
General Fund Loan Repayment/(Advances)	0	0	0	0	0
BALANCE TO LEVY *	$8,366	$4,105	$6,936	$16,890	$36,297
DISTRICT STATISTICS					
Total Parcels	21	7	2	4	34
Total Parcels Levied	20	6	2	4	32
Total Assessed Acreage	53.62	30.74	19.33	19.56	123.25
Total Equivalent Benefit Units	145.33	30.74	54.10	78.24	308.41
Applied Levy per Benefit Unit	$57.56	$133.54	$128.20	$215.88	
Maximum Levy per Benefit Unit (Current Fiscal Year)	$57.57	$143.92	$138.16	$215.88	
Total Assessment Amount	$8,366	$4,105	$6,936	$16,890	$36,297
RESERVE INFORMATION					
Beginning Projected Reserve Balance 07/01/2025	$17,931	$3,793	$6,675	$9,653	$38,052
Collection/(Transfer)	(3,402)	1,142	2,318	(4,742)	(4,684)
General Fund Loan Repayment/(Advances)	0	0	0	0	0
Ending Projected Reserve Balance 06/30/2026	$14,529	$4,935	$8,993	$4,911	$33,368

* Totals may not foot due to rounding.

F. CAPITAL IMPROVEMENT PLANS

There are no projects planned in the District at this time.

V. DISTRICT DIAGRAM

A copy of the District Diagram (Boundary Map) for the District is provided on the following page. The parcels that comprise the El Centro Town Center Landscaping and Lighting District consists of all lots, parcels and subdivisions of land listed on the Assessment Roll contained herein as Part VI, the lines and dimensions of which are shown on the Imperial County Assessor's parcel maps for the current year and are incorporated by reference herein and made part of this Report. The following District Boundary Map together with the Assessment Roll contained herein as Part VI, constitute the Assessment Diagram for the El Centro Town Center Landscaping and Lighting District.

City of El Centro
Town Center Landscaping and Lighting District

VI. 2025/2026 ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Imperial County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps. A listing of the current parcels to be assessed within this District along with the assessment amounts is provided in the following:

City of El Centro
Town Center Landscaping and Lighting Assessment
Preliminary Assessment Roll
Fiscal Year 2025/26

APN	Situs Address	Zone	Assessed Acres	County Land Use	EBU	Max Assessment	Applied Rate	Charge
044-620-008-000	NO SITUS AVAILABLE	01	1.38	VACANT	1.38	$79.44		
044-620-009-000	2299 N IMPERIAL AVE	01	0.92	RESTAURANT	3.68	211.85		
044-620-017-000	NO SITUS AVAILABLE	01	1.30	VACANT	1.30	74.84		
044-620-018-000	225 ACAPULCO	01	10.60	RETAIL SALES	42.40	2,440.91		
044-620-020-000	2101 N IMPERIAL AVE	01	1.38	RETAIL SALES	5.52	317.78		
044-620-022-000	NO SITUS AVAILABLE	01	10.83	RETAIL SALES	43.32	2,493.88		
044-620-023-000	NO SITUS AVAILABLE	01	0.67	VACANT	0.67	38.57		
044-620-026-000	3019 N IMPERIAL AVE	01	2.07	OFFICE	8.28	476.67		
044-620-027-000	3049 N IMPERIAL AVE	01	1.27	OFFICE	5.08	292.45		
044-620-031-000	3095 N IMPERIAL AVE	01	1.76	SCHOOLS	7.04	405.28		
044-620-037-000	3037 N IMPERIAL AVE	02	0.98	VACANT	0.98	141.04		
044-620-038-000	3039 N IMPERIAL AVE	02	0.94	VACANT	0.94	135.29		
044-620-039-000	3041 N IMPERIAL AVE	02	0.91	VACANT	0.91	130.97		
044-620-040-000	3043 N IMPERIAL AVE	02	1.01	VACANT	1.01	145.36		
044-620-041-000	3087 N IMPERIAL AVE	02	2.91	VACANT	2.91	418.81		
044-620-044-000	NO SITUS AVAILABLE	01	2.36	ROAD	0.00	0.00		
044-620-046-000	NO SITUS AVAILABLE	04	8.59	RESID. APARTMENTS	34.36	7,417.73		
044-620-047-000	NO SITUS AVAILABLE	04	5.36	RESID. APARTMENTS	21.44	4,628.53		
044-620-048-000	NO SITUS AVAILABLE	04	4.57	RESID. APARTMENTS	18.28	3,946.34		
044-620-050-000	NO SITUS AVAILABLE	04	1.04	RESID. APARTMENTS	4.16	898.07		
044-620-052-000	NO SITUS AVAILABLE	02	12.39	DETENTION BASIN	0.00	0.00		
044-620-053-000	NO SITUS AVAILABLE	02	23.99	VACANT	23.99	3,452.68		
044-620-054-000	2033 N IMPERIAL AVE	01	0.74	RETAIL SALES	2.96	170.40		
044-620-055-000	NO SITUS AVAILABLE	01	1.00	RETAIL SALES	4.00	230.27		
044-620-056-000	NO SITUS AVAILABLE	03	11.59	RESID. APARTMENTS	46.36	6,405.32		
044-620-057-000	NO SITUS AVAILABLE	03	7.74	VACANT	7.74	1,069.40		
044-620-058-000	NO SITUS AVAILABLE	01	0.74	VACANT	0.74	42.60		
044-620-059-000	NO SITUS AVAILABLE	01	0.49	VACANT	0.49	28.21		
044-620-060-000	NO SITUS AVAILABLE	01	1.16	VACANT	1.16	66.78		
044-620-061-000	NO SITUS AVAILABLE	01	3.81	VACANT	3.81	219.34		
044-620-062-000	NO SITUS AVAILABLE	01	4.32	VACANT	4.32	248.70		
044-620-064-000	NO SITUS AVAILABLE	01	5.31	VACANT	5.31	305.69		
044-620-065-000	NO SITUS AVAILABLE	01	1.07	VACANT	1.07	61.60		
044-620-066-000	NO SITUS AVAILABLE	01	2.80	VACANT	2.80	161.19		
Total			**138.00**		**308.41**	**$37,156.00**		**TBD**
Parcels								**34**

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-135)

Item: 12.
Meeting: 5/6/2025 4:00 PM
Department: Finance
Category: Resolution
Prepared by: Elizabeth Fuchen, Interim Finance Director
Department Head:
DOC ID: 2025-135

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026.

FISCAL IMPACT:
Will be the first step in determining the coming year's assessment for The District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
On an annual basis, the El Centro Town Center Landscape and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. Prior to holding a public meeting on this issue, the items noted in the Resolutions presented to you in this document must be processed.

DISCUSSION:

CONCLUSION:
Staff recommends Adopting Resolution No. 25- , Resolution of The City Council of The City Of El Centro declaring its intention to Levy and Collect annual assessments related to The El Centro Town Center Landscaping and Lighting District for Fiscal Year 2025-2026.

ATTACHMENTS:
1. Intention Levy - Town Center Intent

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026

WHEREAS, the City Council of the City of El Centro, California (the "City Council"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act") and by previous resolution, initiated proceedings for the Town Center Landscaping and Lighting District (the "District") to levy and collect annual assessments to pay for the operation, maintenance and servicing of landscaping, lighting and all appurtenant facilities related thereto for Fiscal Year 2025-2026; and

WHEREAS, the City Council desires to levy and collect the annual assessments against lots and parcels of land within the District to pay the cost and expenses related to the improvements described in section 2 of this resolution; and

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk for the City of El Centro, California (the "City") a report in connection with the District and levy of assessments for Fiscal Year 2025-2026 (beginning July 1, 2025 and ending June 30, 2026) in accordance with *Chapter 1, Article 4* of the Act, and the Council did, by previous resolution, preliminarily approve the report.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA DOES HEREBY BE RESOLVE AS FOLLOWS:

1. That the above recitals are true and correct.

2. That the City Council hereby declares that it is its intention to seek the annual levy of the District in accordance with Chapter 3, Section 22624 over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the costs of the maintenance and servicing of the landscaping improvements and all appurtenant facilities and operations related thereto for Fiscal Year 2025-2026. The territory included within the District is generally described in section 3 of this resolution and is designated as Town Center Landscaping and Lighting District.

3. That the boundaries of the District are located on east of State Highway 86 (Imperial Avenue), west of 8th Street, north of Bradshaw Avenue and generally south of Treshill.

4. That the landscaping improvements may include, but are not limited to all landscaping material and facilities within the District. These improvements include turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, and associated

appurtenant facilities located within the streetscape (and perimeter landscaping) surrounding the developments. The street lighting improvements may include but are not limited to electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities. For specific improvements reference Fiscal Year 2025-2026 engineer's report.

5. That the proposed assessments for the District are outlined in the engineer's annual levy report. The report details the proposed assessments necessary to provide for the annual operation, administration, services and maintenance of the improvements described in section 4 of this resolution and by reference said report is made part of this resolution.

6. That the District and the associated assessments as outlined in the engineer's report are in compliance with the provisions of California Constitution Article XIIID.

7. That the City Council hereby declares its intention to conduct a public hearing concerning the District and the levy of assessments for the improvements related thereto in accordance with Chapter 3, Section 22626 of the Act.

8. That the notice is hereby given that a public hearing on these matters will be held by the City Council on **Tuesday, June 3, 2025 at 6:00 p.m.** or as soon thereafter as feasible in the regular meeting chambers of the City Council located at 1275 Main Street, El Centro, California.

9. That the City Clerk shall cause notice to be given of the time and place of the public hearing by causing the publishing of this resolution once in the local paper not less than ten (10) days before the date of the hearing and by posting a copy of this resolution on the official bulletin board customarily used by the City Council for the posting of notices.

10. That any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing, or having previously filed protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. At the public hearing, all interested persons shall be afforded the opportunity to hear and be heard.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025.

CITY OF EL CENTRO

By: _____
Sonia Carter, Mayor

ATTEST:

By: _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:_____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-136)

Item: 13.
Meeting: 5/6/2025 4:00 PM
Department: Finance
Category: Resolution
Prepared by: Elizabeth Fuchen, Interim Finance Director
Department Head:
DOC ID: 2025-136

Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH.

FISCAL IMPACT:
Will be the first step in determining the coming year's assessment for The District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
On an annual basis, Lotus Ranch Landscape and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. Prior to holding a public meeting on this issue, the items noted in the Resolutions presented to you in this document must be processed.

DISCUSSION:

CONCLUSION:
Staff recommends Adoption of Resolution No. 25- , A Resolution of The City Council of The City of El Centro Initiating proceedings for the Levy and Collection of assessments for Lotus Ranch Landscaping and Lighting District for Fiscal Year 2025-2026 and ordering the preparation of an Engineer's Report in connection therewith.

ATTACHMENTS:
1. Levy & Collection - Lotus Ranch

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE EL CENTRO LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of El Centro, California (the "City Council"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California beginning with Section 22500* (the " Act"), desires to levy and collect annual assessments for the Lotus Ranch Landscaping and Lighting District ("the "District") to pay for the operation, maintenance and servicing of the landscaping improvements and all appurtenant facilities related thereto. The Act provides for the levy of such assessments by the County on behalf of the City pursuant to *Chapter 4, Article 2*; and

WHEREAS, the District and the associated assessments are in compliance with the provisions of California Constitution Article XIIID; and

WHEREAS, the City Council has retained Willdan Financial Services as the engineer for the purpose of assisting with the annual levy of the District and to prepare and file an engineer's report with the City Clerk in accordance with the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

1. That the above recitals are true and correct.

2. That the City Council hereby proposes to levy and collect assessments against the lots and parcels of land within the District to pay for the costs and expenses of the improvements described in section 3 hereof for the fiscal year commencing July 1, 2025 and ending June 30, 2026, pursuant to the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code (the "Act") and as provided by Article XII D of the California Constitution.

3. That the general location and boundaries of the District are shown on maps on file in the office of the City Clerk, are incorporated herein by reference, and open to public inspection.

4. That the proposed improvements may be briefly described as follows: the operation, maintenance and servicing of street lighting, turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, street lighting and associated appurtenant facilities located within the streetscape (and perimeter

landscaping) surrounding the developments. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the street lighting, ornamental structures, landscaping and appurtenant facilities, including repair, removal or replacement of all or part of any of the street lighting, ornamental structures, landscaping or appurtenant facilities. Servicing means the furnishing of electricity for the street lighting and operation of the ornamental structures, landscaping, and appurtenant facilities, and water for the irrigation and control of the landscaping and the maintenance of any of the ornamental structures, landscaping, lighting and appurtenant facilities.

5. That the City Council hereby designates Willdan Financial Services as the Engineer for the purposes of these proceedings and orders the engineer to prepare and file with the City Clerk a written report in accordance with Article XIIID, Section 4 of the California Constitution and Article 4 (commencing with Section 22565) of Chapter 1 of the Act for Fiscal Year 2025-2026 commencing July 1, 2025 and ending June 30, 2026. Such report shall refer to the District by its distinctive designation.

6. That lots or parcels within the District that are owned or used by any county, city, city and county, special district or any other local or regional governmental entity, the State of California or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025.

CITY OF EL CENTRO

By_____
Sonia Carter, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-137)

Item: 14.
Meeting: 5/6/2025 4:00 PM
Department: Finance
Category: Resolution
Prepared by: Elizabeth Fuchen, Interim Finance Director
Department Head:
DOC ID: 2025-137

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026.

FISCAL IMPACT:
Will be the first step in determining the coming year's assessment for The District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
On an annual basis, Lotus Ranch Landscape and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. Prior to holding a public meeting on this issue, the items noted in the Resolutions presented to you in this document must be processed.

DISCUSSION:

CONCLUSION:
Staff recommends adoption of Resolution No. 25- , Resolution of The City Council of The City of El Centro, for preliminary approval of The Engineer's Annual Levy Report regarding Lotus Ranch Landscaping and Lighting District; and the Levy and Collection of annual assessments related thereto for Fiscal Year 2025-2026.

ATTACHMENTS:
1. Engineers Report - Lotus Ranch
2. FY2526 El Centro Lotus Ranch LLD Engineer's Report_IM

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE EL CENTRO LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025-2026

WHEREAS, the City Council for the City of El Centro, California (the "City Council") has, by previous resolution, ordered the preparation of an engineer's report (the "Report") regarding the assessment district designated as the Lotus Ranch Landscaping and Lighting District (the "District"), and the levy and collection of assessments related thereto for Fiscal Year 2025-2026, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (the "Act"); and

WHEREAS, there has now been presented to this City Council the Report as required by Chapter 3, Section 22623 of the Act; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminary satisfied with the District, the improvements described therein and each of the budget items and documents as set forth therein and is satisfied that the proposed annual assessments, on a preliminary basis, have been assigned in accordance with the special benefits received from the improvements, operation, administration, maintenance and services to be performed within the District, as set forth in the Report.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the above recitals are true and correct.

2. That the Report as presented consists of the following:

   - A description of improvements;
   - A diagram of the District;
   - The proposed annual budget for the fiscal year (costs and expenses);
   - The method of apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment; and
   - The District roll containing the levy for each assessor parcel number within the District commencing Fiscal Year 2025-2026.

3. That the District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIIID.

4. That the Report is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

5. That the City Clerk shall certify to the passage and adoption of this resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of , 2025.

CITY OF EL CENTRO

By_____
Sonia Carter, Mayor

ATTEST:

By_____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By_____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By_____
Norma Wyles, City Clerk

City of El Centro

Lotus Ranch
Landscape and Lighting District

2025/2026 Engineer's Report

Intent Meeting: May 6, 2025
Public Hearing: June 3, 2025

27368 Via Industria, Suite 200
Temecula, California 92590
T. 951.587.3500 800.755.6864
F. 951.587.3510 888.326.6864

www.willdan.com

WILLDAN

ENGINEER'S REPORT AFFIDAVIT

Lotus Ranch Landscaping and Lighting District

The District includes the parcels of land within the residential and commercial subdivisions known as

Lotus Ranch

City of El Centro,

County of Imperial, State of California

This Report identifies the parcels within Lotus Ranch Landscaping and Lighting District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Imperial County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of El Centro

By: _____

Michelle Laase
Project Manager, District Administration Services

By: _____

Tyrone Peter
P.E. # C 81888

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY *1*

A. INTRODUCTION 1

II. PLANS AND SPECIFICATIONS *2*

A. DESCRIPTION OF THE DISTRICT 2

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT 2

C. IMPROVEMENTS AND SERVICES 3

D. ZONES OF BENEFIT 9

III. METHOD OF APPORTIONMENT *11*

A. BENEFIT ANALYSIS 11

B. ASSESSMENT METHODOLOGY 16

IV. ESTIMATE OF COSTS *22*

A. CALCULATION OF ASSESSMENTS 22

B. DESCRIPTION OF BUDGET ITEMS 22

C. DISTRICT BUDGET 25

D. ASSESSMENT RANGE FORMULA 27

E. CAPITAL IMPROVEMENT PLANS 28

V. DISTRICT DIAGRAMS *29*

VI. 2025/2026 ASSESSMENT ROLL *32*

I. EXECUTIVE SUMMARY

A. INTRODUCTION

The City of El Centro ("City") created the Lotus Ranch Landscaping and Lighting District ("District") in order to provide for the ongoing operation, maintenance and servicing of median landscaping, certain perimeter landscaping and street lighting improvements installed in connection with development of properties within the District. This District provides the financial mechanism (annual assessments) by which the ongoing operation, maintenance and servicing of these improvements are funded. The District was formed in 2019 and annual assessments are levied pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act")* and in compliance with the substantive and procedural requirements of the "*California State Constitution*" *Article XIIID* ("Article XIIID").

This Engineer's Annual Levy Report ("Report") describes the District and the proposed assessments for Fiscal Year 2025/2026. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming Fiscal Year. Parcels within the District are assessed proportionately for only those improvements and services that are a special benefit.

The District boundaries, improvements and services, method of apportionment and assessments described in this Report are based on current development and improvement plans including the estimated direct expenditures, incidental expenses and reserves associated with the maintenance and servicing of the improvements. These detailed plans and specifications approved by the City are made part of this Report by reference.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessment Number by the Imperial County ("County") Assessor's Office. The County Auditor/Controller uses Assessment Numbers and specific Fund Numbers to identify properties assessed on the tax roll for special district benefit assessments.

Following consideration of public comments and written protests at a noticed Public Hearing, the City Council may confirm the Report as submitted or amended and order the levy and collection of assessments for Fiscal Year 2025/2026 pursuant to the 1972 Act. The assessment information approved will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

II. PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The territory within the District consists of the lots or parcels of land within the planned multi-phase residential development area identified and commonly referred to as the "Lotus Ranch Development" which is located within the City of El Centro, south of Interstate 8 Freeway (Kumeyaay Highway), west of La Brucherie Road, and generally north of Manuel Ortiz Avenue and east of the Lotus Canal and Austin Road. According to the Lotus Ranch Development plans and current Assessor's Parcel Maps, at build-out the District is anticipated to incorporate 574 single-family residential home sites; an 8.13 acre school site, (which as an alternative may be developed as an additional 35 single-family residential home sites). The Development plans include various public areas, easements, and rights-of-way that incorporate the District's improvements, including a 10.8 acre park site, 16.5 acres of retention basin area, trails, and streetscape landscaping.

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;

- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. IMPROVEMENTS AND SERVICES

Landscape Improvements

The landscape improvements to be funded by the District assessments may include, but are not limited to, turf, ground cover, shrubs and plants; areas of natural vegetation; trees; irrigation and drainage systems; masonry walls, retaining walls, or other fencing; monuments; hardscapes; concrete, gravel, or decomposed granite trails, pathways and/or access roads; and other related appurtenant facilities within the District that have been dedicated to the City for maintenance including but are not limited to:

- Designated parkway side-panels within the rights-of-way or easements adjacent to the streets and properties within the District, including parkways and entryways;
- Various non-street landscaping and/or vegetation management areas including the drainage basin areas, trails, and any other dedicated open space or greenbelt areas within the District; and
- The planned local park site and recreational areas within the District.

The following provides a summary description of the landscape improvements anticipated to be constructed as part of the development of properties within the District and ultimately maintained through the District at build-out. For reference purposes, in conjunction with these descriptions of the improvements a visual depiction of the landscape improvement areas is provided on the diagrams contained in Part V of this Report. At build-out, it is anticipated that the District's landscape improvements will generally include, but is not limited to approximately:

Streetscape Landscaping

At build-out there will be an estimated 221,575 square feet of irrigated streetscape landscape improvement area within the District including, but not limited to:

- ***La Brucherie Road***
  - 43,179 square feet of irrigated landscape improvement area on the west side of La Brucherie Road from Interstate 8 Freeway (Kumeyaay Highway), south to Wake Avenue, including the return at the northwest corner of La Brucherie Road and Wake Avenue;
  - 90,39 square feet of irrigated landscape improvement area on the west side of La Brucherie Road between Wake Avenue and Daneberg Drive; and
  - 4,218 square feet of irrigated landscape improvement area on the west side of La Brucherie Road adjacent to the residential parcels in Unit C Phase 5 starting at a point south of Daneberg Drive and parcels 052-380-028 and 052-380-029, then south to Manuel Ortiz Avenue. (Excludes the west side right-of-way area adjacent to parcels 052-380-028 and 052-380-029 which are not part of the District);
- ***23rd Street***
  - 1,438 square feet of irrigated landscape improvement area on the west side of 23rd Street between Barbara Way and Whitney Avenue;
  - 1,434 square feet of irrigated landscape improvement area on the west side of 23rd Street between Whitney Avenue and Farmer Avenue;
  - 1,399 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Farmer Avenue and Wake Avenue;
  - 1,507 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Wake Avenue and Chaparral Drive;
  - 2,870 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Chaparral Drive and Manzanita Drive;
  - 2,873 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Manzanita Drive and Jacaranda Drive;
  - 2,873 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Jacaranda Drive and Chandler Avenue;

- 1,432 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Chandler Avenue and Daneberg Drive;
- 1,373 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Daneberg Drive and Cameron Drive;
- 2,835 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Cameron Drive and Sophia Drive;
- 2,831 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Sophia Drive and Savannah Drive;
- 2,832 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Savannah Drive and Belen Drive;
- 1,400 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Belen Drive and Manuel Ortiz Avenue;

➢ ***24th Street***

- 2,869 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Barbara Way and Whitney Avenue;
- 2,874 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Whitney Avenue and Farmer Avenue;
- 1,396 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Farmer Avenue and Wake Avenue (Development Area A7);
- 1,494 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Wake Avenue and Chaparral Drive (Development Area A8);
- 2,867 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Chaparral Drive and Manzanita Drive;
- 724 square feet of irrigated landscape improvement area on the west side of 24th Street between Manzanita Drive and the Park Site;
- 3,502 square feet of irrigated landscape improvement area on the west side of 24th Street adjacent to the Park Site;
- 1,437 square feet of irrigated landscape improvement area on the east side of 24th Street between Manzanita Drive and Jacaranda Drive;
- 1,435 square feet of irrigated landscape improvement area on the east side of 24th Street between Jacaranda Drive and Chandler Avenue;
- 719 square feet of irrigated landscape improvement area on the east side of 24th Street between Chandler Avenue and Daneberg Drive;

- 1,330 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Daneberg Drive and Cameron Drive;
- 2,835 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Cameron Drive and Sophia Drive;
- 2,829 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Sophia Drive and Savannah Drive;
- 2,837 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Savannah Drive and Belen Drive;
- 1,351 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Belen Drive and Manuel Ortiz Avenue;

➢ ***Lotus Avenue***

- 1,473 square feet of irrigated landscape improvement area on the east side of Lotus Avenue between Barbara Way and Whitney Avenue;
- 1,299 square feet of irrigated landscape improvement area on the east side of Lotus Avenue between Whitney Avenue and Farmer Avenue;
- 1,159 square feet of irrigated landscape improvement area on the east side of Lotus Avenue between Chaparral Drive and Manzanita Drive;
- 1,279 square feet of irrigated landscape improvement area on the east side of Lotus Avenue between Cameron Drive and Sophia Drive;
- 1,417 square feet of irrigated landscape improvement area on the east side of Lotus Avenue between Sophia Drive and Savannah Drive;
- 1,282 square feet of irrigated landscape improvement area on the east side of Lotus Avenue between Savannah Drive and Belen Drive;

➢ ***Carmen Avenue***

- 1,146 square feet of irrigated landscape improvement area on the west side of Carmen Avenue between Savannah Drive and Belen Drive;

➢ ***Barbara Way***

- 1,330 square feet of irrigated landscape improvement area on the south side of Barbara Way between 23rd Street and Carmen Avenue;

➢ ***Farmer Avenue***

- 1,334 square feet of irrigated landscape improvement area on the north side of Farmer Avenue between 23rd Street and Carmen Avenue;

➢ ***Wake Avenue***

- 2,209 Parkway on southwest corner of Wake Avenue and La Brucherie Avenue;
- 7,528 square feet of irrigated landscape improvement area on both sides (north and south sides combined) on Wake Avenue between La Brucherie Avenue and 23rd Street;

- 13,516 square feet of irrigated landscape improvement area on both sides (north and south sides combined) on Wake Avenue between 23rd Street and 24th Street;
- 13,304 square feet of irrigated landscape improvement area on both sides (north and south sides combined) on Wake Avenue west of 24th Street;

➢ ***Daneberg Drive***

- 10,895 square feet of irrigated landscape improvement area on both sides (north and south sides combined) on Daneberg Drive between La Brucherie Avenue and 23rd Street;
- 18,213 square feet of irrigated landscape improvement area on both sides (north and south sides combined) on Daneberg Drive between 23rd Street and 24th Street;
- 17,009 square feet of irrigated landscape improvement area on both sides (north and south sides combined) on Daneberg Drive west of 24th Street;

➢ ***Manuel Ortiz Avenue***

- 3,319 square feet of irrigated landscape improvement area on the north side of Manuel Ortiz Avenue between La Brucherie Avenue and 23rd Street;
- 4,978 square feet of irrigated landscape improvement area on the north side of Manuel Ortiz Avenue between 23rd Street and 24th Street;
- 4,853 square feet of irrigated landscape improvement area on the north side of Manuel Ortiz Avenue west of 24th Street;

Basin/Open Space Area

At build-out there will be an estimated 801,196 square feet of basin/open space area improvements within the District incorporating approximately, 625,375 square feet of natural non-irrigated surface area; 23,271 square feet of irrigated landscape area comprised of trees, decorative rock, groundcover and/or planting; 52,452 square feet of hardscape surface area; 49,281 square feet of rock/gravel basin access road surfaces including two access points from Barbara Way; and 50,817 square feet of decomposed granite trail connections including access points from the park site, Wake Avenue, Daneberg Drive, Manuel Ortiz Avenue, and three locations at various locations on Lotus Ranch Road.

Paseos/Pathway Connections

At build-out there are five planned paseos/pathway connections within the District which collectively comprise an estimated 4,031 square feet of decomposed granite paths and 3,621 square feet of irrigated landscape area comprised of trees, decorative rock, groundcover and/or planting. These paseos/pathway connections are located between the cul-de-sacs on Whitney Avenue, Farmer Avenue, Chaparral Drive, Manzanita Drive, and Chandler Avenue.

Park Site

Part of the Lotus Ranch development includes an approximately 11.92-acre park site located at the northwest corner of Daneberg Drive and 24th Street. It is anticipated that this park-site when constructed will include an estimated 207,150 square feet of multi-purpose turf area; 242,785 square feet of additional planter hardscape landscape area; and 69,280 square feet of other park facilities that will be

constructed and funded in part by District assessments. These park facilities may include but are not limited to sports courts; playground areas, equipment and structures; sidewalks/pathways; picnic areas and facilities; restrooms; a parking lot; and any other equipment, structures or facilities related to the foregoing including ornamental or safety lighting; benches; trash receptacles; drinking fountains; picnic facilities; and sports equipment and structures. At the time this Report was prepared, the park site plans have not been finalized and the square footages and estimate of maintenance costs presented herein are based on the City's initial proposed development plans for the site, which are subject to change.

Lighting Improvements

Lighting improvements to be funded by the District assessments may include, but are not limited to, electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and appurtenant facilities associated with the streetlights, traffic signals, and lighting within public areas within the District. Maintenance, operation, and servicing of these lighting improvements may include, but is not limited to the furnishing of electric current or other illuminating agent; as needed maintenance, repair, and replacement of worn out electrical components and light fixtures, including bulbs, ballasts, photoelectric cells, meters, electrical cables; repair or replacement of damaged poles, ground wires, and conduits caused by accidents, vandalism, time, and weather; and monitoring of the Underground Service Alert (USA) network to prevent damage by excavation. At build-out, it is anticipated that the District's lighting improvements will generally include, but is not limited to:

Street Lighting

At build-out there will be an estimated one hundred and forty-three (143) streetlights within the District including, but not limited to:

- Thirty-five (35) 250-watt streetlights located at various street corners and other locations on 23rd Street, 24th Street, Barbara Way, Chaparral Drive, Daneberg Drive, Farmer Avenue, La Brucherie Avenue, Lotus Avenue, Manuel Ortiz Avenue, Manzanita Drive, Wake Avenue, and Whitney Avenue;
- One hundred and eight (108) 100-watt streetlights located on 23rd Street, 24th Street, Barbara Way, Belen Drive, Cameron Drive, Carmen Avenue, Chandler Avenue, Chaparral Drive, Daneberg Drive, Farmer Avenue, Jacaranda Drive, La Brucherie Avenue, Lotus Avenue, Manuel Ortiz Avenue, Manzanita Drive, Savannah Drive, Sophia Drive, Wake Avenue, and Whitney Avenue;

Other Lighting

In addition to the streetlights identified above, it is anticipated that there will be an additional thirty-five (35) trail and park lights within the District including, but not limited to:

- Eleven (11) trail lights along the trail adjacent to the basin/open space area, which extends the length of the District from approximately Barbara Way to Manuel Ortiz Avenue;
- Twenty-four (24) park lights within the park site located at the northwest corner of Daneberg Drive and 24th Street.

- Any other public lighting facilities including future traffic signals that may be deemed necessary or desired for the safe ingress or egress to the properties within the District or for public safety.

Excluded Improvements

Improvements that are not a part of the District improvements include, privately owned lighting and landscaping improvements located on private property and/or properties, easements or areas owned by an association, utility company, or other public agency. Such improvements and facilities shall be provided and maintained by the individual property owners, utility company, public agency, or association established in connection with the development of properties within the District.

D. ZONES OF BENEFIT

While the California Constitution requires that "The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement…"; it is reasonable to conclude that while many of the District improvements may proportionately benefit all assessed parcels within the District, certain landscaping and/or lighting improvements may only provide special benefits to specific parcels or portions of the district (particularly in larger districts and/or districts in which development will occur over time in phases). In addition, some improvements within a district and/or the costs associated with various public improvements are identified as providing some measure of general benefit and because general benefit costs cannot be assessed, the cost of such improvements may be proportionately allocated as both special benefits and general benefit.

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing various landscaping and lighting improvements, including the acquisition, construction, installation, maintenance, and servicing of those improvements and related facilities. In addition, to ensure an appropriate allocation of the estimated costs to provide various improvements based on proportional special benefits, landscaping and lighting districts often times include benefit zones ("Zones") as authorized pursuant to Chapter 1 Article 4, Section 22574 of the 1972 Act:

"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. Each Zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."

At the time this Report was prepared, it is anticipated that all the proposed improvements previously identified and described in the preceding section will reasonably be considered shared improvements because the overall development of the properties in the area will collectively facilitate and require the installation and maintenance of those improvements. As a result, the special benefits and cost of providing such improvements should be proportionately shared by all the parcels to be assessed in the District, which would require a single benefit zone. However, it is also recognized that because the parcels and improvements for this District will be constructed in multiple phases, it is likely that on an annual basis until the District is fully developed, some improvements will only benefit the developed parcels within

the District such as the internal residential street lights installed as residential phases are subdivided, while other improvements such as the development entryway landscaping or basin area improvements benefit all the parcels whether they are subdivided or not. Furthermore, as development occurs within the District, eventually some improvements may be installed within the District that may be specifically associated with particular development phases or parcels within the District.

Therefore, for administrative purposes and to ensure an equitable apportionment of the annual maintenance and operation expenses, in accordance with the 1972 Act, two benefit zones (Zones) were established within this District at the time of formation, and designated as Zone A and Zone B.

Zone A

Zone A will incorporate the properties and development phase(s) that have been subdivided into individual residential lots and/or other land uses. For 2025/2026, this Zone includes the subdivided parcels in Unit B, Phase 1 and Phase 2 of the Lotus Ranch development.

Zone B

Zone B includes the planned residential development phases within the District that have not yet been subdivided and are generally identified by the County Assessor's Office as Vacant property. For 2025/2026 Zone B includes the parcels and territory currently identified as: Unit A, Phases 1 through 9; Unit B, Phases 3 through 4; Unit C, Phases 1 through 5; and the park site.

By establishing and utilizing a Zone structure, similar properties with similar types of improvements will be assessed a proportional amount for the total annual expenses related to the maintenance, operation and servicing of the improvements provided by the District and for which the properties receive special benefits. The use of Zones will allow for each development and the parcels therein to be assessed for the improvements provided each Fiscal Year as development occurs and/or improvements are installed.

For calculating annual assessments each Fiscal Year, some or all of the parcels in Zone B may be identified as either Undeveloped Residential Property and/or Exempt parcels and will be assessed in accordance with the method of apportionment described in "Part III - Method of Apportionment" of this Report. However, as these parcels are subdivided or developed, and/or as additional improvements are accepted for maintenance, at the discretion of the Assessment Engineer and/or City, the affected properties may be reclassified as Zone A parcels and assessed accordingly. It is anticipated that at build-out, each of the parcels currently within Zone B will be transitioned into Zone A and the Zone B designations will eventually be eliminated.

III. METHOD OF APPORTIONMENT

A. BENEFIT ANALYSIS

Legislative Authority

Part 2 of Division 15 of the Streets and Highways Code, the 1972 Act, permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of street lighting and landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Section 22574 provides for zones as follows:

"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."

The formulas used for calculating assessments and the designation of zones herein reflect the composition of parcels within the District and the improvements and activities to be provided, and have been designed to fairly apportion the entirety of the capital cost of the local public improvements and the maintenance and operation expenses of such improvements based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Article XIIID of the California Constitution (Proposition 218).

Proposition 218 Benefit Analysis

The costs of the proposed improvements for this District have been identified and allocated to properties within the District based on special benefit. The improvements provided by this District and for which properties are assessed are local public landscaping and lighting improvements and related amenities. The assessments and method of apportionment is based on the premise that these improvements would otherwise not have been required without the development of those parcels within the District.

Article XIIID Section 2d defines District as follows:

"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";

Article XIIID Section 2i defines Special Benefit as follows:

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

Article XIIID Section 4a defines proportional special benefit assessments as follows:

"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Special Benefits

The ongoing maintenance of landscaped areas within the District will provide aesthetic benefits to the properties within the District and are intended to provide a more pleasant environment to walk, drive, live, and work. The primary function of these improvements and related amenities is to serve as an aesthetically pleasing enhancement and green space for the benefit of the immediately surrounding properties and developments for which the improvements are constructed and installed and/or are facilitated by the development or potential development of properties within the District. These improvements are an integral part of the physical environment associated with the parcels in the District and while some of these improvements may in part be visible to properties outside the District, collectively if these improvements are not properly maintained, it is the parcels within the District that would be aesthetically burdened. Additionally, the street landscaping in the District serve as a pleasant aesthetic amenity that enhances the approach to the parcels and in many cases, serve as both a physical buffer as well as a sound reduction buffer between the roadways and the properties in the District. Likewise, the landscape improvements include parks, green spaces (basins), and trails that provide visually pleasing open space areas that serve as an extension of the physical attributes of the parcels assessed, such as their front or rear yards and may also provide a greater opportunity for recreation. Thus, the maintenance of these landscaped improvements provides advantages to the assessed properties that affect the assessed parcels in a way that is particular and distinct from their effect on other parcels and that real property in general and the public at large do not share.

Likewise, street lighting in the District is primarily useful for illuminating the streets that provide access to the properties in the District as well as the sidewalks and parking lanes associated with those properties. While it is recognized that streetlights and traffic signals serve in part to enhance traffic safety, installation and construction of these improvements are for the most part, required by the development of properties within the district and these improvements provide three main special benefits to those properties: (i) property security benefit, (ii) pedestrian safety benefit, and (iii) parkway/roadway access benefit. Furthermore, because traffic circulation in the City is largely the result of local traffic to and from these properties by the property owners and guests, it is reasonable to assume that these properties derive a particular and distinct benefit from the streetlighting that support the safe access to the properties and essentially all pedestrians and parking vehicles in the lit areas will, after dark, be directly associated with the assessed properties. As a result, the

maintenance of these lighting improvements is a particular and distinct benefit to the properties and developments within the District.

Collectively these landscaping and lighting improvements and related assessments enhance the security, overall use, presentation and marketability of the properties, and ensure the long-term cost-efficiency of services that is obtained through the City provided maintenance (economy of scale), and the regulatory restrictions on future cost increases.

General Benefit

Landscaping General Benefit

In reviewing the location and extent of the specific landscaped areas and improvements to be funded by District assessments and the proximity and relationship to properties to be assessed, it is evident these improvements have been or will be installed as part of the development of properties within the District or are improvements that would otherwise be shared by and required for development of those properties. Although the District improvements are located on public streets or public areas that are visible and/or accessible to the general public, it is evident that the ongoing maintenance of these improvements are only necessary for the appearance and advantage of the properties within the District that are directly associated with those improvements and these improvements (particularly the level of maintenance and servicing) are not required nor necessarily desired by any properties outside the District and/or the respective Zones associated with those various improvements.

It is also evident that: (1) the maintenance of these improvements and the level of maintenance provided, has a direct and particular advantage (i.e., special benefit) only on those properties in close proximity to those improvements including those developments and properties that are directly accessed from the streets where the improvements are located; and (2) such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, limits any indirect or incidental benefit that the public at large or properties outside District and/or District Zones receive from the improvements.

In the absence of a special funding District, these types of improvements would not have been installed by the City and the City's maintenance of these improvements would for the most part, be limited to tree management services necessary to ensure public safety and protection of property, weed abatement, rodent control, and erosion control services for the various landscape areas that are provided elsewhere in the City. This basic or baseline level of service would typically provide for periodic servicing of these areas on an as-needed basis. This baseline level of service, which is provided elsewhere in the City, would provide for public safety and essential property protection to avoid negative impacts on adjacent roadways and vehicles traveling on those roadways and potential property damage. However, this baseline level of service results in a far less visually pleasing environment than is created with the enhanced levels of services associated with the regular landscape maintenance that can be provided through the District assessments.

On average, the cost to provide this baseline level of service for the District's landscape areas is estimated to be approximately $0.01936 per square foot for irrigated streetscape areas; approximately $0.01598 per square foot for irrigated non-streetscape landscape areas; and approximately $0.0215 per square foot for

overall park areas, including a five percent (5%) cost factor for City overhead and administration.

Other Landscaping General Benefits

In addition to the general benefit identified above, it is recognized that there are indirect or incidental general benefits to properties within the District as well as the general public that are associated with regular landscape maintenance services, including:

- Minimization of dust and debris; and
- Decreased potential water runoff from both properties and the landscaped areas.

Although these types of benefits might best be characterized as indirect consequences of the special benefit of the landscape maintenance provided to parcels served by the District, for the purposes of calculating proportional benefits, we assume these types of benefits to be general benefits, albeit general benefits that are extremely difficult to quantify. We estimate that the costs associated with these indirect benefits do not exceed one percent (1%) of the annual maintenance expenditures for the landscaping improvements.

The baseline general benefit costs and the indirect/incidental general benefit costs identified above shall be excluded from the special benefit assessment funding and not assessed to the parcels within the District. The total calculated general benefit cost for the landscaping improvements associated with each Zone is summarized in the table at the end of this section and is also identified in the budgets contained in Part IV of this Report.

Lighting General Benefit

In reviewing the location and extent of the specific lighting improvements to be funded by District assessments and the proximity and relationship to properties to be assessed, like the landscaping improvements it is evident these improvements are being installed as a direct result of the development of the properties within the District or are lighting improvements that would otherwise be shared by and required for the development of those properties. It is also evident that the maintenance and servicing of these improvements has a direct and particular impact (special benefit) on those properties in proximity to those street lighting improvements and these street lighting improvements are for the most part, lighting improvements that exceed what would otherwise be required for traffic circulation or to ensure the safety and protection of the general public and property in general.

Because these District lighting improvements are directly associated with the development or anticipated development of the properties within the respective District Zones and clearly provide a special benefit to those properties that is not shared by all properties in the City, it is certainly reasonable to conclude that the maintenance and operation of these improvements is largely if not entirely a special benefit to those properties to be assessed. Based on the special benefits previously identified for streetlights, it is apparent that the internal residential development streetlights are installed solely for the use and benefit those residential properties and there is no quantifiable general benefit to other properties or to the public at large.

In addition to the internal residential streetlights within the various development phases (both the residential parcels and the planned school site), each of the properties within the District are accessed from and/or are adjacent to one of four secondary/collector street (La Brucherie Road, Wake Avenue, Daneberg Drive, and Manuel Ortiz Avenue). The streetlights on these secondary/collector streets represent approximately 36% of the total streetlights to be installed within the District and are collectively and proportionately shared by each of the properties in the District. While these secondary/collector lights are clearly the result of the development of properties within the District, it is also reasonable to conclude that these types of streets are often accessed by the general-public (possibly in route to the school or park) and to some extent the street lighting on these streets may also enhance general nighttime traffic safety and circulation for other properties and the public at large. Based on various traffic circulation studies and related data, it is estimated that less than twenty percent (20%) of these secondary/collector streetlights would be required for similar streets in less concentrated development areas. Therefore, it has been determined that the general benefit related to the overall operation and maintenance of these shared streetlights is no more than seven percent (7%) of the total streetlight operating costs (36% of the total lights x 20% requirement = 7%). However, to ensure that no parcel is assessed for more than its proportional special benefit for these shared streetlights, the City will contribute for general benefit an amount equal to ten percent (10%) of the budgeted regular annual maintenance expenditures (maintenance and energy costs). These general benefit costs shall be excluded from the special benefit assessment funding and not assessed to the parcels within the District.

Utilizing the general benefit service costs outlined above and the improvements proposed at build-out, the following table summarizes the estimated general benefit costs calculated for each Zone and Sub-Zone within the District:

Estimated General Benefit for Street Lighting, Landscaping, and Parks

Zone	Street Lighting General Benefit	Landscaping and Parks General Benefit	Total General Benefit [1]
A	$0	($670)	($670)
B	0	0	0
Total General Benefit	**$0**	**($670)**	**($670)**

[1] As with most maintenance costs, the General Benefit Costs shown above will be impacted by inflation and in subsequent Fiscal Years the General Benefit Cost contributions will be adjusted for inflation.

B. ASSESSMENT METHODOLOGY

The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the land use of the parcels.

Equivalent Benefit Unit Application:

To calculate and identify the proportional special benefit received by each parcel and ultimately each parcel's proportionate share of the improvement costs it is necessary to consider not only the improvements and services to be provided, but the relationship each parcel has to those improvements as compared to other parcels in the District

Article XIIID Section 4a reads in part:

"…The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement or for the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Landscaping and lighting improvements like most public improvements, provide varying degrees of benefit (whether they be general or special) based largely on the extent of such improvements and the location of the improvements in relationship to properties associated with those improvements. To establish the proportional special benefit and ultimately the assessment obligation for each parcel, these factors need to be addressed and formulated in the method of apportionment by the use of benefit zones that reflect the extent and location of the improvements in relationship to the properties, as well as the specific use of the property and characteristics that reflects each parcel's proportional special benefit as compared to other properties that benefit from those same improvements.

The method of apportionment (method of assessment) developed for this District is based on the premise that each of the property to be assessed receives a particular and distinct benefit (special benefit) from the improvements, services and facilities to be financed by the District assessments and to assess benefits equitably it is necessary to calculate each property's relative share of the special benefits conferred by the funded improvements and service. The Equivalent Benefit Unit (EBU) method of assessment apportionment is utilized in this District and establishes a basic unit of benefit (base value) and then calculates the benefit derived by each assessed parcel as a multiple (or a fraction) of that basic unit. This EBU method of apportioning special benefits is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of comparable property characteristics The base value and assessment formula utilized in each Zone may be different, but is established for each Zone to reflect the improvements and properties that benefit from those improvements utilizing property characteristics that may include but is not limited to the type of development (property land use), property's development status, and size of the property (acreage or units).

For the purposes of this Report, an EBU is the quantum of benefit derived from the various Zone improvements by a single-family residential parcel. The single-family residential parcel has been selected as the basic value for calculation of assessments since at build-out it is anticipated that this land use will represent over 98% of the parcels in the District and over 70 % of the total acreage developed. Thus, the "benchmark" property (the single-family residential parcel) derives one (1) EBU of benefit and is assigned 1.00 Equivalent Benefit Unit.

While it is anticipated that the development of properties within this District will be primarily single-family residential parcels, the following outlines the land use classifications that will likely be associated with or may be associated with the parcels in the District and the proportional Equivalent Benefit Units established for those land use classifications.

Land Use Classifications:

Single-Family Residential — This land use classification is defined as a fully subdivided residential home site with or without a structure. This land use may include, but is not limited to subdivided residential tract lots, condominiums, or other individual residential units or subdivided lots assigned an Assessor's Parcel Number. As previously noted, the single family residential parcel has been selected as the basic value for calculation of assessments and each is assigned 1.00 Equivalent Benefit Unit.

Multi-Family Residential — This land use classification is defined as properties that are primarily used for residential purposes, but contain more than a single residential unit on the parcel (parcels with more than one dwelling) including apartments, duplexes, or other multi-unit structures. Due in part to the development and population densities associated with these types of dwelling units (reduced unit size compared to the typical density and size of single-family properties), studies have consistently shown that the average apartment unit impacts infrastructure approximately 80% as much as a single-family residence. (Sources: Institute of Transportation Engineers Informational Report Trip Generation, Fifth Edition, 1991; Metcalf and Eddy, Wastewater Engineering Treatment, Disposal, Reuse, Third Edition, 1991). Therefore, it is reasonable to conclude that the proportional special benefit these properties receive from the public improvements funded by the District assessments has a similar proportionality and these parcels shall be assigned a weighted proportional special benefit of 0.80 EBU per unit.

At the time of formation, it was not anticipated at that this Land Use Classification would be applied to parcels within the District, but may be applicable in subsequent Fiscal Years if such parcels are developed within the District or such parcel land uses are annexed to the District

Developed Non-Residential — This land use is defined as a parcel and/or development (group of parcels) that has been developed primarily with a non-residential use including, but not limited to (both publicly owned and privately owned) commercial retail or service, office or professional service, hotel or motel, manufacturing, warehousing, parking lot, and/or institutional facilities including hospitals or other medical facilities, private schools or education centers, churches or other non-profit organizations.

It is not anticipated that this Land Use Classification will be applied to parcels within the District; however, if such parcels were developed within the District or annexed

to the District in subsequent Fiscal Years, based on the planned residential development density within this District (approximately five dwelling units per acre of land), it would be reasonable and appropriate to assign the developed non-residential properties a weighted special benefit that reflects a similar and proportional development density. Therefore, the EBU assigned to each developed non-residential property is established by multiplying the parcel's applied acreage by 5.0 EBU per acre (e.g. a developed non-residential parcel of 4.25-acres would be assigned 21.25 EBU, 4.25 acres x 5.0 EBU/acre = 21.25 EBU).

Public School Property — This classification includes the parcel identified specifically as a planned public-school site at formation of the District. On average, approximately 1/3rd (33.33%) of the total school site acreage is developed with structures and parking facilities, which is similar to what is commonly associated with non-residential developments. The remaining parcel acreage (approximately 66.67%) is generally playground areas and/or sports fields which is similar to the District's park improvements. Recognizing the overall development of this parcel as compared to other properties in the District and the improvements in proximity to this property, it has been determined that proportional special benefit EBU calculated for this parcel is accurately reflected by treating that portion of the parcel with structures and parking facilities (1/3rd of the parcel's acreage) similar to the EBU calculated for Developed Non-Residential properties (33.33% of acreage x 5.0 EBU/acre), with the remaining 2/3rd of the parcel's acreage being excluded (treated similar the District's park facility, although this area is not part of the improvements being maintained by the District). Therefore, the 8.13 acre school site parcel shall be assigned 14.60 EBU ([8.13 acres x 33.33% = 2.92 applied acre]; x 5.00 EBU/acre = 14.60 EBU).

However, for calculation of the annual assessments each Fiscal Year, the Assessment Engineer shall apply to this parcel an EBU that best reflects the property's development status and proportional special benefit from the existing improvements and/or new improvements to be installed and accepted during the Fiscal Year. The Assessment Engineer may treat the parcel as a Vacant Undeveloped Property (assigned 1.00 EBU per acre or 2.92 EBU) or any proportional EBU up to the parcel's maximum EBU described above (14.60 EBU).

Planned Residential Development — This land use classification is defined as a parcel or group of parcels that may currently be identified as vacant undeveloped property but is zoned for residential use and the number of residential units to be developed on the property has been determined or identified as part of a Tentative Development Plan, Tentative Tract Map or Specific Plan.

For calculation of the annual assessments each Fiscal Year, the Assessment Engineer shall apply to such parcels an EBU that best reflects that parcel's proportional special benefit from the improvements and services provided as compared to other properties in the District and Zones based on the type and location of the improvements to be maintained, the proximity of the property to those improvements, and the development status of the property. Because these factors can vary from year to year and from parcel to parcel, the calculated EBU for each parcel originally balloted as Planned Residential Development parcel may be different utilizing either the acreage of the parcel or number of planned units. The Assessment Engineer may identify the parcel and treat the parcel as a Vacant Undeveloped Property (assigned 1.00 EBU per applied acre up to a maximum of 5.0 EBU; as an Undeveloped Residential Property (assigned 1.00 EBU per acre for the parcel's total acreage); or may temporarily identify the parcels as a Special Case

Parcel (refer to this land use classification below) assigning the parcel any proportional EBU up to the maximum EBU for which the property was ballot (1.0 EBU per single-family residential lot and 0.80 per multi-family residential unit).

It is anticipated that development of the properties within the District (specifically in Zone B) and installation of the improvements may be spread out over several years and as such, many of the parcels initially identified in the formation Engineer's Report as Planned Residential Development properties will likely be assigned a weighted special benefit per acre applicable to Vacant Undeveloped Property until the properties are developed or a substantial portion of the District improvements have been installed and accepted for maintenance.

Vacant Undeveloped Property — This land use classification includes undeveloped properties that are identified as parcels with no development including residential and non-residential properties, undeveloped school sites, and parcels that may currently be used for agricultural purposes. Although it is recognized that most of the improvements within the District will be constructed and accepted for maintenance in large part as properties are developed (Zone A parcels) and these developments will clearly receive a particular and distinct benefit (direct special benefit) from those improvements, it is also recognized that many of the various improvements proposed within the District such as the basins, the park, the development entryway landscaping and street lighting on the main collector streets are considered shared improvements that collectively support the overall development of properties within the District to their full and best use, including the vacant undeveloped properties. However, it is also recognized that internal (neighborhood) streetlights, some unit specific street landscaping and non-streetscape improvements within the District are in large part specifically related to the residential parcels that have an immediate utilization of those improvements and the special benefit costs associated with these neighborhood streetlights and landscape areas will likely be assessed primarily if not entirely to the properties which are developed or actively being developed. Likewise, most of the remaining landscaping and lighting improvements within the District will likely be installed and accepted for maintenance as properties are developed and those developing parcels clearly receive a proportionately greater benefit from those improvements than do the undeveloped properties.

Therefore, it has been determined that parcels identified as Vacant Undeveloped Property shall be assigned a proportional EBU that is 20% of that assigned to developed properties, which is 1.0 EBU per applied acre (20% of the 5.0 EBU per acre assigned to Developed Non-Residential properties), up to a maximum of 5 acres per parcel or 5.0 EBU per parcel. (e.g. a Vacant Undeveloped Property which is 7.00-acres would be assigned 5.00 EBU [5.0-acre maximum x 1.0 EBU/acre]).

Undeveloped Residential Property — This land use classification includes undeveloped properties that were originally identified as Planned Residential Development parcels, but have not yet been developed or subdivided, but are either adjacent to or in close proximity to improvements that will be maintained for the current Fiscal Year, and/or the property is actively being developed. While many of the improvements within the District will be constructed and accepted for maintenance in large part as properties are being subdivided or developed and those properties will clearly receive a particular and distinct benefit (direct special benefits) from those improvements, it is also recognized that certain improvements within the

District are installed in advance of property development that are considered shared improvements that collectively support the overall development of properties within the District and Zones to their full and best use, including the vacant undeveloped properties. However, it is also recognized that some of these shared improvements within the District have a more direct and particular benefit to those undeveloped properties directly adjacent to the improvements or in close proximity to those improvements than do the vacant undeveloped properties that are not actively being developed or are further from those shared improvements.

Therefore, it has been determined that parcels identified as Undeveloped Residential Property shall be assigned a proportional EBU that is 20% of that assigned to developed properties, which is 1.0 EBU per applied acre (20% of the 5.0 EBU per acre assigned to Developed Non-Residential property), but unlike parcels designated as Vacant Undeveloped Property, there is no acreage cap for the parcel. (e.g. an Undeveloped Residential Property which is 7.00-acres would be assigned 7.00 EBU [7.0 acres x 1.0 EBU/acre]).

Special Case Property — In many landscaping and lighting districts (particularly districts that have a wide range of land uses, phased developments, and/or diversity in the location and type of improvements) there may be one or more parcels to be assessed for which the standard land use classifications and proportionality identified above do not accurately identify the use and special benefit received from the improvements. Properties that are typically classified as Special Case Parcels usually involve partial or mixed use development of the property or development restrictions whether those restrictions are temporary or permanent and affect the properties proportional special benefit. Examples of such restrictions may include situations where only a portion of the parcel's total acreage is or can be developed. In such a case, the net acreage of the parcel would be utilized rather than the gross acreage of the parcel to calculate the parcel's proportional special benefit similar to how the Public School site parcel is treated. Each such parcel shall be addressed on a case-by-case basis by the Assessment Engineer and the EBU assigned to such parcels shall be based on the specific issues related to that parcel and its proportional special benefit compared to other properties that receive special benefits from the improvements.

Exempt — Within most districts, there are lots or parcels of land that do not receive a special benefit from the improvements provided (exempt from assessment), which may include, but is not limited to public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, public rights-of-way, or utility rights-of-way; common areas, bifurcated lots; sliver parcels or any other parcel that has little or no assessed value and cannot be developed independently; parcels that are part of the improvements being maintained by the District, or that the City has determined cannot be developed. These types of parcels are considered to receive no special benefit from the improvements and are therefore exempted from assessment and are assigned 0.00 EBU.

A summary of the Equivalent Benefit Units (EBUs) that may be applicable for various land use classifications within the District is shown in the following table:

Assessment Land Use	Equivalent Benefit Unit Formula
Single Family Residential	1.00 EBU per Unit
Multi-Family Residential	0.80 EBU per Unit
Developed Non-Residential	5.00 EBU per Acre
Public School Property	5.00 EBU per Adjusted Acreage
Planned Residential Development	1.00 EBU per Unit
Vacant Undeveloped Property	1.00 EBU per Acre (Maximum of 5 Acres)
Undeveloped Residential Property	1.00 EBU per Acre
Exempt	0.00 EBU per Acre
Special Case	Varied EBU per Applied Acres or Units

Equivalent Benefit Unit Summary

The following is a summary of the Equivalent Benefit Units applicable to the various land use classifications identified in each Zone:

Zone A

Assessment Land Use	Total Parcels	Applied Units	Applied Acreage	Equivalent Benefit Units (EBU)
Single Family Residential	44	44	0.00	44.00
Totals	**44**	**44**	**0.00**	**44.00**

Zone B

Assessment Land Use	Total Parcels	Applied Units	Applied Acreage	Equivalent Benefit Units (EBU)
Special Case Property [1]	1	211	2.92	225.60
Planned Residential Development	2	319	0.00	319.00
Exempt	2	0	7.98	0.00
Totals	**5**	**530**	**10.90**	**544.60**

District Total

Assessment Land Use	Total Parcels	Applied Units	Applied Acreage	Equivalent Benefit Units (EBU)
Single Family Residential	44	44	0.00	44.00
Special Case Property [1]	1	211	2.92	225.60
Planned Residential Development	2	319	0.00	319.00
Exempt	2	0	7.98	0.00
Totals	**49**	**574**	**10.90**	**588.60**

[1] Special Case Property includes vacant land planned for 211 residential units and a school site.

IV. ESTIMATE OF COSTS

A. CALCULATION OF ASSESSMENTS

An assessment amount per EBU in each Zone is calculated by:

Taking the "Total Annual Expenses" (Total budgeted costs) and subtracting the "Total General Benefit Expenses", to establish the "Total Special Benefit Expenses".

Total Annual Expenses – General Benefit Expenses = Special Benefit Expenses

To the resulting "Special Benefit Expenses", various "Funding Adjustments/Contributions" may be applied that may include, but are not limited to:

- "Reserve Fund Collection/Transfer", represents an amount of available existing funds from the "Operational Reserve Fund Balances" being applied to pay a portion of the Special Benefit Expenses for the Fiscal Year.
- "Revenue from Other Sources", represents a further adjustment that addresses the funding gap between the amount budgeted to provide the improvements and services ("Special Benefit Expenses") and the amount that will be collected through the assessments. This funding gap may be addressed by an additional City contribution, reductions in service and service expenses, or a combination of the two.

These adjustments to the Special Benefit Expenses result in the net special benefit amount to be assessed "Balance to Levy".

Special Benefit Expenses +/- Funding Adjustments/Contributions = Balance to Levy

The amount identified as the "Balance to Levy" is divided by the total number of EBUs of parcels that benefit to establish the "Assessment Rate" or "Assessment per EBU" for the Fiscal Year. This Rate is then applied back to each parcel's individual EBU to calculate the parcel's proportionate special benefit and assessment for the improvements.

Balance to Levy / Total EBU = Assessment per EBU (Assessment Rate)

Assessment per EBU x Parcel EBU = Parcel Assessment Amount

B. DESCRIPTION OF BUDGET ITEMS

DIRECT ANNUAL MAINTENANCE & OPERATING EXPENSES:

***Annual Lighting Operation and Maintenance Expenses* —** Includes the cost of maintenance, operation, and servicing of the District's lighting improvements, which generally include the furnishing of labor, materials, equipment and electricity.

***Landscape & Park Maintenance* —** Includes all regularly scheduled labor and general maintenance cost including all wages, salaries, benefits and contract services required to properly maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

Tree Maintenance — Includes the cost of the maintenance, operation, and servicing of the District's trees, including the furnishing of labor, materials, and equipment.

Landscaping Irrigation (Water, Electricity, Maintenance & Repair) — Includes the cost of water and electricity for irrigation systems, and maintenance and repair of irrigation systems.

Appurtenant Improvements or Services — Includes the cost of maintaining appurtenances.

REHABILITATION/RENOVATION FUNDING & CAPITAL EXPENDITURES:

Lighting Rehabilitation/Renovation Funding — Includes funds collected for future Lighting improvement rehabilitation/replacement projects.

Landscape Improvement Rehabilitation/Renovation Funding — Includes funds collected for future Landscaping improvement rehabilitation/renovation projects.

Planned Capital Expenditures — Includes funds used for Lighting and Landscaping improvement projects for the current Fiscal Year.

INCIDENTAL EXPENSES:

District Administration — May include all or a portion of the administrative and professional service costs associated with the coordination of District services and operations including response to public concerns and education and procedures associated with the levy and collection of assessments.

County Administration Fee — The cost to the District for the County to collect assessments on the property tax bills.

GENERAL BENEFIT EXPENSES:

Lighting General Benefit – City Funded — The cost to fund the general benefit portion of the lighting improvements, which is not assessed.

Landscaping General Benefit – City Funded — The cost to fund the general benefit portion of the landscaping improvements, which is not assessed.

LEVY ADJUSTMENTS:

Reserve Fund Collection/(Transfer) — The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a),* provides for a District Reserve Fund. This Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through December 10th or when the County typically provides the City with the first installment of assessments collected from the property tax bills (typically January or February). Negative amounts shown for this budget item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the Fiscal Year and also provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Revenue from Other Sources – Includes a credit for District interest earnings.

***General Fund Loan Repayment/(Advances)* —** This item represents repayments of amounts that had been temporarily advanced to the District from other revenue sources (usually the General Fund) or represents funds being loaned to the District for the current Fiscal Year that must be repaid by future assessments. Similar to the Reserve Collection/ (Contribution) line item, this item directly impacts the Reserve Fund Balances either positively or negatively.

Repayments are shown as a positive number and represent additional money being collected in the current annual assessment to repay a prior loan. These loans are typically for capital improvement expenditures or unforeseen expenditures incurred in prior years and Reserve Fund monies were not sufficient to cover the expenses. To ensure the ongoing operation and maintenance of the improvements, the City may advance funds to the District as a temporary loan to meet current expenditures and collect repayment of the loan through the annual assessments the following year or possibly over several years. Generally, all available Reserve Funds are exhausted before a temporary loan is advanced to the District and the Beginning Reserve Fund Balance will be a negative number indicating the loan amount is still outstanding. A loan for the current fiscal year (Contribution) is shown as a negative number. If the District is expected to incur significant expenditures in the current fiscal year for special services or capital improvements (upgrades or refurbishing of the improvements) and the proposed assessment revenues (annual assessments) and/or available Reserve Funds are not sufficient to cover the expenditures, the City may advance funds to the District as a temporary loan to meet the proposed expenditures.

***Balance to Levy* —** This is the total amount to be levied and collected through assessments for the current Fiscal Year.

DISTRICT STATISTICS:

***Total Parcels* —** The total number of parcels within the District.

***Total Parcels Levied* —** The total number of parcels within the District that are assessed.

***Total Assessed Acreage* —** The total acreage of parcels within the District that are assessed.

***Total Equivalent Benefit Units* (EBUs) —** The typical single-family residential parcel is assigned one (1.0) Equivalent Benefit Unit. Every other land-use or property type is assigned EBUs based on an assessment formula that equates the property's specific development status, type of development (land-use), and size, to a typical single-family residential parcel.

***Applied Levy per EBU* —** This amount represents the assessment rate being applied to each EBU. The Levy per EBU is the result of dividing the total Balance to Levy, by the sum of the Total Equivalent Benefit Units to be assessed.

***Maximum Levy per EBU* —** This amount represents the Maximum assessment rate being applied to each EBU. The Maximum Levy per EBU is the result of a 3.5% annual inflationary adjustment.

C. DISTRICT BUDGET

The following budget for the District and Zones is based on an estimate of the expenses necessary for the ongoing operation, maintenance and servicing of the District improvements for Fiscal Year 2025/2026.

100% Personnel Cost

BUDGET ITEMS	Lotus Ranch District Zone A Subdivided Phases	Lotus Ranch District Zone B Un-Subdivided Phases	Total Budget Fiscal Year 2025/2026
DIRECT ANNUAL MAINTENANCE & OPERATING EXPENSES			
Annual Lighting Maintenance and Operation Expenses	$0	$0	$0
Landscape & Park Maintenance	$4,620	$0	$4,620
Tree Maintenance	0	0	0
Landscape Irrigation (Water, Electricity, Maintenance & Repair)	0	0	0
Appurtenant Improvements on Services	0	0	0
Total Annual Landscaping Maintenance and Operation Expenses	$4,620	$0	$4,620
Total Direct Annual Maintenance & Operating Expenses	$4,620	$0	$4,620
REHABILITATION/RENOVATION FUNDING & CAPITAL EXPENDITURES			
Lighting Rehab/Renovation Funding	$0	$0	$0
Landscape Improvement Rehab/Renovation Funding	0	0	0
Planned Capital Expenditure	0	0	0
Total Rehabilitation/Renovation Funding & Capital Expenditures	$0	$0	$0
INCIDENTAL EXPENSES			
District Administration	$6,932	$0	$6,932
County Administration Fee	29	0	29
Total Incidental Expenses	$6,961	$0	$6,961
Total Annual Expenses	$11,581	$0	$11,581
GENERAL BENEFIT EXPENSES			
Lighting General Benefit - City Funded	$0	$0	$0
Landscaping General Benefit - City Funded	(670)	0	(670)
Total General Benefit - City Funded	($670)	$0	($670)
Total Direct Annual Special Benefit Expenses	$10,911	$0	$10,911
LEVY ADJUSTMENTS			
Reserve Fund Collection/(Transfer)	$5,241	$0	$5,241
Revenue from Other Sources	0	0	0
General Fund Loan Repayment/(Advances)	0	0	0
Total Levy Adjustments	$5,241	$0	$5,241
BALANCE TO LEVY *	$16,152	$0	$16,152
DISTRICT STATISTICS			
Total Parcels	44	5	49
Assessed Parcels	44	0	44
Total Equivalent Benefit Units (EBUs)	44.00	544.60	588.60
Applied Levy per EBU	$367.08	$0.00	
Maximum Levy per EBU	$591.27	$591.27	
FUND BALANCE			
Beginning Projected Reserve Balance 07/01/2025	$215	$0	$215
Collection/(Transfer)	5,241	0	5,241
General Fund Loan Repayment/(Advances)	0	0	0
Ending Projected Reserve Balance 06/30/2026	$5,456	$0	$5,456

50% Personnel Cost

BUDGET ITEMS	Lotus Ranch District Zone A Subdivided Phases	Lotus Ranch District Zone B Un-Subdivided Phases	Total Budget Fiscal Year 2025/2026
DIRECT ANNUAL MAINTENANCE & OPERATING EXPENSES			
Annual Lighting Maintenance and Operation Expenses	$0	$0	$0
Landscape & Park Maintenance	$4,620	$0	$4,620
Tree Maintenance	0	0	0
Landscape Irrigation (Water, Electricity, Maintenance & Repair)	0	0	0
Appurtenant Improvements on Services	0	0	0
Total Annual Landscaping Maintenance and Operation Expenses	$4,620	$0	$4,620
Total Direct Annual Maintenance & Operating Expenses	$4,620	$0	$4,620
REHABILITATION/RENOVATION FUNDING & CAPITAL EXPENDITURES			
Lighting Rehab/Renovation Funding	$0	$0	$0
Landscape Improvement Rehab/Renovation Funding	0	0	0
Planned Capital Expenditure	0	0	0
Total Rehabilitation/Renovation Funding & Capital Expenditures	$0	$0	$0
INCIDENTAL EXPENSES			
District Administration	$5,202	$0	$5,202
County Administration Fee	29	0	29
Total Incidental Expenses	$5,231	$0	$5,231
Total Annual Expenses	$9,851	$0	$9,851
GENERAL BENEFIT EXPENSES			
Lighting General Benefit - City Funded	$0	$0	$0
Landscaping General Benefit - City Funded	(670)	0	(670)
Total General Benefit - City Funded	($670)	$0	($670)
Total Direct Annual Special Benefit Expenses	$9,181	$0	$9,181
LEVY ADJUSTMENTS			
Reserve Fund Collection/(Transfer)	$4,376	$0	$4,376
Revenue from Other Sources	0	0	0
General Fund Loan Repayment/(Advances)	0	0	0
Total Levy Adjustments	$4,376	$0	$4,376
BALANCE TO LEVY *	$13,557	$0	$13,557
DISTRICT STATISTICS			
Total Parcels	44	5	49
Assessed Parcels	44	0	44
Total Equivalent Benefit Units (EBUs)	44.00	544.60	588.60
Applied Levy per EBU	$308.10	$0.00	
Maximum Levy per EBU	$591.27	$591.27	
FUND BALANCE			
Beginning Projected Reserve Balance 07/01/2025	$215	$0	$215
Collection/(Transfer)	4,376	0	4,376
General Fund Loan Repayment/(Advances)	0	0	0
Ending Projected Reserve Balance 06/30/2026	$4,591	$0	$4,591

D. ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. The Brown Act defines the terms "new or increased assessment" to exclude certain conditions. These certain conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed."

Recognizing that the cost of maintaining the improvements will increase over time due to inflation, the initial maximum assessment rates established at the time of formation of the District (Fiscal Year 2019/2020) for Zone A and Zone B, included a fixed 3.5% annual inflationary adjustment (Assessment Range Formula). This 3.5% annual adjustment provides for reasonable increases and inflationary adjustment to the initial maximum assessment rates approved by the property owners.

The Assessment Range Formula described herein does not mean that the annual assessments will necessarily increase each Fiscal Year, nor does it absolutely restrict the assessments to the adjustment maximum assessment amount. Although the maximum assessment rates that may be levied shall be adjusted (inflated) by 3.5% each year, the actual amount to be assessed will be based on the Balance to Levy for that Fiscal Year. If the calculated assessment is less than the adjusted maximum assessment, then the calculated assessment may be approved by the City Council for collection. If the calculated assessment (based on the proposed budget) is greater than the adjusted maximum assessment for that Fiscal Year, then the assessment would be considered an increased assessment and would require property owner approval through a protest ballot proceeding before imposing such an increase. Otherwise, it would be necessary to reduce the budget or provide a contribution from the City to reduce the Balance to Levy (amount to be assessed) to an amount that can be supported by an assessment rate less than or equal to the maximum assessment rate authorized for that Fiscal Year.

The Assessment Range Formula (3.5% annual adjustment) shall be applied to the maximum assessment rates for Zone A and Zone B, each Fiscal Year unless the City Council formally suspends its application.

Zone	FY 2024/2025 Maximum Assessment Rate	Annual Percent (%) Increase	FY 2025/2026 Maximum Assessment Rate
Zone A	$571.28	3.50%	$591.27
Zone B	$571.28	3.50%	$591.27

The following shows the maximum assessment rate for each Fiscal Year since the formation of this District.

Fiscal Year	Maximum Assessment Rate
2019/20	$481.00
2020/21	$497.84
2021/22	$515.26
2022/23	$533.29
2023/24	$551.96
2024/25	$571.28
2025/26	$591.27

E. CAPITAL IMPROVEMENT PLANS

There are no projects planned in the District at this time.

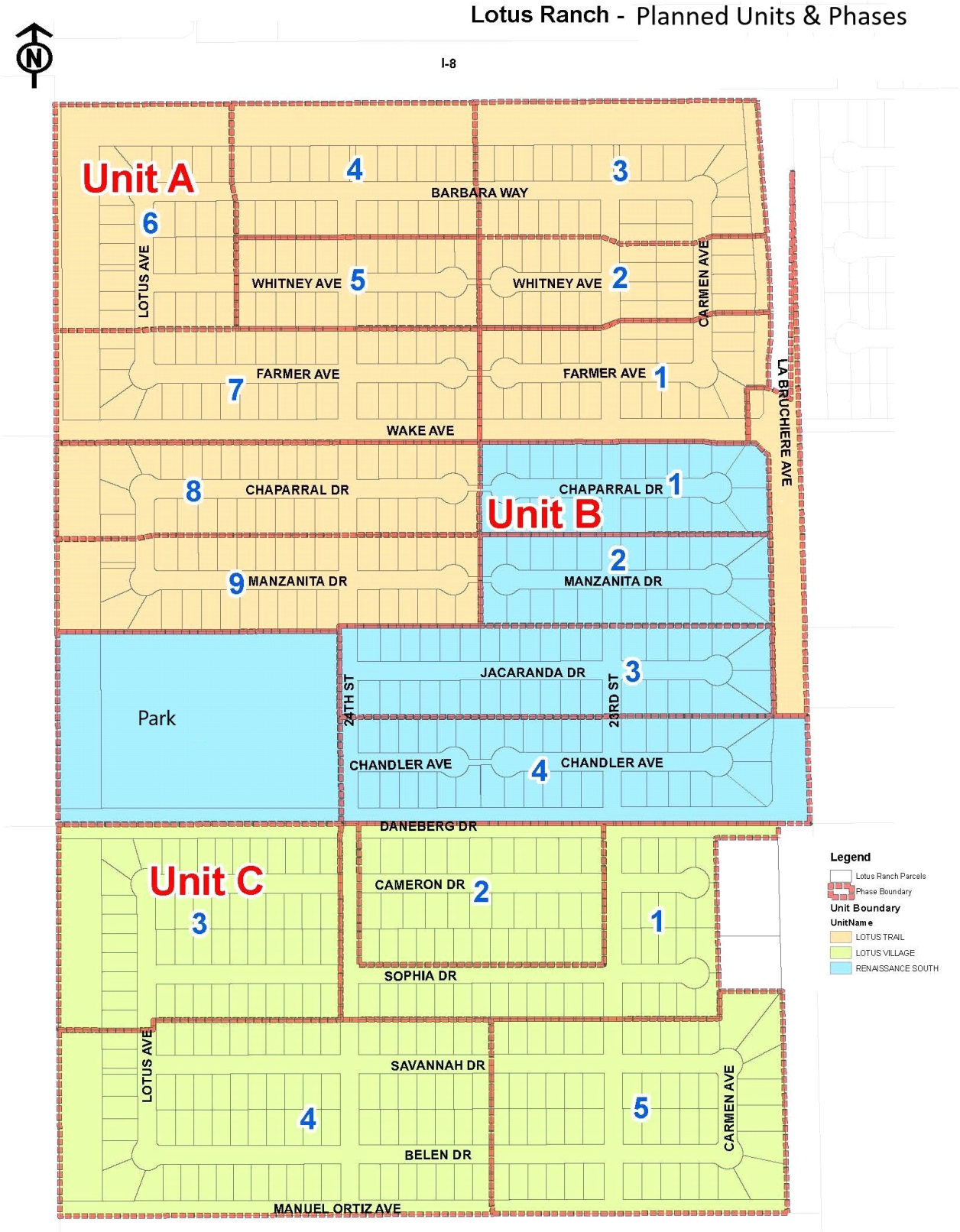
V. DISTRICT DIAGRAMS

The lots and parcels of land within the Lotus Ranch Landscaping and Lighting District consist of the lots and parcels within the planned multi-phase residential development area identified in the Lotus Ranch Development located within the City of El Centro, south of Interstate 8 Freeway (Kumeyaay Highway), west of La Brucherie Road, and generally north of Manuel Ortiz Avenue and east of the Lotus Canal and Austin Road.

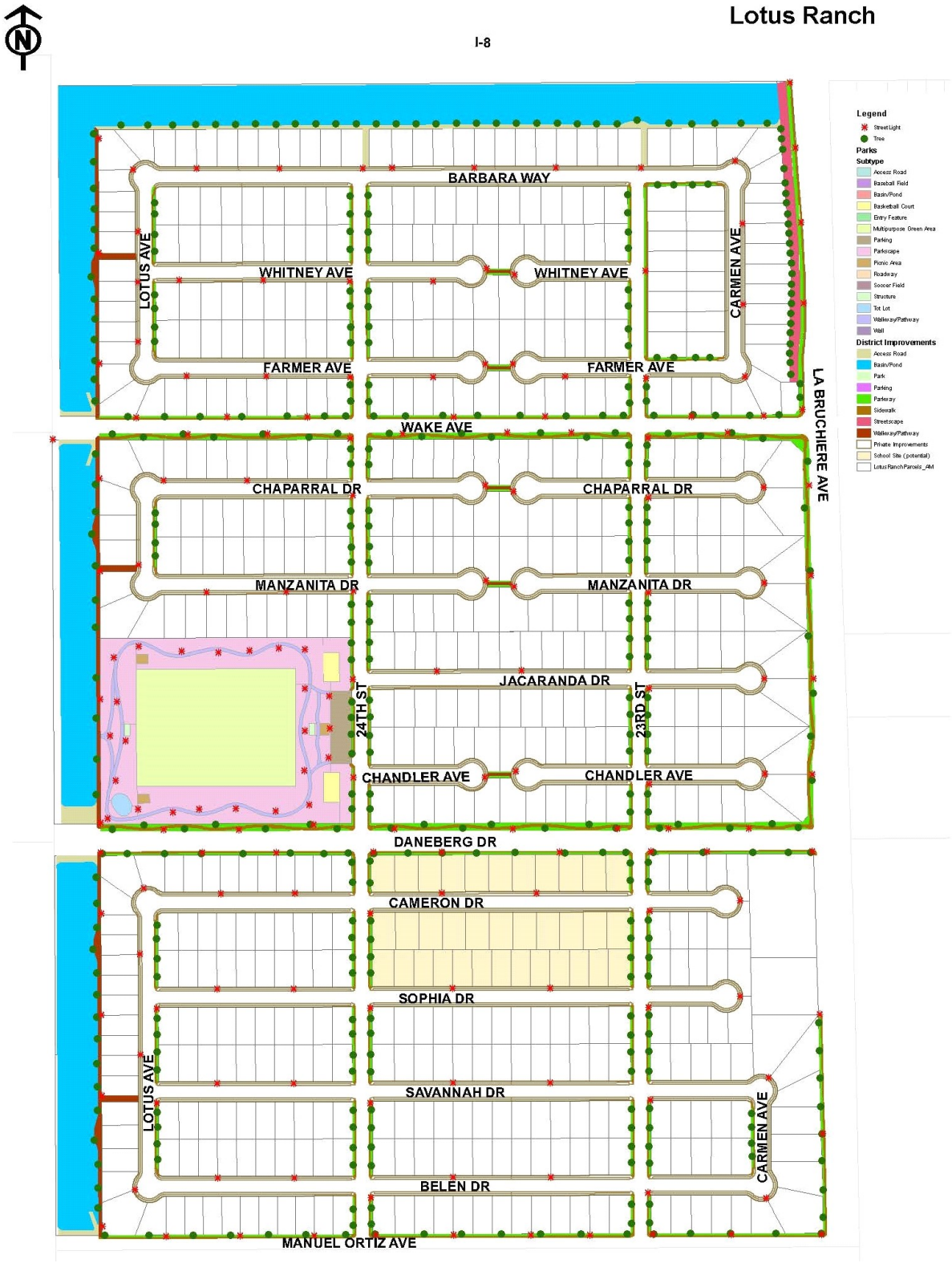
The District Diagrams provided on the following pages provide a visual depiction of the boundaries of the District and provide a visual depiction of the location and extent of the improvements to be maintained. The combination of these Diagrams and the Assessment Roll contained in Part VI of this Report constitutes the Assessment Diagram for this District and encompasses all the lots, parcels and subdivisions of land that receive or will receive a special benefit from the improvements to be provided in the District at the time this Report was prepared.

Reference is hereby made to the Imperial County Assessor's Parcel Maps for a detailed description of the lines and dimensions of each parcel within the Lotus Ranch Landscaping and Lighting District including all subsequent subdivisions, lot-line adjustments, or parcel changes therein.

District Diagram - Planned Development (Phases)



District Diagram - Planned Improvements and Development



VI. 2025/2026 ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District represents the parcels as shown on the Imperial County Secured Roll and reflective of the Assessor's Parcel Maps. A listing of the current parcels to be assessed within this District along with the assessment amounts is provided on the following page.

City of El Centro
Lotus Ranch Landscaping and Lighting Assessment
Preliminary Assessment Roll
Fiscal Year 2025/26

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
052-801-001-000	2214 CHAPARRAL DR	SFR	1.00	$597.27	
052-801-002-000	2226 CHAPARRAL DR	SFR	1.00	597.27	
052-801-003-000	2242 CHAPARRAL DR	SFR	1.00	597.27	
052-801-004-000	2258 CHAPARRAL DR	SFR	1.00	597.27	
052-801-005-000	2280 CHAPARRAL DR	SFR	1.00	597.27	
052-801-006-000	2287 CHAPARRAL DR	SFR	1.00	597.27	
052-801-007-000	2263 CHAPARRAL DR	SFR	1.00	597.27	
052-801-008-000	2257 CHAPARRAL DR	SFR	1.00	597.27	
052-801-009-000	2243 CHAPARRAL DR	SFR	1.00	597.27	
052-801-010-000	2203 CHAPARRAL DR	SFR	1.00	597.27	
052-802-001-000	2085 CHAPARRAL DR	SFR	1.00	597.27	
052-802-002-000	2067 CHAPARRAL DR	SFR	1.00	597.27	
052-802-003-000	2041 CHAPARRAL DR	SFR	1.00	597.27	
052-802-004-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-005-000	2025 CHAPARRAL DR	SFR	1.00	597.27	
052-802-006-000	2013 CHAPARRAL DR	SFR	1.00	597.27	
052-802-007-000	2010 CHAPARRAL DR	SFR	1.00	597.27	
052-802-008-000	2024 CHAPARRAL DR	SFR	1.00	597.27	
052-802-009-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-010-000	2072 CHAPARRAL DR	SFR	1.00	597.27	
052-802-011-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-012-000	2094 CHAPARRAL DR	SFR	1.00	597.27	
052-801-011-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-801-012-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-801-013-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-801-014-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-801-015-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-801-016-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-801-017-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-801-018-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-801-019-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-801-020-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-013-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-014-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-015-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-016-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-017-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-018-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-019-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-020-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-021-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-022-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-023-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
052-802-024-000	NO SITUS AVAILABLE	SFR	1.00	597.27	
Total				**$26,279.96**	**TBD**
Total Parcels					**44**

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-138)

Item: 15.
Meeting: 5/6/2025 4:00 PM
Department: Finance
Category: Resolution
Prepared by: Elizabeth Fuchen, Interim Finance Director
Department Head:
DOC ID: 2025-138

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026.

FISCAL IMPACT:
Will be the first step in determining the coming year's assessment for The District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
On an annual basis, Lotus Ranch Landscape and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. Prior to holding a public meeting on this issue, the items noted in the Resolutions presented to you in this document must be processed.

DISCUSSION:

CONCLUSION:
Staff recommends Adopting Resolution No. 25- , Resolution of The City Council of The City of El Centro declaring its intention to Levy and Collect annual assessments related to Lotus Ranch Landscaping and Lighting District for Fiscal Year 2025-2026.

ATTACHMENTS:
1. Intention Levy - Lotus Ranch

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED TO THE EL CENTRO LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026

WHEREAS, the City Council of the City of El Centro, California (the "City Council"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act") and by previous resolution, initiated proceedings for the Lotus Ranch Landscaping and Lighting District (the "District") to levy and collect annual assessments to pay for the operation, maintenance and servicing of landscaping, lighting and all appurtenant facilities related thereto for Fiscal Year 2025-2026; and

WHEREAS, the City Council desires to levy and collect the annual assessments against lots and parcels of land within the District to pay the cost and expenses related to the improvements described in section 2 of this resolution; and

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk for the City of El Centro, California (the "City") a report in connection with the District and levy of assessments for Fiscal Year 2025-2026 (beginning July 1, 2025 and ending June 30, 2026) in accordance with *Chapter 1, Article 4* of the Act, and the Council did, by previous resolution, preliminarily approve the report.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA DOES HEREBY BE RESOLVE AS FOLLOWS:

1. That the above recitals are true and correct.

2. That the City Council hereby declares that it is its intention to seek the annual levy of the District in accordance with Chapter 3, Section 22624 over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the costs of the maintenance and servicing of the landscaping improvements and all appurtenant facilities and operations related thereto for Fiscal Year 2025-2026. The territory included within the District is generally described in section 3 of this resolution and is designated as Lotus Ranch Landscaping and Lighting District.

3. That the boundaries of the District are located on east of State Highway 86 (Imperial Avenue), west of 8th Street, north of Bradshaw Avenue and generally south of Treshill.

4. That the landscaping improvements may include, but are not limited to all landscaping material and facilities within the District. These improvements include turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, and associated

appurtenant facilities located within the streetscape (and perimeter landscaping) surrounding the developments. The street lighting improvements may include but are not limited to electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities. For specific improvements reference Fiscal Year 2025-2026 engineer's report.

5. That the proposed assessments for the District are outlined in the engineer's annual levy report. The report details the proposed assessments necessary to provide for the annual operation, administration, services and maintenance of the improvements described in section 4 of this resolution and by reference said report is made part of this resolution.

6. That the District and the associated assessments as outlined in the engineer's report are in compliance with the provisions of California Constitution Article XIIID.

7. That the City Council hereby declares its intention to conduct a public hearing concerning the District and the levy of assessments for the improvements related thereto in accordance with Chapter 3, Section 22626 of the Act.

8. That the notice is hereby given that a public hearing on these matters will be held by the City Council on **Tuesday, June 3, 2025 at 6:00 p.m.** or as soon thereafter as feasible in the regular meeting chambers of the City Council located at 1275 Main Street, El Centro, California.

9. That the City Clerk shall cause notice to be given of the time and place of the public hearing by causing the publishing of this resolution once in the local paper not less than ten (10) days before the date of the hearing and by posting a copy of this resolution on the official bulletin board customarily used by the City Council for the posting of notices.

10. That any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing, or having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. At the public hearing, all interested persons shall be afforded the opportunity to hear and be heard.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025.

CITY OF EL CENTRO

By: _____
Sonia Carter, Mayor

ATTEST:

By: _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:_____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-149)

Item: 16.
Meeting: 5/6/2025 4:00 PM
Department: City Manager
Category: Action Item
Prepared by: Dulce Bedolla, Human Resource Director
Department Head: Daniel Paramo
DOC ID: 2025-149

Agreement for Consultant Services with Patrick Clark Consulting.

CITY MANAGER'S RECOMMENDATION:
Approve the agreement for consultant services between the City of El Centro and Patrick Clark Consulting.

FISCAL IMPACT:
The consultant rate has increased from $225 to $250 per hour.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
Patrick Clark has been the City's lead negotiator since 2021.

DISCUSSION:
This agreement is made between the City of El Centro and Patrick Clark Consulting.

CONCLUSION:
Approve the agreement for consultant services between the City of El Centro and Patrick Clark Consulting.

ATTACHMENTS:
1. EC - Patrick Clark agreement 2025 FINAL

AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF EL CENTRO
AND
PATRICK CLARK CONSULTING

This Agreement ("Agreement") is made between the City of El Centro ("CLIENT") and Patrick Clark Consulting, a sole proprietorship ("CONSULTANT").

AGREEMENT

1. TERM – This Agreement will become effective on the date by which both parties have signed the Agreement ("Effective Date") and will continue in full force and effect until terminated in accordance with Section 15, except to the extent renewed or extended in accordance with Section 16. All days set out are calendar days, unless otherwise specified.

2. SERVICES –

   a. Services Provided – CONSULTANT shall provide labor relations consulting services in accordance with Attachment A, which is incorporated into this Agreement by this reference, but only to the extent Attachment A services are strictly limited by and interpreted in accordance with Section 2.b. of this Agreement; reasonably accomplishable, either by the date of termination, which date shall be established in accordance with Section 15, or any later date established in accordance with Section 16; and otherwise consistent with this Agreement. These services, as thus defined and limited, shall be collectively known as "CONSULTANT Services."

   b. Services *NOT PROVIDED:* Complementary/Sub-Specialist and Licensed Professional Services – CONSULTANT Services shall be strictly limited and interpreted to *exclude* any work that might be construed to require any complementary or sub-specialization or professional license. CLIENT understands that CONSULTANT hires no employees or sub-contractors to provide complementary/sub-specialist or licensed professional services, directly or indirectly for the benefit of CLIENT, and possesses no complementary/sub-specialist expertise or professional licensure himself. Therefore, both parties agree that:
      i. CONSULTANT shall provide no complementary/sub-specialist or licensed professional services, directly or indirectly to CLIENT, pursuant to this Agreement or otherwise;
      ii. *Excluded* complementary/sub-specialist and licensed professional services include, but are not necessarily limited to, services properly performed instead by an attorney, accountant, actuary, banker, insurance agent/broker/company, investment banker, investment advisor, mortgage banker/broker, security broker/dealer, structured settlement broker, or expert in compensation studies.
      iii. CLIENT shall not construe or rely upon any CONSULTANT Services, or any analysis, advice, or services in fact provided by CONSULTANT, pursuant to this Agreement or otherwise, as complementary/sub-specialist or licensed professional services;
      iv. Although CONSULTANT might periodically recommend CLIENT hire various complementary/sub-specialists or licensed professionals, CLIENT shall

 PC CONSULTANT's initials) _____ (CLIENT's initials)

be required to and shall be solely responsible for determining if and when CLIENT reasonably requires complementary/sub-specialists or licensed professionals, for any purpose, including any contemplated by or reasonably required to accomplish the purposes of Section 2.a. or Attachment A; and

v. CLIENT shall be solely responsible for directly selecting, vetting, employing, or contracting with, and supervising any necessary or desired complementary/sub-specialists and licensed professionals, including but not limited to any contemplated by or reasonably required to accomplish the purposes of Section 2.a. or Attachment A. Such complementary/sub-specialists and licensed professionals shall include, but not necessarily be limited to:

   a) Legal counsel, for all CLIENT's legal advice, legal analysis, and legal services, including, but not necessarily limited to final drafting, reviewing, approving, and assuring legal adequacy of all language and content of all Memorandums of Understanding (MOUs), prior to MOU adoption by CLIENT's City Council.
   b) Actuaries, for all CLIENT's actuarial needs, including, but not necessarily limited to any actuarial analysis needed to sufficiently consider and develop desired proposals, counter-proposals, strategies, and human resources and labor relations documents as are necessary to negotiations, for example as may be required for consideration and analysis of employee and retiree benefits options' viability, cost, pros and cons, and risks;
   c) Accountants, for CLIENT's accountancy needs, including, but not necessarily limited to tax counseling related to the language and content of all Memorandums of Understanding (MOUs), prior to MOU adoption by CLIENT's City Council;
   d) Appropriate financial, investment and insurance professionals, for all other financial advice and services including, but not necessarily limited to advice and services related to the availability of funds or specified rate of return or interest; the expected performance, fluctuation in or future market value of investments or securities; potential sales, earnings, profitability or economic value; securing financing; and the preparation of pro-forma statements, such as those which are the basis of and/or are used with third parties for the purpose of securing capital through debt, equity creditor or other means;
   e) Compensation study experts, for all CLIENT's necessary or desired compensation studies helpful in forming appropriate bargaining proposals related to compensation; and
   f) Any and all other complementary/sub-specialists or licensed professionals, needed or desired, for any and all other analysis, advice, or services, requiring such complementary/sub-specialization or professional licensure, which are reasonably required in order to accomplish *any* CLIENT purpose, including the purposes of Section 2.a and Attachment A

 PC CONSULTANT's initials) _____ (CLIENT's initials)

3. ABILITY TO PERFORM – CONSULTANT agrees and represents that it has the availability, ability, and expertise to perform CONSULTANT Services.

4. DISCLAIMER OF GUARANTEE – CONSULTANT shall perform CONSULTANT Services in a manner consistent with the level of due diligence normally observed by a person of CONSULTANT's qualifications, offering CONSULTANT Services, as defined by Section 2, Attachment A, and this Agreement generally. However, nothing in this Agreement and nothing in CONSULTANT's statements to CLIENT should be construed as a promise or guarantee about outcomes, completion time, or total fees. CONSULTANT makes no such promises or guarantees. CONSULTANT's comments about such topics are expressions of opinion only. Actual outcomes, time required and fees due (other than hourly rate and other billing policies specified in Section 7 and Attachment B) may vary from any estimates given.

5. DIRECTION & EXECUTION –

   a. Direction: To the extent consistent with Section 6 and the rest of this Agreement, CONSULTANT shall take direction from, and be monitored by CLIENT's City Manager, and/or a duly authorized designee, except as otherwise specified in this Agreement.

   b. Execution: CONSULTANT shall assign Patrick Clark to have overall responsibility for the progress and execution of CONSULTANT's obligations under this Agreement. Any change in this assignment may be cause for termination of this Agreement by CLIENT, in accordance with Section 15.

6. ENTITY AS CLIENT – CLIENT is the client, and the only client, under this Agreement. Therefore, CONSULTANT's duty under this Agreement is to the CLIENT itself, as represented by its duly elected legislative body, when acting in accordance with all applicable laws. Accordingly, and notwithstanding Section 5, or any other provision of this Agreement, CONSULTANT:

   a. Adopts no separate duty by this Agreement to any individual or entity working with or for CLIENT;

   b. Shall only take direction from any individual or entity working with or for CLIENT to the extent CONSULTANT finds it consistent with CONSULTANT's duty to CLIENT pursuant to this agreement; and

   c. Shall be permitted to consult with CLIENT's legislative body, as CONSULTANT deems necessary, and in the manner and to the extent permitted by California law, to properly execute CONSULTANT's obligations to CLIENT under this Agreement.

 PC CONSULTANT's initials) _____ (CLIENT's initials)

7. COMPENSATION –

a. Compensation Rates, Definitions, and Policies – Compensation rates, definitions and policies are as set forth in Attachment B, and incorporated into this Agreement by this reference.

b. Method of Billing and Payment – At or near the end of each calendar month, CONSULTANT shall submit to CLIENT an invoice for CONSULTANT's Time Worked, and, at CONSULTANT's discretion, Billable Expenses, incurred during that calendar month, in accordance with the compensation rates, definitions and policies described in Attachment B. CLIENT shall pay each invoice in full within 30 days of its receipt.

8. INSURANCE – CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the Agreement, insurance policies and endorsements of the type described below.

a. Coverage Required –
   i. Business General Liability Insurance Policy – $1,000,000.00 per claim and $2,000,000.00 general aggregate;
   ii. Auto Liability Insurance Policy – $1,000,000.00;
   iii. Errors and Omissions Insurance Policy – $1,000,000.00; and
   iv. Workers Compensation Insurance Policy, if/when applicable – Currently CONSULTANT has no employees and is not planning to hire any employees. Therefore, currently CONSULTANT maintains no workers compensation insurance. However, if CONSULTANT hires employees in the future, at that time CONSULTANT shall obtain workers compensation insurance and maintain it for so long as CONSULTANT retains such employees.

b. Endorsements – Within a reasonable amount of time after the later of the following two dates, if those dates differ: i) the Effective Date of this Agreement, stated in Section 1; and ii) the date by which all parties have signed this Agreement, CONSULTANT shall ensure that CONSULTANT's business general liability and auto liability insurance policies, referenced in Sections 8.a.i-ii, name CLIENT and related parties as additional insured(s), as follows: "City of El Centro and its officers, employees, agents, and volunteers."

c. Evidence of Coverage –
   i. As soon as practicable upon securing the endorsements required by Section 8.b., CONSULTANT shall ensure that (a) certificates of insurance indicating evidence of the endorsements required by Section 8.b are delivered to CLIENT; and, (b) within a reasonable period of time after a copy of any particular policy required by Section 8.a is requested by CLIENT in writing, that requested copy is delivered to CLIENT.

 PC CONSULTANT's initials) _____ (CLIENT's initials)

ii. Thereafter, at reasonable intervals, in order to assure that required insurance coverage has not lapsed, with a reasonable period of time after written request by CLIENT (a) CONSULTANT shall ensure CLIENT is provided with requested additional certificates of insurance, indicating evidence of the endorsements required by Section 8.b; and (b) CONSULTANT shall ensure CLIENT is provided with any requested copies of any particular policy required by Section 8.a, if the language in that policy may have changed since CLIENT's last request.

d. Substitute Insurance – CONSULTANT agrees that if it fails to maintain insurance coverage of the type described under Section 8.a. and 8.b., for the duration of this Agreement, whether due to the required insurance lapsing, expiring, terminating, being suspended, or otherwise failing to be maintained, and then fails to reinstate such insurance within 8 business days of receiving written notice from CLIENT of CLIENT's plan to exercise its rights under this Section 8.d., CLIENT may either (i) immediately terminate this Agreement, upon delivery of written notice; or (ii) take out the minimum insurance necessary to rectify the lapse and pay the premium(s) thereon, at CONSULTANT's expense.

e. Self-Insured Retention or Deductible – CONSULTANT shall be responsible for all deductibles and self-insured retentions on CONSULTANT's insurance policies, except when CLIENT makes a claim as an additional insured, in which case CLIENT shall be responsible.

f. Subcontractors – CONSULTANT subcontractors must also carry insurance policies of the type described in Section 8.a., but only to the extent and for the duration they directly perform CONSULTANT Services, as opposed to services performed for CONSULTANT and/or for the general operation of CONSULTANT's business, including, but not limited to secretarial services, accountancy services and legal services to assist CONSULTANT in drafting and negotiating this Agreement, for example.

9. INDEPENDENT CONTRACTOR – Both parties agree that CONSULTANT shall perform CONSULTANT Services as an independent contractor, not as an employee of CLIENT. Accordingly, CONSULTANT shall retain the right to perform similar and different services for others during the term of this Agreement; shall determine the means, methods, timing, and manner of performing CONSULTANT Services, subject only to the requirements of the Agreement; and shall be the primary provider of the tools and supplies needed to perform CONSULTANT Services.

10. ASSIGNMENT AND SUBCONTRACTING – A substantial inducement to CLIENT for entering this Agreement is to avail itself of CONSULTANT's unique combination of experience, reputation, and skill in delivering CONSULTANT Services. Therefore, CONSULTANT agrees to refrain from assigning this Agreement or subcontracting any portion of CONSULTANT Services to a third party, without prior written permission from CLIENT. However, nothing in this Section shall prohibit CONSULTANT, with or

 PC CONSULTANT's initials) _____ (CLIENT's initials)

without prior written permission from CLIENT, from hiring independent contractors or employees to provide support services for the general operation of CONSULTANT's business, including, but not limited to secretarial services, accountant services, and legal counsel to assist CONSULTANT in drafting and negotiating this Agreement, for example.

11. COMPLIANCE WITH LAWS – CONSULTANT agrees to comply with all federal, state, county and local laws, ordinances, and regulations applicable to CONSULTANT, except as otherwise inconsistent with Section 2.b or any other provisions of this Agreement. CONSULTANT'S obligation includes, but is not limited to, a) applying for any business license required by CLIENT for businesses working but not maintaining offices in CLIENT's jurisdiction, and b) filing Forms 700. However, CONSULTANT shall be required to comply with a) and b), *only* if/when CLIENT notifies CONSULTANT in writing of any such requirements, each applicable year. CLIENT's notification obligation, related to b), is consistent with FPPC policy, as indicated by its July 26, 2016 Informal Assistance letter, File No. I-16-062, stating, in part "The City must have a method in place to review current and future City contracts and identify those contracts ... For the contracts identified, the City has a responsibility to notify each contractor of the contractor's obligation to file."

12. CONFIDENTIALITY – All data, documents, discussions, and other information developed or received by CONSULTANT in performing CONSULTANT Services shall be deemed confidential ("Confidential Information"), except that which is either immaterial, shared in communications with representatives of CLIENT bargaining units, publicly available, generally known, and/or released by CLIENT to the public. CONSULTANT shall not disclose Confidential Information, except as CONSULTANT reasonably and in good faith determines is either required by law, authorized by CLIENT, helpful in order either to perform CONSULTANT Services or to execute any other provision this Agreement, or is otherwise reasonable, as in the event of a dispute between CONSULTANT and CLIENT.

13. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY –

    a. Ownership of Intellectual Property – CONSULTANT owns the copyright to any and all reports, documents and other written material provided by CONSULTANT to CLIENT in the performance of this Agreement ("Written Products"). Therefore, CLIENT shall not attempt to register copyright or resell any version of such Written Products. CONSULTANT may take, retain, disclose, reformulate, reuse, resell and register copyright versions of such Written Products from which any and all of CLIENT's confidential information has been removed.

    b. Licensing of Intellectual Property – This Agreement creates a nonexclusive and perpetual license for CLIENT to copy, use, modify, or reuse any and all Written Products, for direct use by CLIENT.

 PC CONSULTANT's initials) _____ (CLIENT's initials)

14. RECORDS AND INSPECTIONS – CONSULTANT shall maintain materially complete records with respect to CONSULTANT Services for a period of three years after the termination of this Agreement, digitized at CONSULTANT's option. CLIENT shall have the right, at its own expense, to request, access, examine, and make copies such records, during normal business hours, pursuant to specific, reasonable date, time, and other relevant logistical arrangements made in advance with CONSULTANT.

15. TERMINATION OF AGREEMENT –

    a. Elective Termination – Either party, CONSULTANT or CLIENT, may terminate this Agreement, either i) with 15 days advance written notice, with or without cause; or ii) immediately upon delivery of written notice, with cause, as defined by Section 8.d.i. or Section 5.b.

    b. Requirements Upon Termination – In the event of termination, in accordance with Section 15.a., CLIENT shall compensate CONSULTANT for CONSULTANT's Time Worked and any Billable Expenses incurred up to the date of termination, within thirty days of CONSULTANT's delivery to CLIENT of both a final invoice and all significant work product generated prior to the date of termination but not yet provided to CLIENT, if any.

16. RENEWAL OR EXTENSION OF AGREEMENT – In the event a date of termination is established, in accordance with Section 15.a, this Agreement may be renewed or amended to extend beyond that date of termination only by written agreement of the parties, entered into either before or within 30 days after that date of termination. However, nothing in this Section, or in this Agreement generally, *requires* either party to renew or extend this Agreement or to enter into negotiations regarding the renewal or extension of this Agreement.

17. NO THIRD-PARTY BENEFICIARY – This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors, heirs and assigns, and no other person or entity may have or acquire any right by virtue of this Agreement.

18. NOTICE – Any notice required by Section 8, 15, or Attachment B of this Agreement shall be in writing and either delivered personally or sent by prepaid, first-class mail, to the applicable party's physical address, provided below. Any other notice required by this Agreement may be emailed, to the applicable party's email address, provided below. Either party may change its addresses or phone number by notifying the other party in writing of the change. Any notice, request, or other communication between the parties, whether required by this Section or in voluntary compliance with it, shall be deemed communicated upon personal delivery, or within 72 hours from the time of mailing or emailing, if sent as provided in this Section.

 PC CONSULTANT's initials) _____ (CLIENT's initials)

If to CLIENT:
City of El Centro
Attn.: City Manager
1275 W. Main Street
El Centro, CA 92243
Tel: (760) 337-4540

If to CONSULTANT:
Patrick Clark Consulting
Attn.: Patrick Clark
3890 Stemmler Drive
Sacramento, CA 95834
Tel: (916) 838-2806
Email: pc@patrickclarkconsulting.com

19. ENTIRE AGREEMENT – This Agreement and all other agreements, exhibits, attachments, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties, pertaining to CLIENT hiring CONSULTANT to perform CONSULTANT Services, and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties pertaining thereto. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty, except those expressly set forth in this Agreement.

20. SEPARATE WRITINGS AND EXHIBITS – The following agreements, exhibits, attachments, schedules, or other separate writings, as executed contemporaneous herewith or as amended in the future in accordance with Section 21, constitute a part of this Agreement and are incorporated into this Agreement by this reference:

    a. ATTACHMENT A – Scope of Work
    b. ATTACHMENT B – Compensation Rates, Definitions and Policies
    c. Any additional exhibits, attachments, schedules, or other separate writings, added to this Agreement in the future, by amendment, in accordance with Section 20.

    If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, attachment, schedule, or other incorporated writing, the provisions of this Agreement shall control.

21. AMENDMENTS – This Agreement and its attachments may be supplemented, amended, or modified only by a writing signed by both parties, except as allowed by Attachment B.

22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected. However, notwithstanding the foregoing, this clause shall not be applied so as to defeat

 PC CONSULTANT's initials) _____ (CLIENT's initials)

the primary purpose of the parties, which is CLIENT hiring CONSULTANT to perform CONSULTANT Services in exchange for compensation described in Section 7 and Attachment B.

23. JURISDICTION OF LAW; VENUE – The laws of the State of California shall govern the validity, construction, and effect of this Agreement, except to the extent said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the Imperial County Superior Court, if Consultant is plaintiff, and in Sacramento County Superior Court, if Client is plaintiff.

24. CAPTIONS – The captions in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

25. WAIVER – No delay or omission to exercise any right, power, or remedy accruing to parties under this Agreement shall impair any right, power, or remedy of parties, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy; or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

26. AUTHORITY TO ENTER AGREEMENT – Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement on behalf of each respective party.

ATTACHMENT A – Scope of Work
ATTACHMENT B – Current Fee Schedule

CLIENT (City of El Centro)		CONSULTANT (Patrick Clark Consulting)	
By:		By:	
_____	_____	_____	4/7/25
Daniel Paramo City Manager	Date	Patrick Clark Consultant	Date

 PC CONSULTANT's initials) _____ (CLIENT's initials)

ATTACHMENT A

SCOPE OF WORK

As limited by Section 2.a. of this Agreement; as otherwise consistent with this Agreement; and to the extent under the direction and supervision of CLIENT's City Manager, and/or a duly authorized designee and in consultation with and with review and approval by CLIENT's duly provided, appropriate, relevant, necessary, and desired complementary/sub-specialists and licensed professionals, including, but not necessarily limited, to those described in Section 2.b. of this Agreement, "CONSULTANT Services" to include:

1. Serve as the CLIENT's Chief Labor Negotiator;
2. Allow CLIENT's City Council the opportunity to create the guidelines and parameters for ensuing discussions with CLIENT's recognized employee group(s);
3. Meet with CLIENT's Negotiation Committee and City Council to ensure proper relations with CLIENT's City Council and to assist in the formulation of CLIENT's position(s) for forthcoming meetings with CLIENT's recognized employee group(s);
4. Collaboratively develop guidelines, proposals, counter-proposals, strategies, and human resources and labor relations documents as are necessary to negotiations, specifically in cooperation with CLIENT's duly provided complementary/sub-specialists and licensed professionals, needed, or desired for input, review, or approval, as described in Section 2.b. of this Agreement, including, but not necessarily limited to, CLIENT's Negotiation Committee members and, without limitation, CLIENT's City Council, as well as CLIENT's legal counsel and actuary(ies), if/as necessary or desired.
5. Assist in developing tentative agreements and MOU provisions, as are reasonable and/or necessary to negotiations, specifically at the direction of CLIENT's Negotiation Committee and CLIENT's City Council, and with the cooperation, review and/or approval of any other appropriate, duly provided CLIENT complementary/sub-specialists and licensed professionals, as described in Section 2.b. of this Agreement, including, but not necessarily limited to CLIENT'S legal counsel, where CLIENT shall ensure that all tentative agreements and MOU provisions are subject to final review and approval by CLIENT's legal counsel and any other necessary or desired Section 2.b. complementary/sub-specialists and licensed professionals, prior to MOU adoption by CLIENT's City Council.
6. Serve as the CLIENT's Chief Labor Negotiator in any impasse proceedings or unit determination disputes.

 PC CONSULTANT's initials) _____ (CLIENT's initials)

ATTACHMENT B

COMPENSATION RATES, DEFINITIONS, AND POLICIES

1. CONSULTANT Invoices: CONSULTANT invoices shall include brief descriptions of Time Worked, including dates and amount of time spent, and amounts for Time Worked at CONSULTANT's Rate, and, at CONSULTANT's discretion, amounts for Billable Expenses, if any, in accordance with the following definitions and related rates and policies.
2. Definitions:
    a. "Time Worked": Time Worked shall include both CONSULTANT's time spent performing Consultant Services and CONSULTANT's related drive time, including time spent driving between CLIENT's location(s) and CONSULTANT's office, home, or any other location.
    b. "CONSULTANT's Rate": CONSULTANT's Rate is $250.00 per hour, billable in increments of 15 minutes.
    c. "Billable Expenses:" CONSULTANT'S actual, reasonable, documented expenses shall be considered "Billable Expenses," and shall be reimbursed by CLIENT at cost, without mark-up, if and when billed by CONSULTANT.
3. Amendments to Attachment B: With 30 days advance written notice, CONSULTANT shall be entitled to unilaterally increase Consultant's Rate, set herein, or otherwise amend this Attachment.

 PC CONSULTANT's initials) _____ (CLIENT's initials)

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-88)

Item: 17.
Meeting: 5/6/2025 4:00 PM
Department: Community Development
Category: Resolution
Prepared by: Angel Hernandez, Community Development Director
Department Head: Angel Hernandez
DOC ID: 2025-88

Public hearing regarding a Summary Nuisance Abatement and Special Assessment to collect such costs for APN 052-270-002.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA APPROVING THE STATEMENT OF COSTS FOR SUMMARY NUISANCE ABATEMENT FOR APN 052-270-002 (27 ACRES UNIMPROVED) AND APPROVING THE RECORDING OF A SPECIAL ASSESSMENT, COLLECTION THEREON AND RELATED ACTIONS PURSUANT TO CHAPTER 18 OF THE CITY CODE.

FISCAL IMPACT:
If approved, the resolution would allow the City to recover costs related to summary nuisance abatement actions performed by the City.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
City Beautification, Engagement & Civic Pride

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
Not Applicable

BACKGROUND:
APN 052-270-002 is a 27-acre vacant parcel located between the future extensions of Orange Avenue and Hamilton Avenue, west of Haskell Drive (see Exhibit A – Location Map). Since May 1, 2024, the property has been subject to City Code Enforcement actions due to failure to register under the City's Vacant Property Registration Ordinance and for the presence of overgrown vegetation and weeds.

City staff maintained communication with the property owner, Mr. Robert Williams, regarding the site's condition. The overgrown vegetation was determined to be a nuisance and potential fire hazard. Verbal communications occurred on May 14, July 15, and September 18, 2024. Mr. Williams also voiced opposition to abatement efforts during public comment at the July 16, 2024, City Council meeting. Additionally, four Administrative citations were issued starting July 9, 2024.

DISCUSSION:

Joint inspections by the Assistant Community Development Director/Building Official, Code Enforcement staff, and Fire Department staff were conducted on February 3 and 4, 2025. The inspections confirmed that dried vegetation and proximity to residential structures created a significant fire risk, especially during seasonal high-wind events (Refer to Exhibit B - Photographs,Before Abatement). Due to the property owner's non-compliance with the notice to abate and the imminent risk, the City issued a summary abatement notice on February 13, 2025 (Exhibit C –Notice of Summary Abatement). Between February 18–23, 2025, Imperial Valley Scrap Masters, the City's abatement contractor, cleared and disposed of vegetation within 100 feet of adjacent residences to the west and south (Exhibit D – Photographs, After abatement).

Pursuant to Sections 18-65 and 18-68 of the City Code, the City may recover abatement costs by recording a special property tax assessment following a hearing before the City Council. To do so, the City is required to prepare an itemized statement of costs incurred for the nuisance abatement and provide those to the property owner and City Council. Notices of the hearing, which included the itemized statement of costs, were mailed to the property owner, published on April 12, 2025, April 13, 2025 and April 15, 2025 in the Imperial Valley Press, and posted on the property. The notice was also personally served to Mr. Williams on April 14, 2025. A copy of the notice is attached as Exhibit E.

CONCLUSION:

Adopt Resolution No. 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA APPROVING THE STATEMENT OF COSTS FOR SUMMARY NUISANCE ABATEMENT FOR APN 052-270-002 (27 ACRES UNIMPROVED) AND APPROVING THE RECORDING OF A SPECIAL ASSESSMENT, COLLECTION THEREON AND RELATED ACTIONS PURSUANT TO CHAPTER 18 OF THE CITY CODE.

ATTACHMENTS:

1. Exhibit A - Project Location
2. Exhibit B - Photographs (before abatement)
3. Exhibit C - Summary Abatement Notice
4. Exhibit D - Photographs (after abatement)
5. Exhibit E - Notice of Hearing and Itemized Statement of Costs
6. Exhibit F - Resolution

APN 052-270-002

Project Location Map

Site Photographs—Overgrown vegetation abutting residences

NOTICE OF SUMMARY ABATEMENT

February 13, 2025

TO: Robert W. and Kjersti Williams Trustees, Property Owner
P.O. Box 1240
Boulevard, CA 91905

LEGAL DESCRIPTION AND PROPERTY ADDRESS: APN 052-270-002, W 895 FT OF E 1631 FT OF N1/2 TR 73 T16S R13E (27 acres unimproved)

THIS IS NOTICE THAT PURSUANT TO THE PROVISIONS OF THE CITY MUNICIPAL CODE SET OUT BELOW, YOU ARE NOTIFIED THAT YOUR PROPERTY IDENTIFIED ABOVE IS A FIRE HAZARD AND PUBLIC NUISANCE SUBJECT TO IMMEDIATE ABATEMENT BY THE CITY FOR THE REASONS SET OUT BELOW

The City has received several complaints regarding your 27-acre property with APN 052-270-002, generally located in the City of El Centro between the future extensions of Orange Avenue and Hamilton Avenue, west of Haskell Drive. The property has an excessive amount of dried vegetation, trash, and debris that the Fire Department has determined constitutes a fire hazard.

On May 01, 2024, a notice to abate was issued to property owner, "Williams Robert W & Kjersti Trustees" along with a vacant property registration form for renewal. On May 14, 2024, the Building Official spoke with Mr. Williams and Mr. Williams stated that he was not in favor of the vacant property registration program; he also mentioned that he would contact the City Council.

The vacant property registration program requires property maintenance, including but not limited to the removal of weeds and dried brush.

On July 9th, 2024, Mr. Williams was issued Citation EC No. 1115 Citation issued for non-compliance with Sec. 7-137. - Maintenance requirements for vacant property.

On or about July 15th, 2024, Mr. Williams met with Angel Hernandez regarding this property's condition. On July 16, 2024, Mr. Williams spoke at the City Council in opposition to the notice to abate the fire hazard on his property. On September 18, 2024, the Building Official spoke with Mr. Williams and once again advised him that all

On October 8, 2024, January 7, 2025, and January 28, 2025 citations were issued for non-compliance. Thereafter, additional complaints were received from adjacent property owners concerned about the fire danger.

As the owner, you have failed and refused to abate the weeds on this property.

On February 3 and 4, 2025 Code Enforcement and representatives from the El Centro Fire Department inspected the property. As a result of that inspection, and as further set out in the memo provided by Fire Chief Joseph Bernal, attached and incorporated, they find that you are in violation of the following provisions of the El Centro Municipal Code and that the property should be summarily abated to alleviate the fire hazard.

You will receive a separate billing notice for the removal of weeds and vegetation on the property.

1) Sec. 18-51. - Responsibility for property maintenance.

Every owner, lessee, occupant, or person having charge of property within the city shall maintain such property in a manner so as not to violate the provisions of this article, and such owner, lessee, occupant, or person having charge of property remains liable for violations hereof regardless of any contract or agreement with any third party regarding such property. The duty imposed by this section on a property owner shall in no instance relieve those persons herein referred to from the similar duty.

2) Sec. 18-53. - Classification of nuisance.

The following acts and conditions when performed or existing upon any lot or parcel of land within the city are hereby declared to be unlawful and an infraction and are hereby defined as and declared to be public nuisances which are injurious or potentially injurious to the public health, safety and welfare, which have a tendency to degrade the appearance and property values of surrounding property or which cause damage to public rights-of-way:

(a) Dead, decayed, diseased or hazardous trees, shrubs, weeds and other vegetation constituting an unsightly appearance, a danger to public safety and welfare or a detriment to nearby property or property values, including when by their size, manner of growth of location they may reasonably be deemed to constitute a fire hazard.

(p) Maintenance of premises in such condition as to be detrimental to public health, safety or general welfare or in such a manner as to constitute a public nuisance as defined in Civil Code section 3480, excepting publicly maintained canals.

As a result of your failure and refusal to remove the dead brush, weeds and other vegetation on the property, it is appropriate for the City to move forward with summary abatement at this time:

3) Sec. 18-71. - Emergency abatement.

(a) Whenever any nuisance as defined herein constitutes an immediate hazard to life, health or property and, in the opinion of the applicable abatement official including, without limitation, the fire code official, the assistant community development director (or nuisance abatement/code enforcement officer, or their designee or representative), abatement must be undertaken within less than the designated period, the assistant community development director (nuisance abatement/code enforcement officer, or their designee or representative) may abate or cause to be abated all or any portion of the nuisance as may be necessary to protect life, health or property. Notice shall be given to the parties concerned as circumstances will permit, but notice need not be given whenever, in the opinion of the assistant community development director (or nuisance abatement/code enforcement officer or their designee or representative), with the approval of the city attorney, immediate action is necessary.

4) Pursuant to City Code Section 18-72, a copy of the report from the Fire Official regarding the immediate need for abatement has been provided to all members of the City Council and is attached to this notice as Attachment A

Frank Soto, CBO
Building Official

ATTACHMENT A

Memorandum

To: Joseph Bernal, Fire Chief

From: Eduardo Ainza, Battalion Chief

Date: 02/04/2025

Subject: Fire Hazard Assessment – Overgrown Vegetation Near Residential Structures

Overview:

The purpose of this report is to bring attention to a significant fire hazard posed by overgrown and dried vegetation in an undeveloped plot of land located on the west side of town, east of Austin Road, and extending to where Hamilton Avenue and Orange Avenue dead-end to the west. Given the density and expanse of the dried vegetation in this area, immediate action is recommended to mitigate the potential threat to adjacent residential structures.

Fire Hazard Assessment:

While it is understood that undeveloped land will naturally contain some level of overgrowth, the current conditions present an increased risk of fire. The combination of highly combustible dried vegetation and the proximity to residential structures poses a substantial safety concern. Should a fire ignite in this area, particularly during a wind event, there is a high probability of rapid fire spread, which could endanger homes and residents.

Potential Impact:

- Increased likelihood of fire ignition due to the presence of dry vegetation.
- Rapid fire spread due to wind conditions common in the area.
- High risk to adjacent residential properties and potential for structural damage.
- Threat to public safety and increased resource demands on fire suppression resources.

ATTACHMENT A

Recommended Mitigation Measures:

To reduce the immediate fire hazard and protect the community, it is recommended that a substantial fire break be established between the residential structures and the vegetation. This fire break should consist of cleared or well-maintained defensible space that limits the spread of fire and provides a buffer for fire suppression efforts. Additional actions could include:

- Regular maintenance and clearing of overgrown vegetation.
- Coordination with local authorities and property owners to enforce vegetation management guidelines.

Conclusion:

The current state of vegetation in the identified undeveloped plot poses a clear fire hazard that must be addressed. Implementing a fire break and pursuing vegetation management strategies will significantly reduce the risk to nearby residents and structures.

Site Photographs— Site Conditions during and after weed removal

NOTICE

TO: Robert W. and Kjersti Williams - Trustees, Property Owners
P.O. Box 1240
Boulevard, CA 91905

RE: YOUR PROPERTY - 052-270-002 (27 acres unimproved)

City of El Centro Itemized Statement of Costs for Summary Nuisance Abatement and Notice of Hearing to collect such costs by recording a special assessment against your property

NOTICE HEREBY IS GIVEN THAT ON May 6, 2025 at 6:00 p.m. or as soon thereafter as it may be heard in the El Centro City Council Chambers, 1275 Main St., El Centro, California, the City Council shall conduct a hearing on this itemized statement of costs and consider approval of the Notice of Special Assessment to collect such costs if not paid, as well as to hear any protests and objects to the itemized statement of costs or Notice of Special Assessment.

Commencing on or about February 18, 2025, and concluding on February 23, 2025, pursuant to the Notice to Abate served on you and attached, the City performed an abatement of the dry brush which created a fire hazard and public nuisance on your property. The cost of this abatement may be collected by placing a special assessment on your property so that the costs are collected along with real property taxes (See El Centro City Code Section 18-65.)

Pursuant to El Centro City Code Section 18-65, the costs of nuisance abatement may be recovered from the owners of the property on which the abatement occurred. This itemized statement of costs is mailed to all those known to the code enforcement officer to be owners of the property at least 10 calendar days before the scheduled hearing.

The Property owner may protest by filing a written protest with the City Clerk before the date and time of the hearing. The City Council will review the itemized statement of costs and make corrections or revisions and shall confirm the itemized statement of cost by resolution. The action of the Council shall be final.

The statement of costs shall be included in a Notice of Special Assessment. The Notice then shall be recorded as a special assessment lien against the property to be collected with and in the same manner as real property taxes and subject to the same penalties for delinquency. Alternatively, the lien may be foreclosed as allowed by law.

DESCRIPTION	COST
Code Enforcement Officer, Anna Garcia – 1 hour @ $53.87/hr.	$53.87
Building Official, Frank Soto – 3 hours @ $99.21/hr.	$297.63
Battalion Chief, Ainza – 1 hour @ $147.95/hr.	$147.95
Fire Chief, Bernal - 1 hour @ $186.71/hr.	$186.71
Community Development Director, Angel Hernandez - 1 hour @ $90.13/hr.	$90.13
City Manager - 1 hour @ $115.39/hr.	$115.39
City Attorney - 3 hours @ $175.00/hr.	$525.00
Imperial Valley Scrap Masters, Inc. – Invoice (1)	$14,500
Imperial Valley Press – Legal Notice Publication (10 Days)	$3,490.44
TOTAL	**$19,407.12**

If you have additional questions, please contact Angel Hernandez, Community Development Director at (760) 337-3864.

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA APPROVING THE STATEMENT OF COSTS FOR SUMMARY NUISANCE ABATEMENT FOR APN 052-270-002 (27 ACRES UNIMPROVED) AND APPROVING THE RECORDING OF A SPECIAL ASSESSMENT, COLLECTION THEREON AND RELATED ACTIONS PURSUANT TO CHAPTER 18 OF THE CITY CODE

WHEREAS, dry brush and uncontrolled plant growth, constituting an extreme fire hazard, on the 27-acre vacant property known as APN 052-270-002, as set out in the Notice of Summary Abatement attached as Exhibit "A," a copy of which is on file in the office of the City Clerk, was determined to require immediate summary abatement to protect health and safety of neighboring properties; and

WHEREAS, after notice to the property owner, such summary abatement was performed on or about February 17, 2025; and

WHEREAS, a written itemization of the cost of such abatement proceedings has been submitted as provided in City Code Section 18-65 and filed in the office of the City Clerk; and

WHEREAS, as required by that City Code Section, a copy of the statement of costs along with notice of hearing and of the intention to record a special assessment against the property to recover such costs, if not paid, was served on the property owner at least ten (10) calendar days prior to the date set for hearing in the manner required by City Code Section 18-58 and Section 18-68; and

WHEREAS, proof of service has been made by declaration under penalty of perjury filed with the City Clerk pursuant to City Code Section 18-58 and Section 18-68; and

WHEREAS, as of the date of this Resolution, such costs remain unpaid; this report; and account were duly set for hearing by the City Council on May 6, 2025; and

WHEREAS, no persons appeared to protest the statement of costs and the statement of costs has been reviewed by the City Council and any revisions made.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO DOES HEREBY RESOLVE THAT:

1. The recitals set out above are true and correct.

2. The City Council finds and determines that such summary abatement was necessary for public health and safety because the conditions on the property constituted a public nuisance.

3. The City Council further confirms the statement of costs as set out below; it is confirmed and such costs are assessed as a special assessment upon the property

known as APN 052-270-002 as shown in the most recent equalized real property assessment roll of the County of Imperial. Such costs also shall constitute a personal obligation of the property owner.

DESCRIPTION	COST
Code Enforcement Officer, Anna Garcia – 1 hour @ $53.87/hr.	$53.87
Building Official, Frank Soto – 3 hours @ $99.21/hr.	$297.63
Battalion Chief, Ainza – 1 hour @ $147.95/hr.	$147.95
Fire Chief, Bernal - 1 hour @ $186.71/hr.	$186.71
Community Development Director, Angel Hernandez - 1 hour @ $90.13/hr.	$90.13
City Manager - 1 hour @ $115.39/hr.	$115.39
City Attorney - 3 hours @ $175.00/hr.	$525.00
Imperial Valley Scrap Masters, Inc. – Invoice (1)	$14,500
Imperial Valley Press – Legal Notice Publication (10 Days)	$3,490.44
TOTAL	**$19,407.12**

4. The Community Development Director or his designee is directed to record the appropriate Notice of Special Assessment, serve such Notice on the property owner and, in the event such costs remain unpaid, thereafter to take the necessary steps to collect such costs either as special assessments or a lien against the property or as a personal obligation of the property owner as provided by City Code Section 18-68.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the 6th day of May 2025.

CITY OF EL CENTRO

By: _____
Sonia Carter, Mayor

ATTEST:

By: _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By:_____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-113)

Item: 18.
Meeting: 5/6/2025 4:00 PM
Department: Public Works
Category: Action Item
Prepared by: Catherine Gutierrez, P.W. Analyst
Department Head: Abraham Campos
DOC ID: 2025-113

Amendment No. 1 to Aztec On-Call Task Order No. 3

CITY MANAGER'S RECOMMENDATION:
Authorize the City Manager to enter into Amendment No. 1 to Task Order No. 3 of Aztec's On-Call Agreement in the amount of $23,719 for Dogwood Road Alignment Study - Interstate to Ross Road and authorize the use of Measure D and budget request towards said task order.

FISCAL IMPACT:
No impact to the General Fund.

Project is funded from LTA Measure D funds.

FY'25 Budget Amendment Request:
$23,719 is requested from Measure D funds to proceed with the amendment to the task order for the Dogwood Road Alignment Study - Interstate to Ross Road.

*Previous FY Request
FY'24 Budget Amendment Request:
$190,854 is requested from Measure D funds

Task Order No. 3 total cost is 214,573

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Environmental Sustainability & Infrastructure

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
Aztec Engineering, Inc. is currently under an On-Call contract.

BACKGROUND:
On August 4, 2020 City Council approved an agreement for on-call engineering services for Aztec Engineering, Inc through Resolution No. 20-68. The Resolution requires that Task Orders over $200,000 be approved by City Council. Further, the agenda report requires that contracts for on-call services be limited to $250,000 per fiscal year per consultant for any combination of task orders approved that fiscal year.

With the construction of the gas station at the South West corner of Dogwood and Ross Avenue, it became apparent the need for additional planning along the Dogwood corridor to facilitate future development, improve grant funding opportunities and work towards better traffic circulation.

This study focuses on Dogwood Road between Interstate 8 and Ross Avenue. It will result in a detailed concept plan that will produce the required property limits for properties fronting Dogwood Avenue, proposed roadways improvements, and identify utility conflicts and relocation requirements. This information will bring this section of roadway closer to shovel ready, improve grant funding opportunities and facilitate development of property in the area while working towards a pedestrian friendly connection between the north and south side of I-8.

On February 20, 2024 council meeting, council approved the budget amendment request in the amount of $190,854 to proceed with Aztec Engineering, Inc. on-call consultant task order for the Dogwood Road Alignment Study - Interstate to Ross Road.

DISCUSSION:

The Project consists of preparing a Preliminary Engineering Report, thirty percent (30%) conceptual design, and Right-of-Way documentation to assist the City when future development comes in along the corridor. Thirty percent (30%) conceptual plans were provided to multiple utility agencies, including the Imperial Irrigation District, which owns the power poles and canal adjacent to the corridor. To accommodate IID's request to maintain certain clearances for canal maintenance, as well as avoid a major power line relocation, it was determined that revisiting the corridor for a more cost-effective roadway cross-section would be best. A more detailed explanation is provided on Exhibit A of the proposed Task Order Amendment. The City requested a proposal from Aztec Engineering to provide the additional scope, in which Aztec Engineering provided the scope and costs for the additional services (Exhibit A of the proposed Task Order Amendment).

City Staff has reviewed the Task Order Amendment proposal and recommends approval to allow Aztec Engineering to move forward with the revised design and Preliminary Engineering Report.

CONCLUSION:

Authorize the City Manager to enter into Amendment No. 1 to Task Order No. 3 of Aztec's On-Call Agreement in the amount of $23,719 for Dogwood Road Alignment Study - Interstate to Ross Road and authorize the use of Measure D and budget request towards said task order.

ATTACHMENTS:

1. TASK ORDER #3_Redacted

AMENDMENT NUMBER 1 TO CONSULTANT TASK ORDER # 3
FOR CITY OF EL CENTRO ON-CALL CIVIL ENGINEERING SERVICES-
GENERAL CONTRACT

PROJECT NAME:	Dogwood Road Alignment Study	CONSULTANT: Aztec Engineering California, Inc.
LOCATION:	Interstate 8 to Ross Road	ADDRESS: 501 N 44th Street, Suite 300 Phoenix, AZ 85008

This task order scope is made by and between the CITY OF EL CENTRO, acting through the Public Works Director, "CITY", and Aztec Engineering California, Inc., 501 N 44th Street, Suite 300, Phoenix, AZ 85008 "CONSULTANT."

WHEREAS, CITY and CONSULTANT have entered into a contract, known as "AGREEMENT FOR ON-CALL CONSULTING SERVICES BETWEEN THE CITY OF EL CENTRO AND AZTEC ENGINEERING CALIFORNIA, INC. FOR ON CALL CIVIL ENGINEERING - GENERAL SERVICES"; adopted on August 4, 2020 by Resolution No. 20-68, and fully executed on August 31, 2020.

WHEREAS,

1. The CONSULTANT entered into Task Order #3 of the On-Call Civil Engineering Services – General Contract with the CITY for the furnishing of professional services for a not to exceed amount of one hundred ninety thousand, eight hundred fifty-four dollars ($190,854) on February 24, 2024, and the parties now desire to amend the Task Order.

NOW THEREFORE, it is mutually agreed to supplement task order #3 as follows:

1. Task Order #3 is amended to include additional scope of work to be performed by CONSULTANT and provisions for additional compensation by the CITY to the CONSULTANT, all as set forth in Exhibit A dated April 1, 2025.
2. Contract total is increased by $23,719.00 a new not to exceed cost of $214,573.00.
3. The original agreement is extended by a period of 0 yrs. as it relates to the scope of this Task Order from today's date in order to complete the work independent of any other extension to the original agreement.
4. CITY and CONSULTANT may mutually elect to further extend this Task Order's time in order to complete its scope of work.
5. Said scope and cost shall be tracked solely under this Task Order and shall be independent of other Task Orders executed under the original on-call contract.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 to Task Order #3 is executed by the City of El Centro, acting by and through the Director of Public Works, pursuant to section 1.2 of the On-Call agreement, authorizing such execution, and by the Consultant.

Dated this _____ day of _____, 20__.

THE CITY OF EL CENTRO

By: _____

_____

Abraham Campos P.E., Public Works Director, City Engineer

Date: _____

By:

_____

Daniel Paramo, Interim City Manager

Date: _____

I HEREBY CERTIFY I can legally bind Aztec Engineering California, Inc. and that I have read all of this Task Order, this 14th day of April, 2025.

By: [redacted]

Authorized Representative

Title: Senior Vice President

Print Name: Karim Dada

Date: April 14, 2025

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

EXHIBIT A

April 1, 2025

Abraham Campos, PE
City Engineer/Director of Public Works
City of El Centro
1249 W. Main Street
El Centro, CA 92243

Subject: **Resolution No. 20-68**
Civil Engineering On-Call Services
Task Order No. 3, Amendment No. 1
Dogwood Road Alignment Study – Interstate 8 to Ross Road
Rev. No. 1

Dear Mr. Campos,

Please find enclosed AZTEC's Scope of Work and Cost Proposal for additional design services for the above referenced project resulting in the updates discussed between the IID and the City.

The cost for these services is a not-to-exceed amount of $23,719.

If you should have questions or require additional information, please contact me at (480) 320-8265 or email at jfleming@aztec.us

Respectfully,

Jack Fleming, P.E.
Project Manager

Attachments:
Scope of Work
Derivation of Cost Proposal Summary
Work-Hour Spreadsheet

Scope of Work

The City of El Centro (City) will be using local funds for the planning and preliminary design of Dogwood Road from Interstate 8 to approximately 200' north of Ross Avenue. The project consists of preparing a Preliminary Engineering Report (PER), 30% Conceptual Design Plans, and Right-of-Way documents which will assist the City in acquiring necessary Right-of-Way when future development comes in along the corridor.

In response to a meeting between the City and the Imperial Irrigation District (IID) on 3/25/2025, the City has requested AZTEC to revise the design plans and PER to accommodate a revised roadway cross section to that includes an 8'-wide sidewalk on the west side of the roadway, four 12-foot travel lanes with 2.5-foot buffers between the lip of gutter and edge of travel lanes, a 12-foot raised median, and a multi-use path on the east side of the existing Dogwood Canal in an attempt to mitigate impacts the irrigation facility. This cross section differs from the current design, which previously utilized Figure ME-6: Typical Cross-Sections of Designated 4-Lane Arterial Roadways, Part 2 for Dogwood Road.

TASK 1. UTILITIES

AZTEC will revise the preliminary running lines for the overhead IID distribution poles and conductors on the plans and coordinate directly with IID Power to ensure that the angles at the poles are acceptable. This includes sending the IID progress CAD files prior to finalizing the plan sheets/callouts. AZTEC will also revise the Dogwood Canal relocation based on the IID's review and input.

AZTEC will revise the preliminary relocation costs that the City would be responsible for based on the design provided by IID.

TASK 2. IMPROVEMENT PLANS

2.1 Preliminary Roadway Evaluation

AZTEC will revise the 30% roadway plans and profiles to accommodate the revised roadway layout. The sheets that will require revisions pertaining to the roadway design include:

- Typical Sections
- Geometric Control Sheet
- Dogwood Road Plan and Profile Combined Sheets

Detail sheets and cross sections are not included in this scope of work.

The linework for the proposed drainage improvements that was completed for the initial 30% Conceptual design will be shifted to accommodate the new roadway cross section and identified on the roadway plan sheets. Additional drainage analysis or design to accommodate the revised cross section is not included as part of the AZTEC scope.

Retention basin design, retention basin hydraulic calculations, storm drain hydraulics, and drainage pipe profiles will not be included as part of the AZTEC scope.

Information shown on the roadway plan sheets will include existing and proposed Right-of-Way and easements, property information, existing contours, existing/proposed major utilities (including anticipated relocations), proposed roadway alignments and improvements and street lighting.

Plans will be prepared using City CADD standards prepared in AutoCAD 2022 format.

2.2 Preliminary Traffic Evaluation

AZTEC will revise the preliminary design of signing and pavement marking and roadway lighting features to accommodate the cross section. AZTEC will also revise the necessary traffic signal improvements designed for the existing signalized intersection of Dogwood Road/Ross Ave will be developed.

Proposed signing and pavement marking elements, roadway lighting and traffic signal improvements will be shown on the roadway plan sheets. No separate deliverables will be prepared.

TASK 3. PRELIMINARY ENGINEERING REPORT

AZTEC will revise the initial PER to reflect the revisions based on the proposed cross section.

The Drainage Evaluation section will not be updated to reflect the required pavement hydraulics; however, a statement will be made that further analysis will be required as part of the final design process.

TASK 4. PROJECT COORDINATION AND MEETINGS

AZTEC will attend one coordination meeting with the IID after the revised 30% Conceptual plans are submitted, including Summary of Comments and meeting notes, with two staff members virtually.

AZTEC will provide Quality Control reviews for the deliverables at each design submittal. Quality Control reviews will follow the AZTEC Quality Control Plan.

SUBMITTALS

AZTEC will provide the following submittals:

- Revised Initial 30% Design Submittal
  - Preliminary Engineering Report
  - Design Plans

- Final 30% Design Submittal
  - Sealed Preliminary Engineering Report
  - Design Plans
  - Legal Descriptions and Exhibits
  - Title Reports

Additionally, all final submittal materials will be provided to the City electronically in a cloud based SharePoint folder.

OTHER ASSUMPTIONS

- No geotechnical investigation is included in this scope of work.
- MOT plans or details are not included in this scope of work.
- Utilities will not be potholed or designated in the field.
- Landscaping Plans/Details are not included in this scope of work.
- Erosion Control Plans/Details are not included in this scope of work.
- Utility Relocation plans are to be completed by the individual utility companies.
- Traffic analysis is excluded from this scope. Lane configurations and turn lane lengths will be developed using design standard minimum lengths.

Firm: AZTEC Engineering Group, Inc.
501 N. 44th Street, Suite 300
Phoenix, Arizona 85008
Phone: (602) 454-0402

Project Name: General Civil On-call Services
El Centro Resolution No. 20-68
AZTEC Proj. No. CAFWY1806
Task Order No. 3
Amendment No. 1
Task Order Name: Dogwood Road Alignment Study
Rev. No: 1

DERIVATION OF COST PROPOSAL
(Round Figures to the nearest $1.00)
Estimated Direct Labor

Classification	Estimated Person-Hours	Bill Rates	Labor Costs
Project Manager/ENV PM	46	$ 220.00	10,120.00
Senior Project Engineer	22	$ 215.00	4,730.00
Project Engineer	122	$ 175.00	21,350.00
Designer/EIT	108	$ 125.00	13,500.00
Landscape Architect	8	$ 168.00	1,344.00
Total	306		51,044.00

Subtotal Estimated Labor **$ 51,044**

Credits

Remaining Budget $ (27,325)

Subtotal Remaining Budget **$ (27,325)**

Total Estimated Cost (Labor - Remaining Budget) **$ 23,719**

Jack Fleming, Project Manager

4/1/2025
Date

AZTEC ENGINEERING GROUP, INC.

DOGWOOD ROAD ALIGNMENT STUDY, I-8 TO ROSS AVENUE
PROPOSED SHEET COUNT AND HOURS PER SHEET
FEE DERIVATION HOURS - AMENDMENT NO. 1

TASK ORDER NO. 3 - AMENDMENT NO. 1 SCOPE ITEM DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Principal	Project Manager/ENV PM	Senior Project Engineer	Project Engineer	Senior Designer	Designer/EIT	Technician/ Drafter	Senior Landscape Architect	Landscape Architect
TASK 1 - UTILITIES													
• Coordinate Utility Relocation Costs				4		4							
• Update Proposed Horizontal Running Lines				9		3				6			
SUBTOTAL - TASK 1 - UTILITIES				13	0	7	0	0	0	6	0	0	0
TASK 2 - IMPROVEMENT PLANS													
2.1 Preliminary Roadway Evaluation													
• Update Typical Sections		1	14.00	14		2		12					
• Update Geometric Control Sheet		1	3.00	3				1		2			
• Update Roadway Plan and Profile Sheets (includes signing/marking and lighting)		7	12.29	86		2		44		40			
2.2 Preliminary Traffic Evaluation													
• Signing and Pavement Marking Design				16			4			12			
• Roadway Lighting Design				6			2			4			
• Traffic Signal Design - Dogwood/Ross Ave				14			2			12			
SUBTOTAL - TASK 2 - IMPROVEMENT PLANS		26		139	0	4	8	57	0	70	0	0	0
TASK 3 - PRELIMINARY ENGINEERING REPORT													
• Preliminary Roadway Evaluation				76		8		60					8
• Preliminary Drainage Evaluation				4				4					
• Preliminary Traffic Evaluation				12			4			8			
• Construction Cost Estimate				36		2	10			24			
SUBTOTAL - TASK 3 - PRELIMINARY ENGINEERING REPORT		0		128	0	10	14	64	0	32	0	0	8
TASK 4 - PROJECT COORDINATION AND MEETINGS													
• Attend IID Coordination Meeting (2 attendees, virtually)				2		1		1					
• Quality Control/Quality Assurance				24		24							
SUBTOTAL - TASK 4 - PROJECT COORDINATION AND MEETINGS		0		26	0	25	0	1	0	0	0	0	0
TOTAL TASK ORDER NO. 3 - AMENDMENT NO. 1		26	0	306	0	46	22	122	0	108	0	0	8

20250326_Task Order 3 Fee Schedule_Amend1

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-30)

Item: 19.
Meeting: 5/6/2025 4:00 PM
Department: Community Services
Category: Action Item
Prepared by: Adriana Nava, Community Services Director
Department Head: Adriana Nava
DOC ID: 2025-30

Authorization to go out to bid for Routine Janitorial Maintenance for Police Station and Recreation Facilities, as follows: El Centro Community Center, Adult Center, and Old Post Office Pavilion.

CITY MANAGER'S RECOMMENDATION:
Staff recommends that the City Council approve the Request For Proposals and authorize the Community Services Department and Police Department to proceed with the bidding process.

FISCAL IMPACT:

It is anticipated the services performed under this janitorial maintenance contract will be paid for out of the General Fund.

While the exact contract amount is unknown until bids are received, it is anticipated that the cost will be greater than in previous years due to the addition of the El Centro Police Station and the expanded scope of work at existing facilities. The current contract amount is $42,336 per year and does not include the Police Station.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Recreation & Lifelong Learning
City Beautification, Engagement & Civic Pride
Community Health, Safety & Welfare

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
Due diligence will be conducted upon receipt of bids and prior to awarding the contract.

BACKGROUND:
The janitorial maintenance contract for the Community Center, Adult Center, and Old Post Office Pavilion has expired and is due for renewal. A local vendor, Work Training Center, has been providing services at these facilities, and a new contract is needed to ensure continuity of service.

In addition, the El Centro Police Department currently does not have a janitorial services contract in place. With the new Police Station currently under construction, it is important to begin planning for routine janitorial maintenance to support the facility upon its completion. Given the size and intended public use of the new building, establishing a contract in advance will help ensure a smooth transition once the facility becomes operational.

As it relates to the Police Station, the proposed contract will include janitorial services for all public-facing areas, such as restrooms, lobbies, and other spaces accessible to the public. Private areas, including employee offices, will continue to be maintained by City janitorial staff.

DISCUSSION:
Attached to this report are the bid documents, which include the detailed scope of work for each facility listed below. The bid encompasses routine janitorial services for the following City of El Centro facilities:

- El Centro Community Center
- El Centro Adult Center
- El Centro Old Post Office Pavilion
- El Centro Police Department

The bid package outlines the provision of general janitorial services, including all necessary labor, equipment, and contractor markup, as part of the base bid. The objective is to secure consistent, high-quality maintenance services that ensure these public facilities remain clean, safe, and welcoming for all users.

CONCLUSION:
Staff recommends that the City Council approve the Request For Proposals and authorize the Community Services Department and Police Department to proceed with the bidding process.

ATTACHMENTS:
1. RFP Janitorial Services 4.21.25
2. Exhibit E - Highlighted Cleaning Areas with Sq. Foot
3. Exhibit C - Insurance Requirments (1)
4. Levine Act Statement Updated 04.30.25

REQUEST FOR PROPOSALS

Routine Janitorial Maintenance for Police Station and Recreation Facilities:

El Centro Community Center, Adult Center, and Old Post Office Pavilion

RELEASE DATE:

Contact Information:

City of El Centro
Community Services Department
1249 W. Main Street
El Centro, CA 92243
Phone Number: (760) 337-4543
Adriana Nava, Community Services Director

DUE DATE:

CITY OF EL CENTRO
REQUEST FOR PROPOSALS FOR ROUTINE JANITORIAL MAINTENANCE FOR POLICE STATION AND RECREATION FACILITIES

I. REQUEST FOR PROPOSAL

The City of El Centro (hereinafter called 'City') is seeking qualified janitorial and maintenance firms (hereinafter called 'Contractor') to submit a proposal to provide janitorial and maintenance for the future Police Station, Community Center, Adult Center, and Old Post Office Pavilion on a scheduled basis. The scope of the work, the content of the proposal, and the selection process are described in this 'Request for Proposal' (hereinafter called 'RFP'). The scope of work is described in detail in Exhibit 'A'. The City wishes to enter into an agreement with the successful Contractor as soon as the City approves an agreement.

It is important to note that the Police Station building is currently under construction and is anticipated to be completed in _____ 2026. The City acknowledges that after a thorough review and walkthrough of the building, the pricing included in the scope of services may be subject to adjustments. For your reference, the Police Station plans are attached.

Additionally, please be aware that the scope of work for the Police Station is limited to publicly accessible areas. Janitorial maintenance in staff-only areas will be performed by specialized personnel due to the sensitive nature of police operations.

II. BACKGROUND

The City of El Centro is located in Imperial County, approximately 10 miles north of the border with Mexico and 117 miles east of San Diego. The City of El Centro has a current population of 44,952 per the State's Department of Finance. The City is a Charter City and operates under the council-manager form of government. The City is intersected by State Route 86, which is maintained by Caltrans, including its signal lights.

The City operates and maintains several key facilities, including the Community Center, Adult Center, Old Post Office Pavilion, and the Police Department. Regular janitorial maintenance is essential to ensure these spaces remain clean, well-maintained, and fully functional for both the public and our staff.

III. SCOPE OF SERVICES AND COSTS

The scope of work includes the routine custodial scheduled maintenance of the Community Center, Adult Center, Old Post Office Pavilion, and the Police Department as set out in Exhibit "A," attached and incorporated. The scope of work is limited to routine janitorial maintenance (such as washing, cleaning, dusting, and trash pickup) and does not include the repair, installation, construction, or demolition of public facilities. Exhibit A shall include the price for each item of the scope of work/overall daily/weekly/monthly.

The Contractor must be able to represent that it is skilled to perform the services and duties requested hereunder, and the City relies upon the skills and knowledge of the Contractor. The Contractor shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar services in the State of California.

All employees must be trained as licensed as required by the California Department of Industrial Relations.

TERM: The work would be for a term of two (2) years, with three (3) one (1) year term extensions at the same price which may be taken as determined by the City.

IV. TENTATIVE RFP DATES:

Below is the anticipated schedule for this project:

Schedule	Date
Request for Proposal Posting/Mailing	
Mandatory field visit	
Written Question Deadline	
Submittal Deadline	
Tentative Interview (if necessary)	
Tentative Final Selection/Negotiation	
Tentative City Council Award	
Tentative Contract Effective Date	

V. SUBMITTAL GUIDELINES AND REQUESTED INFORMATION

Four (4) hard copies of the proposal shall be submitted in a sealed envelope with the caption Request For Proposals For Routine Janitorial Maintenance For Police Station and Recreation Facilities.

All proposals must be delivered by the deadline date to:

City of El Centro

Attention: Community Services Department
Adriana Nava, Director

1249 West Main Street
El Centro, CA 92243

In a separate envelope, submit a hard copy of the Fee Schedule. Ensure it is delivered to the same address and by the same deadline in a sealed envelope clearly marked as:

Fee Proposal for Janitorial Maintenance for Police and Recreation Facilities

Attn: Adriana Nava, Community Services Director

*****All submitted documents are public documents, will become part of the City's official files, and will not be returned. *****

All proposals shall be received by 5:00 PM, **_____, 2025**. Emails and facsimiles will not be accepted. Inquiries regarding this Request for Proposals should be directed to Adriana Nava, Community Services Director at **anava@cityofelcentro.org** prior to **_____, 2025**, by 5 PM.

The proposal will be used to evaluate the firm's capability. Therefore, it should be complete and accurate.

The proposal should include, at a minimum, the following information:

- A letter of introduction that summarizes the key points of the proposal and includes the name, address, and phone number of the person who is authorized to represent the firm.
- Contractor and Organization: General Contractor information including number of employees, location of Contractor headquarters and branch offices, number of years in business and organization, disciplines, and staffing. Identify the branch office for this project and related experience in the area.
- Overall approach to providing maintenance services, including understanding of work, work plan, and Contractor capabilities.
- Equipment and Resources: Provide a listing of equipment and related resources that will be available to deliver the requested maintenance services.
- List of the municipalities to which the firm has provided similar services, including date of service, scope, and contact information (name, position, and telephone number).
- Resumes of key personnel who will be assigned to this project.
- List of references.

The Contractor's proposed fee schedule for the work shall be submitted in a separate sealed envelope with the proposal marked "Proposed Fee Schedule." Fees quoted will apply to the term of the Agreement and any extension thereof.

VI. CONTRACTOR SELECTION

The City's Community Services Department and Police Department staff will evaluate the proposals. The City may interview the top Contractors whose qualifications most closely match the requirements of this Request for Proposal and the needs of the City. Staff will rank the Contractors and submit their recommendations to the City Council. At a public meeting, the City Council will make the final decision and enter into an Agreement prepared by the City for the desired work. That Agreement will include a detailed scope of work and a payment for services scheduled based upon the proposal. The Contractor will be required to execute the Agreement in the form attached to this RFP as Exhibit "B".

All costs for preparing the proposals are the sole responsibility of the Contractor. The City reserves the right to reject any or all proposals, request additional information for clarification, accept or negotiate modifications to any proposal following the deadline for receipt of the proposal, and waive any irregularity if such serves the City's best interest.

VII. SELECTION CRITERIA

The City may use the following criteria in the selection of the Contractor. Total Points: 100

1. Understanding of Work- 25 points
2. Work Plan- 15 points
3. References from municipal contracts- 15 points
4. Capabilities of the Contractor and proposed staff- 25 points
5. Cost- 20 points

The City may require Contractors to participate in additional rounds of refining submittals prior to the ultimate selection. These rounds could encompass revisions to the submittal criteria. Fees will be reviewed and negotiated following the selection of the qualified firm.

EXHIBIT "A" - SCOPE OF WORK
MAINTENANCE SERVICES AND COSTS

Facility	Restroom Facility(s)	Scope Description	Price

Community Center
 	
Location:
375 S. First Street
 	
Approximate Square Footage
9,516 SQ
	3	• Service the facility five (5) days per week (Monday through Friday).
		• Clean public restroom facilities (each with four (4) stalls): sweep, mop, sanitize, and clean mirrors and other fixtures.
		• Sweep, mop, sanitize, and clean the mirrors and other fixtures in the following areas:
		  o Rooms A & B
		  o Kitchen Area
		  o Main Office
		  o Director's Office
		  o Supervisor's Office
		  o All Activity Rooms
		• Vacuum and dust all furniture.
		• Clean windows (interior and exterior), window sills, and the front counter window in the main office.
		• Remove all trash and replace with new trash bags.
		• Trash pickup daily from the front and back areas of the facility.
		• Trash pickup daily from the Splash Pad area.
		• Trash pickup daily from the playground area.
		• Clean and sanitize high-touch areas, including door handles, light switches, and countertops.
		• Restock toiletry supplies such as toilet paper, soap, and toilet liners
		
		Annual Services:
		
		• Two (2) wax applications and carpet cleaning. Service is to be scheduled within (30) days of the facility's service and six (6) months following the start of the service.
		
		(Note) The City will provide all toiletry items and other necessary cleaning supplies for restocking.	

Facility	Restroom Facility(s)	Scope Description	Price

Adult Center
 	
Location:
385 S. First Street
 	
Approximate Square Footage
8,004 SQ
	2	• Service the facility five (5) days per week (Monday through Friday).
		• Clean public restroom facilities (each with two (2) stalls): sweep, mop, sanitize, and clean mirrors and other fixtures.
		• Sweep, mop, vacuum, sanitize, and clean the mirrors, and other fixtures in the following areas:
		  o Front Lobby Area
		  o Conference Room
		  o Coordinator Office
		  o Multipurpose Room
		  o Kitchen
		• Vacuum and dust all furniture.
		• Clean all windows (interior and exterior), window sills, front doors, and windows around the facility.
		• Remove all trash and replace with new trash bags.
		• Trash pickup daily from the front and back areas of the facility.
		• Clean and sanitize high-touch areas, including door handles, light switches, and countertops.
		• Restock toiletry supplies such as toilet paper, soap, and toilet liners.
		
		Annual Services:
		
		• Two (2) wax applications and carpet cleaning. Service is to be scheduled within (30) days of the facility's service and six (6) months following the start of the service.
		• Carpet cleaning is to be performed annually. Service is to be scheduled within thirty (30) days of the start of the Agreement and six (6) months following the start of service.
		
		(Note) The City will provide all toiletry items and other necessary cleaning supplies for restocking.	

Facility	Restroom Facility(s)	Scope Description	Price

Old Post Office
 	
Location:
230 S. 5th Street
 	
Approximate Square Footage
3,680 SQ
	4	• Service the facility Three (3) days per week (Mondays, Wednesdays, Fridays).
		• Clean public restroom facilities (each with four (4) stalls): sweep, mop, sanitize, and clean mirrors and other fixtures.
		• Sweep, mop, sanitize, and clean the mirrors and other fixtures in the following areas:
		  o Lobby Area
		  o Multipurpose Room
		  o Stage
		  o Small Kitchen
		  o Activity Rooms
		• Vacuum and dust all furniture.
		• Clean front windows (interior and exterior), window sills, and front doors.
		• Remove all trash and replace with new trash bags.
		• Wipe and clean marble walls
		• Trash pickup daily from the front and back areas of the facility.
		• Clean and sanitize high-touch areas, including door handles, light switches, and countertops.
		• Restock toiletry supplies such as toilet paper, soap, and toilet liners
		
		(Note) The City will provide all toiletry items and other necessary cleaning supplies for restocking.	

Facility	Restroom Facility(s)	Scope Description	Price

Police Department ***(Future Building)***
 	
Location:
1150 Main Street
 	
Approximate Square Footage of Facility To be determined.
Exhibit C depicts the areas to be cleaned.
	19	• Service the facility Three (3) days per week (Mondays, Wednesdays, Fridays).
		• Clean public and employee restroom facilities: sweep, mop, sanitize, clean mirrors, clean toilets and/or urinals, and other fixtures.
		• Sweep, mop, sanitize, clean mirrors, clean tables, and other fixtures in the following areas:
		  o Lobby Area
		  o Conference Rooms
		  o Three Kitchens
		  o Gym
		  o Locker Room (including showers)
		  o Hallways
		• Vacuum and dust all furniture.
		• Clean front windows (interior and exterior), window sills, and front doors.
		• Clean exterior second story windows.
		• Remove all trash from common areas and replace with new trash bags.
		• Wipe and clean walls.
		• Trash pickup daily from the front and back areas of the facility.
		• Clean and sanitize high-touch areas, including door handles, light switches, and countertops.
		• Restock toiletry supplies such as toilet paper, soap, and toilet liners
		
		<u>Annual services</u>
		• Two (2) wax applications and carpet cleaning. Service is to be scheduled within (30) days of the facility's service and six (6) months following the start of the service.
		
		(Note) The City will provide all toiletry items and other necessary cleaning supplies for restocking.	

SCOPE OF WORK

GENERAL: The Contractor shall be experienced in cleaning police and recreation facilities, restrooms, and common areas. The Contractor shall also have expertise in trash removal practices and provide skilled uniformed workers with adequate equipment to perform the scope of services consistently throughout the year.

The work to be performed shall include all items listed in this scope of work, including:

- Report any and all suspicious or illegal activities in City facilities immediately to the Police Supervisor, Recreation Supervisor or their designee.
- Service the areas five (5) days a week (Monday through Friday), unless otherwise noted.
- Daily cleaning of sinks, toilets, urinals, floors, restroom walls, and surrounding areas, including wet mopping and floor squeegeeing to ensure a non-slip surface and proper drying before public use.
- Daily dumping of trash cans and replacing trash bags.
- Trash pickup daily in park areas, playground, and around trash cans.
- Weekly power washing of sidewalks and entrance areas to maintain cleanliness and remove stains or gum.
- Clean and sanitize high-touch surfaces, including door handles, countertops, and light switches.
- Dust and clean furniture, fixtures, and accessible surfaces.
- Restock paper items, soap, and other restroom sanitary items as needed.
- Conduct quarterly deep cleaning services, including pressure washing designated surfaces and ensuring the facility's cleanliness meets standards set by the City.

The Contractor shall regularly inspect the area for graffiti or vandalism. If found, the on-site supervisor will contact the Police Supervisor, Recreation Supervisor or their designee to report such findings.

The Contractor must also dispose on days of scheduled maintenance, by whatever means appropriate, all debris and trash in and around dumpsters on site provided by the City for City jobs only.

-END OF SCOPE OF WORK-

EXHIBIT B
AGREEMENT BETWEEN THE CITY OF EL CENTRO AND
FOR JANITORIAL SERVICES FOR THE CITY POLICE AND RECREATIONAL FACILITIES

THIS Agreement is made and entered into by the City of El Centro ("City") and, ("Contractor") to provide janitorial and maintenance services at the El Centro Community Center, Adult Center, Old Post Office, and the El Centro Police Department. The City and Contractor jointly may be referred to as the Parties.

RECITALS

The City wishes to retain the services of a professional firm to provide janitorial and maintenance as defined in this Agreement; and

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

ARTICLE I
JANITORIAL AND MAINTENANCE

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services.

The scope of the work includes the routine, custodial scheduled maintenance of police and recreation facilities, restroom, as set out in Exhibit "A," attached and incorporated. The scope of work is limited to routine janitorial maintenance (such as washing, cleaning, dusting, and trash pickup) and does not include the repair, installation, construction or demolition of public facilities. Exhibit A also should contain the cost for each item of the scope of work/overall daily/weekly/monthly cost. The work would be for a term of two (2) years with (3) three (1) one-year extensions at the same price. The City wishes to enter into an agreement with the successful Contractor as soon as the City approves an agreement.

1.2 Task Administrator.

The Community Services Director is the task administrator for this Agreement. The Contractor shall provide the janitorial and maintenance services under the direction of a designated representative of the office of the Community Services Director. The City's designated representative will communicate with the Contractor on all matters related to the administration of this Agreement and the Contractor's performance of the janitorial and maintenance services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise.

1.3 City Modification of Scope of Services.

The City may, without invalidating this Agreement, order changes in any task by altering, adding to, or deducting from the janitorial and maintenance services to be performed. The City may

also add or remove facilities from the contract at any time. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Contractor's cost of, or the time required for, the performance of any of the janitorial and maintenance services, the Contractor shall so notify the City. If appropriate, an equitable adjustment to the Contractor's compensation and time for performance may be made, provided that any adjustment must be approved by both Parties in writing.

1.4 Written Authorization.

Prior to performing any janitorial and maintenance services in connection with the task, the Contractor shall obtain from the City a written authorization to proceed. The Contractor shall advise the City in writing immediately of any anticipated change in any task, Fee Schedule, or Time Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Contractor from its duty to render all janitorial and maintenance services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services.

All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor with the City's prior written authorization. The Contractor, its officers, employees or agents shall not without prior written authorization from the City Manager or his designee, or as requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

Contractor promptly shall notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party regarding this Agreement and the work performed hereunder, unless the City is a party to any lawsuit, arbitration or administrative proceeding connected to such discovery, or unless Contractor is prohibited by law from information the City of such discovery. City retains the right, but has not obligation to represent Contractor and/or to be present at any deposition, hearing or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration or administrative proceeding and is averse to Contractor in such proceeding, Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discover requests provided by Contractor. However, City's right to review any such response does not imply to mean the City's right to control, direct or rewrite such response.

All janitorial and maintenance services performed by the Contractor, including but not limited to daily activity logs and incident reports, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Contractor, at the time that it was disclosed to the Contractor by the City, (b) subsequently becomes publicly known through no act or omission by the Contractor, or (c) otherwise becomes known to the Contractor other than through disclosure by the City.

ARTICLE II
DURATION OF AGREEMENT

2.0 Term of Agreement.

This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and shall terminate two (2) years after the effective date or upon termination pursuant to Section 2.6-2.9 of this Agreement. The parties may by mutual written consent extend the term of this Agreement upon the same terms and conditions as set out herein.

2.1 Schedule.

The Contractor shall perform its services daily, but may be adjusted depending on various circumstances. The Contractor shall provide services in accordance with the schedule approved by the City based on operating conditions, hours of service, and special circumstances. The City reserves the right to change assignment duties, schedules, and locations. The approved shift schedule shall take into consideration hours of service, varying ridership patterns (i.e., peak vs. off- peak, special events, and emergencies), regular occurrences as pertains to local vehicular traffic activity, and incidents that affect operations. Such changes will be communicated to the Contractor in a manner that provides the Contractor with a reasonable amount of time to implement the requested changes.

2.2 Notification of Delay.

The Contractor shall immediately notify the City in writing of any delay in the completion of the janitorial and maintenance services. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If the delay affects a material part of the task, the City may exercise its rights under Sections 2.5-2.9 of this Agreement.

2.3 Delay.

If delays in the performance of the janitorial and maintenance services are caused by unforeseen events beyond the reasonable control of Contractor, such delay shall entitle Contractor to an equitable adjustment of its time for performance, fee, or both. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Contractor's work; inability to obtain materials, equipment or labor; required additional janitorial and maintenance services; or other specific reasons agreed to between the City and the Contractor; provided, however, that (a) this provision shall not apply and the Contractor shall not be entitled to an extension of time for a delay caused by the acts or omissions of the Contractor; and, (b) that a delay caused by the inability to obtain personnel shall not entitle the Contractor to an extension of time unless the Contractor furnishes the City, in a timely manner, documentary proof, to the City's satisfaction, of the inability to obtain personnel.

2.4 City's Right to Suspend for Convenience.

The City may, at its sole option and for its convenience, suspend all or any portion of the Contractor's performance of the janitorial and maintenance services, for a reasonable period of time not to exceed six (6) months. In accordance with the provisions of this Agreement, the City will give

written notice to the Contractor of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Contractor a sum equivalent to the reasonable value of the janitorial and maintenance services the Contractor has performed up to the date of suspension as determined pursuant to Exhibit A. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Contractor. The City may then require the Contractor to resume performance of the janitorial and maintenance services in compliance with the terms and conditions of this Agreement; provided, however, that the Contractor shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.5 City's Right to Terminate for Convenience.

The City may, at its sole option and for its convenience, terminate all or any portion of the janitorial and maintenance services agreed to pursuant to this Agreement by giving written notice of such termination to the Contractor. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the janitorial and maintenance services shall be effective upon receipt of the notice by the Contractor. For services rendered in completing the work, the Contractor shall be entitled to payment for the janitorial and maintenance services performed by the Contractor before the effective date of termination as determined pursuant to Exhibit A.

2.6 Contractor's Right to Terminate for Convenience.

The Contractor may, at its sole option and for its convenience, terminate all or any portion of the janitorial and maintenance services agreed to pursuant to this Agreement by giving written notice of such termination to the City. Such notice shall be delivered by certified mail with return receipt for delivery to the Contractor. The termination of the janitorial and maintenance services shall be effective upon receipt of the notice by the City. After termination of this Agreement, the Contractor shall complete any and all additional work necessary for the orderly filing of documents and closing of the Contractor's janitorial and maintenance services under this Agreement. For services rendered in completing the work, the Contractor shall be entitled to payment for the janitorial and maintenance services performed by the Contractor before the effective date of termination as determined pursuant to Exhibit A. By accepting payment for completion, the Contractor discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.7 City's Right to Terminate for Default.

If the Contractor substantially fails to perform or adequately perform any material obligation required by this Agreement, the Contractor's failure constitutes a default. If the Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from the City specifying the nature of the default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Contractor, and any person claiming any rights by or through the Contractor under this Agreement. The rights and remedies of the City enumerated in Section 2.8 are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Contractor.

2.8 City's Right to Terminate for Bankruptcy or Assignment for the Benefit of Creditors.

If the Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to or demand upon the Contractor, immediately cancel and/or terminate this Agreement, and terminate each and every right of the Contractor, and any person claiming any rights by or through the Contractor. The rights and remedies of the City enumerated in Section 2.9 are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Contractor.

2.9 Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the members of the community, Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

ARTICLE III
COMPENSATION

3.1 General.

The City shall pay the Contractor for all the janitorial and maintenance services and all expenses related to performance under this Agreement, in an amount as set forth in the Fee Schedule attached and incorporated as Exhibit B. The Contractor shall be entitled to compensation for the janitorial and maintenance services under this Agreement, whether within the scope of work or as Additional Services, based on the Fee Schedule. Costs and fees shall be valid for at least the first year services are provided to the City and may be adjusted no more than annually thereafter as with the consent of the City.

3.2 Availability of Funds.

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the appropriation of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, the City shall have the right upon ten (10) working days written notice to Contractor, to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

3.3 Manner of Payment.

The Contractor shall bill all fees and expenses incurred in accordance with this Agreement directly to the City on a monthly basis. Contractor agrees to submit invoices to the City that contain a detailed account of each billing. Contractor is classified as an independent contractor and not a

contractual employee of the City. As such, any compensation due and payable to Contractor will be paid as gross amounts.

3.3.1 Payments.

The Contractor shall submit one invoice per calendar month for work performed in accordance with the Fee Schedule. Undisputed portions of invoices to the City must be in accordance with the Fee Schedule and generally will be payable if approved, within thirty calendar days of receipt.

3.4 Additional Services.

If the City requires additional janitorial and maintenance services beyond the task, the Contractor will be paid an additional fee. Additional Services shall be in accordance with the rates provided in the Fee Schedule. The City and the Contractor must agree in writing upon such fee prior to the Contractor beginning the Additional Services.

3.5 Eighty Percent Notification.

The Contractor shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement.

ARTICLE IV
CONTRACTOR'S OBLIGATIONS

4.1 Industry Standards.

In addition to the Contractor's covenants described in Article VI hereof, the Contractor agrees that the janitorial and maintenance services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional janitorial and maintenance firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California and in compliance with California law as to training for employees. Where approval by the City, the City Manager, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, and good janitorial and maintenance practices.

4.1.1 Licenses.

At all times during the term of this Agreement and any extension thereof, Contractor shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Contractor's premises to review and audit the Contractor's compliance with the provisions of this Agreement. The City's audit rights include but are not limited to the right to inspect and copy, and to retain copies, outside of the Contractor's premises, of any and all records with appropriate safeguards, if such retention is deemed necessary by City in its sole discretion. This information shall be kept by the City in strictest confidence allowed by law.

4.2.2 Audit. The City's audit rights include the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Contractor is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's may examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.1.1 Accounting Records. The Contractor shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Contractor shall make available to the City for review and audit financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. These records shall be made available during the term of the contract. Upon the City's request, the Contractor shall submit exact duplicates of originals of all requested records to the City at Contractor's cost.

4.3 Insurance.

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

4.4 Non-Discrimination Requirements.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of personnel, vendors or suppliers. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Contractor and any employees, vendors and suppliers.

4.5 Drug-Free Workplace.

The Contractor agrees to ensure a drug free work place. The Contractor shall certify to the City that it will provide a drug-free workplace by submitting a Contractor Certification for a Drug-Free Workplace form.

4.5.1 Contractor's Notice to Employees. The Contractor shall publish a statement

notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.5.2 Drug-Free Awareness Program. The Contractor shall establish a drug-free awareness program to inform employees about all of the following:

4.5.2.1 The dangers of drug abuse in the work place.

4.5.2.2 The policy of maintaining a drug-free work place.

4.5.2.3 Available drug counseling, rehabilitation, and employee assistance programs.

4.5.2.4 The penalties that may be imposed upon employees for drug abuse violations.

4.5.3 Posting the Statement. In addition to Section 4.7.1 above, the Contractor shall post the drug-free policy in a prominent place.

4.6 Product Endorsement.

The Contractor acknowledges and agrees that any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

4.7 Conflict of Interest.

The Contractor is subject to all applicable federal, state and local conflict of interest laws, regulations and policies applicable to its contract with the City and procurement practices related to such contract, including but not limited to California Government Code sections 1090, etc. seq. and 81000, et. seq. Contractor may be required to complete one or more statements of economic interest disclosing relevant financial interests as determined by Exhibit D, Contractor's Statement of Financial Interest, attached and incorporated as if fully set forth herein. City may amend Exhibit D from time to time. Upon the City's request, the Contractor shall submit the necessary supplementary documentation to the City.

4.7.1 The Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

4.7.3 The Contractor's personnel shall not accept gratuities or any other favors from any members of the community that utilize the transit services.

4.7.4 If the Contractor violates any conflict of interest laws or any of these provisions in Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to the City for attorney fees and all damages sustained as a result of the violation.

4.7.5 Contractor covenants that neither he/she nor any officer or principal of his/her firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed as an officer, employee, or agent.

4.7.6 Undue Influence. Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this subsection shall be a material breach of the Agreement entitling the City to any and all remedies at law or in equity.

4.8 Mandatory Assistance.

If a third-party dispute or litigation, or both, arises out of, or relates in any way to the janitorial and maintenance services provided under this Agreement, upon the City's request, the Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.9 Compensation for Mandatory Assistance.

The City may compensate the Contractor for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3.

4.10 Attorney Fees related to Mandatory Assistance.

In providing the City with dispute or litigation assistance, the Contractor or its agents, officers, and employees may incur expenses and/or costs. The Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable.

ARTICLE V
CITY'S OBLIGATIONS

5.1 Ownership of Documents.

Contractor shall maintain complete and accurate records relating to the performance of services under this Agreement. Contractor shall maintain records of services in sufficient detail to permit an evaluation of such services. This Section shall apply whether the Contractor's janitorial and maintenance services are terminated: (a) by the completion of the assignment, or (b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the Contractor shall have the right to make copies of all such records at Contractor's sole

expenses. All records and supporting documents shall be maintained by Contractor for a minimum of three (3) years after the date of final payment, and longer if requested by the provisions of applicable laws or regulations or as requested by the City.

Upon completion, termination or suspension of the Agreement, all original records and other documents prepared in the course of providing the janitorial and maintenance services pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without of the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files.

5.2 Employment of City Staff.

This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Contractor employs an individual who, within the last twelve (12) months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or City Manager in connection with the selection of the Contractor.

ARTICLE VI

6.1 Indemnification

Contractor shall indemnify, defend, and hold harmless the City and its officers, employees and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the VENDOR's performance of its obligations under this AGREEMENT or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Agreement, the Contractor shall provide a defense to the City indemnitees or at the City's option, reimburse the City indemnities their costs of defense, including reasonable legal fees, incurred in defense of such claims.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between City and Contractor, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

6.2 General Indemnification Provisions.

Contractor shall obtain executed indemnity agreements with provisions identical to those set forth here in this Article from any person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the

terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

MISCELLANEOUS

7.1 Notices.

In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, first class, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: **1275 Main Street El Centro, CA 92243** and notice to the Contractor shall be addressed to Adriana Nava, Community Services Director**.**

7.2 Headings.

All article headings are for convenience only and shall not affect the interpretation of this Agreement.

7.3 Non-Assignment.

The Contractor shall not assign the obligations under this Agreement, whether by express assignment or by sale of the Contractor, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

7.4 Independent Contractors.

The Contractor shall be and at all times remain independent contractors and not agents of the City. The personnel performing the services under this Agreement on behalf of the Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Any provisions of this Agreement that may appear to give the City any right to direct the Contractor concerning the details of performing the janitorial and maintenance services, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City or bind City in any manner. No employee benefits shall be available to Contractor in connect with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

7.5 Contractor for Janitorial and Maintenance Services.

It is understood that this Agreement is for unique janitorial and maintenance services. Retention of the Contractor's janitorial and maintenance services is based on the particular professional expertise of the individuals rendering the services set forth.

7.6 Covenants and Conditions.

All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.

7.7 Compliance with Controlling Law.

The Contractor shall keep itself informed of State and Federal laws and regulations that in any manner affect those employed by it or the performance of this Agreement. The Contractor shall at all times observe and comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

7.8 Jurisdiction, Venue, and Attorney Fees.

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of Imperial, State ofCalifornia.

7.9 Successors in Interest.

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

7.10 Integration.

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, or written pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force and effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by either Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

7.11 Counterparts.

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

7.12 No Waiver.

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

7.13 Severability.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

7.14 Municipal Powers.

Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a charter city of the State of California.

7.15 Drafting Ambiguities.

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision that is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

7.16 Signing Authority.

The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

7.17 Conflicts Between Terms.

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the City Council of the City of El Centro, acting by and through City Manager, pursuant to Resolution No. 25- , authorizing such execution, and by the Contractor.

THE CITY OF EL CENTRO

By: City Manager

Date: _____

I HEREBY CERTIFY I can legally bind that I have read all of this Agreement, this_____day of_____, 2025.

By: _____
Authorized Representative

Print Name _____

Title: _____

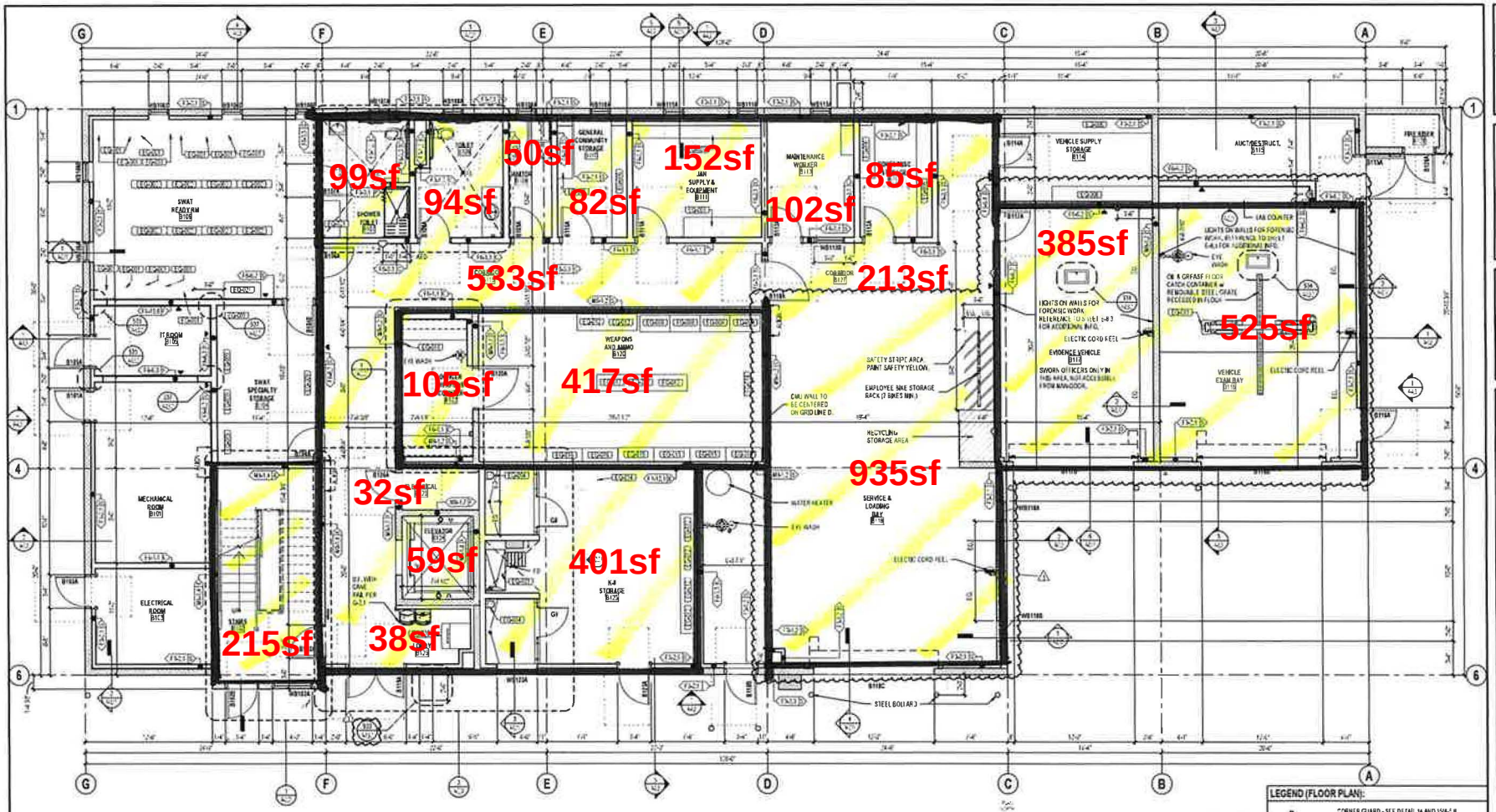
Date: _____

I HEREBY APPROVE the form and legality of the foregoing Agreement this_____day of _____, 2025.

APPROVED AS TO FORM:
Office of the City Attorney

By_____ Date _____
Elizabeth L. Martyn, City Attorney

"EXHIBIT C"



1 OVERALL PLAN - BLDG A - 1ST FLOOR
1/4" = 1'-0"

GENERAL NOTES (FLOOR PLAN):

A. ANY CONTRACTOR/SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING CONSTRUCTION RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS.
B. ANY REMOVAL OR DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED OR REPAIRED BY CONTRACTOR AT THE CONTRACTOR'S EXPENSE AND SHALL BE APPROVED BY THE OWNER AND ARCHITECT.
C. ALL MATERIAL AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTIONS BY THE OWNER AND ARCHITECT. THE OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO INDUSTRY STANDARDS OR SPECIFICATIONS.
D. FLOOR AND WALL OPENINGS, SLEEVES, VARIATIONS IN THE STRUCTURAL SLAB ELEVATIONS, DEPRESSED AREAS AND ALL OTHER ARCHITECTURAL, MECHANICAL, ELECTRICAL AND CIVIL REQUIREMENTS MUST BE COORDINATED BY THE CONTRACTOR BEFORE THE CONTRACTOR PROCEEDS WITH CONSTRUCTION.
E. DETAILS MARKED "TYP" OR "TYPICAL" SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY INDICATED OTHERWISE.
F. WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OR CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION ON THE PROJECT.
G. DETAILS MARKED "SIM" OR "SIMILAR" MEANS COMPARABLE CHARACTERISTICS FOR THE CONDITIONS NOTED, VERIFY SIMILAR DIMENSIONS OR NOTES ON DRAWINGS.
H. PROVIDE PLYWOOD BACKED GYPSUM BOARD AT ALL SECURITY WALLS UNLESS A CEMENT BACKBOARD IS USED FOR THE
I. PROVIDE WATER (MOISTURE) RESISTANT GYPSUM BOARD AT ALL TOILET ROOM PARTITIONS, WALLS WITH SINKS, AND ROOMS CONTAINING SHOWERS THAT DO NOT HAVE TILE FINISHES. AT ALL AREAS RECEIVING A TILE FINISH, PROVIDE A CEMENT BACKERBOARD, UNLESS NOTED OTHERWISE.
J. SLOPE FLOOR TO DRAIN AT ALL LOCATIONS SHOWN ON ARCHITECTURAL AND PLUMBING DRAWINGS.
K. SLOPE ALL CONCRETE SIDEWALKS AWAY FROM EXTERIOR DOORS A MINIMUM OF 2% TO PREVENT WATER FROM RUNNING OR BEING BLOWN UNDER DOORWAYS AND TO PREVENT STANDING WATER FROM ACCUMULATING IN FRONT OF DOORS.
L. ALIGN EXTERIOR FACE OF MASONRY WALLS WITH GRIDS.
M. ALL EXPOSED INTERIOR FACES OF RIGID INSULATION SHALL RECEIVE (1) LAYER OF 5/8" GYPSUM WALLBOARD FOR FULL HEIGHT OF WALL. THIS INCLUDES ANY PLENUM SPACES.
N. ALL INTERIOR CONCRETE SLABS ON GRADE SHALL BE CONCRETE ON 8 VAPOR BARRIER OVER COMPACTED GRAVEL FILL.
O. DIMENSIONS:
- BUILDING SHELL: BEGINNING DIMENSIONS BY SCALED FROM PLANS, INCLUDING OFFSETS ON DRAWINGS.
- ALL DIMENSIONS TO STUD PARTITIONS ARE TO THE FACE OF STUD UNLESS NOTED OTHERWISE.
- ALL ELEVATIONS ARE REFERENCED FROM TOP OF FINISH FLOOR BEING EQUAL TO 100'-0".
- ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BEFORE PROCEEDING WITH WORK.
- DIMENSIONS ARE NOT ADJUSTABLE WITHOUT APPROVAL OF THE ARCHITECT IN WRITING.
- MINIMUM CLEARANCE AND OTHER DETAILED ACCESS CODE NATIONAL REQUIREMENTS SHALL TAKE PRECEDENCE IN ALL CASES. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- DIMENSIONS AND GRAPHIC REPRESENTATIONS OCCURRING ON LARGER SCALED DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALED DRAWINGS.
P. DENOTES CIRCULAR WATER WALL. SHOOTING RANGE REQUIRED A COMPLETE SEAL OF ALL JOINTS AND PENETRATIONS FROM THE INTERIOR SIDE.
Q. GROUT SOLID CMU WALLS AT OFFICER'S WEAPONS COUNTER 6102 AND ROOM 6104.
R. SEE SHEET A-1.7 FOR GATE SCHEDULE

LEGEND (FLOOR PLAN):

CORNER GUARD - SEE DETAIL 14 AND 15/A4.8
CJ CONTROL JOINT - SEE DETAIL 09 TO 12/A4.8
BOTTOM OF BOARD A.F.F.
TBD 4 FT. TACKBOARD (TYPICAL U.N.O.)
MOUNT BOTTOM OF BOARD AT 36" A.F.F. U.N.O.
PROVIDE BACKING WITHIN WALL AS NEEDED.
BOTTOM OF BOARD A.F.F.
4 FT. WHITEBOARD (TYPICAL U.N.O.)
MOUNT BOTTOM OF BOARD AT 36" A.F.F. U.N.O.
PROVIDE BACKING WITHIN WALL AS NEEDED.
SURFACE-MOUNTED BRACKET FIRE EXTINGUISHER.
SEMI-RECESSED FIRE EXTINGUISHER CABINET SEE DETAIL 9A/A4.8.3
RECESSED AUTOMATED EXTERNAL DEFIBRILLATOR CABINET. SEE DETAIL 9A/A4.8.3
FIXTURES AND EQUIPMENT SHOWN AS DASHED IS NOT IN CONTRACT (N.I.C.)
SOAP DISPENSER WALL AND COUNTER MOUNTED SHOWN AS HALF TONE DASHED IS NOT IN CONTRACT (N.I.C.), PROVIDED BY THE OWNER, G.C. INSTALL.
PAPER TOWEL SHOWN AS HALF TONE DASHED IS NOT IN CONTRACT (N.I.C.), PROVIDED BY THE OWNER, G.C. INSTALL.
EQUIPMENT SHOWN AS HALF TONE DASHED IS EXISTING AND NOT IN CONTRACT (N.I.C.) PROVIDED BY THE OWNER, G.C. INSTALL.
EQUIPMENT SHOWN AS HALF TONE SOLID LINE IS IDENTIFIED IN INTERIOR DRAWINGS. SEE INTERIOR SHEETS FOR MORE INFORMATION.

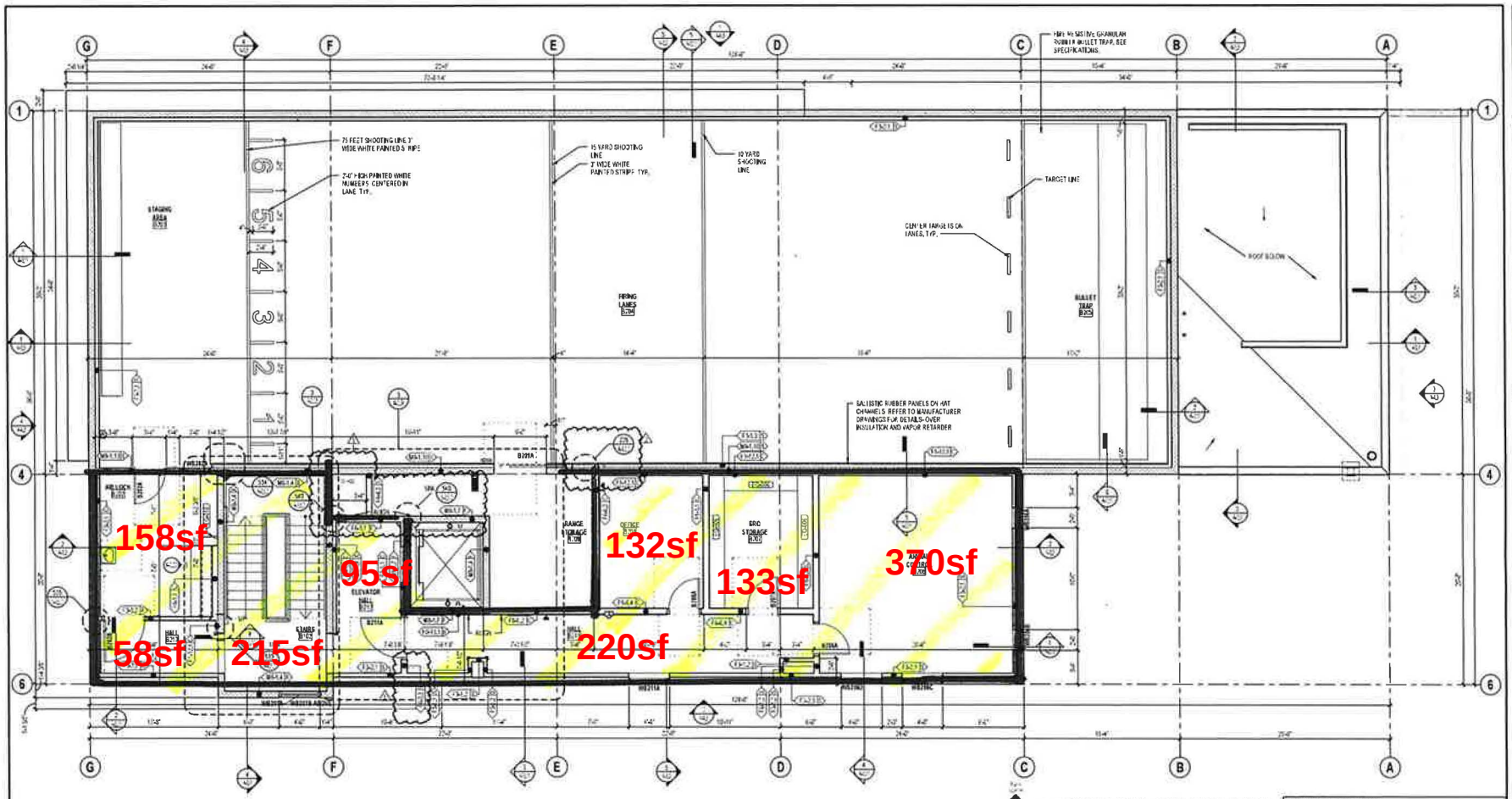
Arrington Watkins Architects
3240 North 16th Street, Suite 101
Phoenix, Arizona 85016
Telephone: (602) 279-4171
Fax: (602) 279-9110
© Copyright 2022

CITY OF EL CENTRO
POLICE STATION
150 N 11TH STREET, EL CENTRO, CA 92243

KEY PLAN

NO.	REVISION	DATE
	PLANNING REVIEW COMMENTS	05/13/2022

PROJECT NO. 2020-062
DATE 05/13/2022
DESIGNED BY MGW/VK
DRAWN BY STE/CJD
APPROVED BY MG
SHEET TITLE: ARCHITECTURAL OVERALL PLAN - BLDG A - 1ST FLOOR
SHEET NUMBER: A-2.3
100% CONSTRUCTION DOCUMENTS



1 OVERALL PLAN - BLDG A - 2ND FLOOR
1/4" = 1'-0"

GENERAL NOTES (FLOOR PLAN):

A. ANY CONTRACTOR/SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING CONSTRUCTION RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS.
B. ANY REMOVAL OR DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED OR REPAIRED BY CONTRACTOR AT THE CONTRACTOR'S EXPENSE AND SHALL BE APPROVED BY THE OWNER AND ARCHITECT.
C. ALL MATERIAL AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTIONS BY THE OWNER AND ARCHITECT. THE OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO INDUSTRY STANDARDS OR SPECIFICATIONS.
D. FLOOR AND WALL OPENINGS, SLEEVES, VARIATIONS IN THE STRUCTURAL SLAB ELEVATIONS, DEPRESSED AREAS AND ALL OTHER ARCHITECTURAL, MECHANICAL, ELECTRICAL AND CIVIL REQUIREMENTS MUST BE COORDINATED BY THE CONTRACTOR BEFORE THE CONTRACTOR PROCEEDS WITH CONSTRUCTION.
E. DETAILS MARKED "TYP" OR "TYPICAL" SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY INDICATED OTHERWISE.
F. WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OR CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION ON THE PROJECT.
G. DETAILS MARKED "SIM" OR "SIMILAR" MEANS COMPARABLE CHARACTERISTICS FOR THE CONDITIONS NOTED. VERIFY SIMILAR DIMENSIONS OR NOTES ON DRAWINGS.
H. PROVIDE PLYWOOD LINE OF GYPSUM BOARD AT ALL SECURITY WALLS UNLESS A CEMENT BACKBOARD IS USED FOR TILE.
I. PROVIDE WATER (MOISTURE) RESISTANT GYPSUM BOARD AT ALL TOILET ROOM PARTITIONS, WALLS WITH SINKS AND ROOMS CONTAINING SHOWERS THAT DO NOT HAVE TILE FINISHES. AT ALL AREAS RECEIVING A TILE FINISH, PROVIDE A CEMENT BACKERBOARD UNLESS NOTED OTHERWISE.
J. SLOPE FLOOR TO DRAIN AT ALL LOCATIONS SHOWN ON ARCHITECTURAL AND PLUMBING DRAWINGS.
K. SLOPE ALL CONCRETE SIDEWALKS AWAY FROM EXTERIOR DOORS A MAXIMUM OF 2% TO PREVENT WATER FROM RUNNING OR BEING BLOWN UNDER DOORWAYS AND TO PREVENT STANDING WATER FROM ACCUMULATING IN FRONT OF DOORS.
L. ALIGN EXTERIOR FACE OF MASONRY WALLS WITH GRIDS.
M. ALL EXPOSED INTERIOR FACES OF RIGID INSULATION SHALL RECEIVE (1) LAYER OF 5/8" GYPSUM WALLBOARD FOR FULL HEIGHT OF WALL. THIS INCLUDES ANY PLENUM SPACES.
N. ALL INTERIOR CONCRETE SLABS ON GRADE SHALL BE CONCRETE ONLY WHERE BRASS OR OTHER CONTRACTED SHALL BE.
O. DIMENSIONS
- IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS, SECTIONS OR DETAILS ON DRAWINGS.
- ALL DIMENSIONS TO STUD PARTITIONS ARE TO THE FACE OF STUD UNLESS NOTED OTHERWISE.
- ALL ELEVATIONS ARE REFERENCED FROM TOP OF FINISH-FLOOR BEING EQUAL TO 100'-0".
- ALL DIMENSIONS SHALL BE VERIFIED BY THE FIELD BEFORE PROCEEDING WITH WORK.
- DIMENSIONS ARE NOT ADJUSTABLE WITHOUT APPROVAL OF THE ARCHITECT IN WRITING.
- MINIMUM CLEARANCE AND OTHER DISABLED ACCESS DIMENSIONAL REQUIREMENTS SHALL TAKE PRECEDENCE IN ALL CASES. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- DIMENSIONS AND GRAPHIC REPRESENTATIONS OCCURRING ON LARGER SCALED DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALED DRAWINGS.
P. SEAL ALL SOUND-RATED MATERIALS, SHOOTING RANGE REQUIRES A COMPLETE SEAL OF ALL JOINTS AND PENETRATIONS FROM THE INTERIOR SIDE.
Q. GROUT SOLID CMU WALLS AT OFFICER'S WEAPONS COUNTER, LOCKER AND ROOM BENCH.
R. [illegible]

LEGEND (FLOOR PLAN):

- CORNER GUARD - SEE DETAIL 14 AND 15/A2.0
- CONTROL JOINT - SEE DETAIL 8B TO 12/A2.0
- BOTTOM OF BOARD A.F.F.
- 13x6 - 30"D — EN = EW TACKBOARD (TYPICAL U.N.O.) MOUNT BOTTOM OF BOARD AT 36" A.F.F., U.N.O. PROVIDE BACKING WITHIN WALL AS NEEDED.
- BOTTOM OF BOARD A.F.F.
- 24"Wx48"-72"D — EN = EW WHITEBOARD (TYPICAL U.N.O.) MOUNT BOTTOM OF BOARD AT 36" A.F.F., U.N.O. PROVIDE BACKING WITHIN WALL AS NEEDED.
- SURFACE-MOUNTED BRACKET FIRE EXTINGUISHER.
- SEMI-RECESSED FIRE EXTINGUISHER CABINET SEE DETAIL 9/A4.0, 9/A3
- RECESSED AUTOMATED EXTERNAL DEFIBRILLATOR CABINET, SEE DETAIL 9/A3, 9/A4
- FURNITURE AND EQUIPMENT SHOWN AS DASHED IS NOT IN CONTRACT (N.I.C.)
- SOAP DISPENSER WALL AND COUNTER MOUNTED SHOWN AS HALF TONE DASHED IS NOT IN CONTRACT (N.I.C.), PROVIDED BY THE OWNER, G.C. INSTALL.
- PAPER TOWEL SHOWN AS HALF TONE DASHED IS NOT IN CONTRACT (N.I.C.), PROVIDED BY THE OWNER, G.C. INSTALL.
- EQUIPMENT SHOWN AS HALF TONE DASHED IS EXISTING AND NOT IN CONTRACT (N.I.C.), PROVIDED BY THE OWNER, G.C. INSTALL.
- EQUIPMENT SHOWN AS HALF TONE SOLID LINE IS INSTALLED IN INTERIOR DRAWINGS. SEE INTERIOR SHEETS FOR MORE INFORMATION.

Arrington Watkins Architects
5240 North 16th Street, Suite 101
Phoenix, Arizona 85016
Telephone: (602) 279-4372
Fax: (602) 279-6110
© Copyright 2022

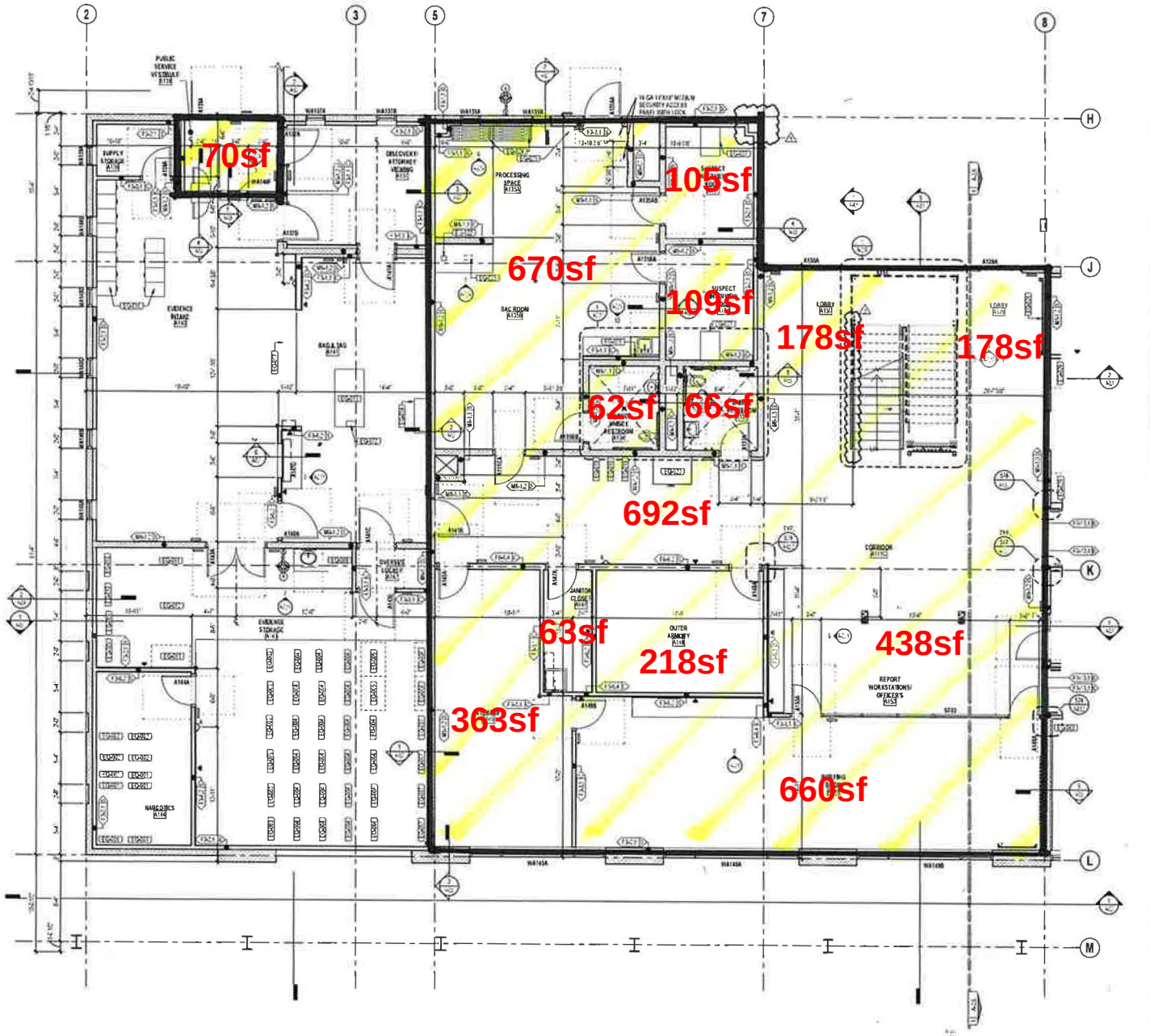
CITY OF EL CENTRO
POLICE STATION
150 N 11TH STREET, EL CENTRO, CA 92243

KEY PLAN

NO.	REVISION	DATE
1	PERMIT REVIEW COMMENTS	01/06/23
2	LOCKER PLAN TYP. UPDATES	04/07/23

PROJECT NO. 1906.04
DATE 09/14/2022
DESIGNED BY MDW
DRAWN BY [illegible]
APPROVED BY MDL
SHEET TITLE: ARCHITECTURAL OVERALL PLAN - BLDG A - 2ND FLOOR
SHEET NUMBER A-2.4

100% CONSTRUCTION DOCUMENTS



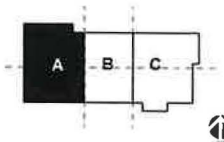
PARTIAL PLAN - 1ST FLOOR - A
1/4" = 1'-0"

LEGEND (FLOOR PLAN):

LEGEND (GENERAL):

GENERAL NOTES (FLOOR PLAN):

KEY PLAN



Arrington Watkins Architects

CITY OF EL CENTRO
POLICE STATION
150 N 11TH STREET, EL CENTRO, CA 92243
PROJECT NO-299-2101

KEY PLAN

NO.	REVISION	DATE
1	PLANNING REVIEW COMMENTS	05/24/22
2	COORDINATION UPDATES	9/12/22

PROJECT NO. 2000.042
DATE 09/12/2022
DESIGNED BY MCM/JH
DRAWN BY MCM/JH
APPROVED BY MW

SHEET TITLE:
ARCHITECTURAL PARTIAL FLOOR PLAN_BLDG A - 1ST FLOOR - A

SHEET NUMBER:
A-2.5

100% CONSTRUCTION DOCUMENTS

1 PARTIAL PLAN - 1ST FLOOR - B
1/4" = 1'-0"

LEGEND (FLOOR PLAN):

CORNER GUARD - SEE DETAIL 9/A4.0 SHEET

CONTROL JOINT - SEE DETAIL 8/C3.10 17 A4.3

BOTTOM OF BOARD A.F.F.

TBMB 2'-0" 1'-0" ON NEW TACKBOARD (TYPICAL, U.N.O.) MOUNT BOTTOM OF BOARD AT 36" A.F.F., U.N.O. PROVIDE BACKING WITHIN WALL AS NEEDED.

BOTTOM OF BOARD A.F.F.

ON NEW WHITEBOARD (TYPICAL, U.N.O.) MOUNT BOTTOM OF BOARD AT 36" A.F.F., U.N.O. PROVIDE BACKING WITHIN WALL AS NEEDED.

SEMI-RECESSED FIRE EXTINGUISHER CABINET SEE DETAIL 9/A4.4 3.3

RECESSED AUTOMATED EXTERNAL DEFIBRILLATOR CABINET SEE DETAIL 9/A4.4 3.3

FURNITURE AND EQUIPMENT SHOWN AS DASHED IS NOT IN CONTRACT (N.I.C.)

SOAP DISPENSER WALL AND COUNTER MOUNTED SHOWN AS HALF TONE DASHED IS NOT IN CONTRACT (N.I.C.), PROVIDED BY THE OWNER, G.C. INSTALL

PAPER TOWEL DISPENSER SHOWN AS DASHED IS NOT IN CONTRACT (N.I.C.)

EQUIPMENT SHOWN AS HALF TONE DASHED IS EXISTING AND NOT IN CONTRACT (N.I.C.), PROVIDED BY THE OWNER, G.C. INSTALL

EQUIPMENT SHOWN AS HALF TONE SOLID LINE IS IDENTIFIED IN INTERIOR DRAWINGS. SEE INTERIOR DRAWINGS FOR MORE INFORMATION.

FLOOR MOUNTED DEVICE. SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION.

LEGEND (GENERAL):

PLUMBING FIXTURES & ACCESSORIES REF. Q-2.3

FINISH LEGEND REF. A-2.7 A-2.4 A-4.1

WALL TYPES REF. A-5.5

EQUIPMENT REF. A-5.15

INDICATES SIDE OF WALL WITH SPECIAL CONDITION REF. A-4.5

GENERAL NOTES (FLOOR PLAN):

A. ANY CONTRACTOR/SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING CONSTRUCTION RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS.

B. ANY REMOVAL OR DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED OR REPAIRED BY CONTRACTOR AT THE CONTRACTOR'S EXPENSE AND SHALL BE APPROVED BY THE OWNER AND ARCHITECT.

C. ALL MATERIAL AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTIONS BY THE OWNER AND ARCHITECT. THE OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO INDUSTRY STANDARDS OR SPECIFICATIONS.

D. FLOOR AND WALL OPENINGS, SLEEVES, VARIATIONS IN THE STRUCTURAL SLAB ELEVATIONS, DEPRESSIONS, AREAS AND ALL OTHER ARCHITECTURAL, MECHANICAL, ELECTRICAL AND CIVIL REQUIREMENTS MUST BE COORDINATED BY THE CONTRACTOR BEFORE THE CONTRACTOR PROCEEDS WITH CONSTRUCTION.

E. DETAILS MARKED "TYP" OR "TYPICAL" SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY INDICATED OTHERWISE.

F. WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OR CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION ON THE PROJECT.

G. UNLESS MARKED "VIF" OR "SIMILAR" MEANS COMPARABLE CHARACTERISTICS FOR THE CONDITIONS NOTED. VERIFY SIMILAR DIMENSIONS OR NOTES ON DRAWINGS.

H. PROVIDE PLYWOOD UNDER GYPSUM BOARD AT ALL SECURE WALLS UNLESS A CEMENT BACKBOARD IS USED FOR TILE.

I. PROVIDE WATER (MOISTURE) RESISTANT GYPSUM BOARD AT ALL TOILET ROOM PARTITIONS AND ROOMS CONTAINING SHOWERS THAT DO NOT HAVE TILE FINISHES, AT ALL AREAS RECEIVING A TILE FINISH. PROVIDE A CEMENT OR GYPSUM BACKBOARD UNLESS NOTED OTHERWISE.

J. SUPPLY FLOOR FLASHING AT ALL LOCATIONS SHOWN ON ARCHITECTURAL AND PLUMBING DRAWINGS.

K. SLOPE ALL CONCRETE SIDEWALKS AWAY FROM EXTERIOR DOORS A MAXIMUM OF 2% TO PREVENT WATER FROM RUNNING OR BEING BLOWN UNDER DOORWAYS AND TO PREVENT STANDING WATER FROM ACCUMULATING IN FRONT OF DOORS.

L. ALIGN EXTERIOR FACE OF MASONRY WALLS WITH GRIDS.

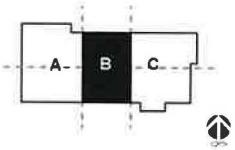
M. ALL EXPOSED INTERIOR FACES OF RIGID INSULATION SHALL RECEIVE (1) LAYER OF 5/8" GYPSUM WALLBOARD FOR FULL HEIGHT OF WALL. THIS INCLUDES ANY PLENUM SPACES.

N. ALL INTERIOR CONCRETE SLABS ON GRADE SHALL BE CONCRETE OVER VAPOR BARRIER OVER COMPACTED GRAVEL FILL.

O. DIMENSIONS
- IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS, SECTIONS, OR DETAILS ON DRAWINGS.
- ALL DIMENSIONS TO STUD PARTITIONS ARE TO THE FACE OF STUD UNLESS NOTED OTHERWISE.
- ALL ELEVATIONS ARE REFERENCED FROM TOP OF FINISH FLOOR ELEVATION EQUAL TO 100'-0".
- ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BEFORE PROCEEDING WITH WORK.
- DIMENSIONS ARE NOT ADJUSTABLE WITHOUT APPROVAL OF THE ARCHITECT OR ENGINEER.
- MINIMUM CLEARANCE AND OTHER DETAILED ACCESS DIMENSIONAL REQUIREMENTS SHALL TAKE PRECEDENCE IN ALL CASES. NOTIFY ARCHITECT OF ANY DEVIATIONS.
- DIMENSIONS AND GRAPHIC REPRESENTATIONS OCCURRING ON LARGER SCALED DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALED DRAWINGS.

Q. SEAL ALL DISSIMILAR MATERIALS.

KEY PLAN



Arrington Watkins Architects
5240 North 16th Street, Suite 101
Phoenix, Arizona 85016
Telephone: (602) 279-8171
Fax: (602) 279-8175

© Copyright 2022

CITY OF EL CENTRO
POLICE STATION
150 N 11TH STREET, EL CENTRO, CA 92243
PROJECT NO-299-2101

KEY PLAN

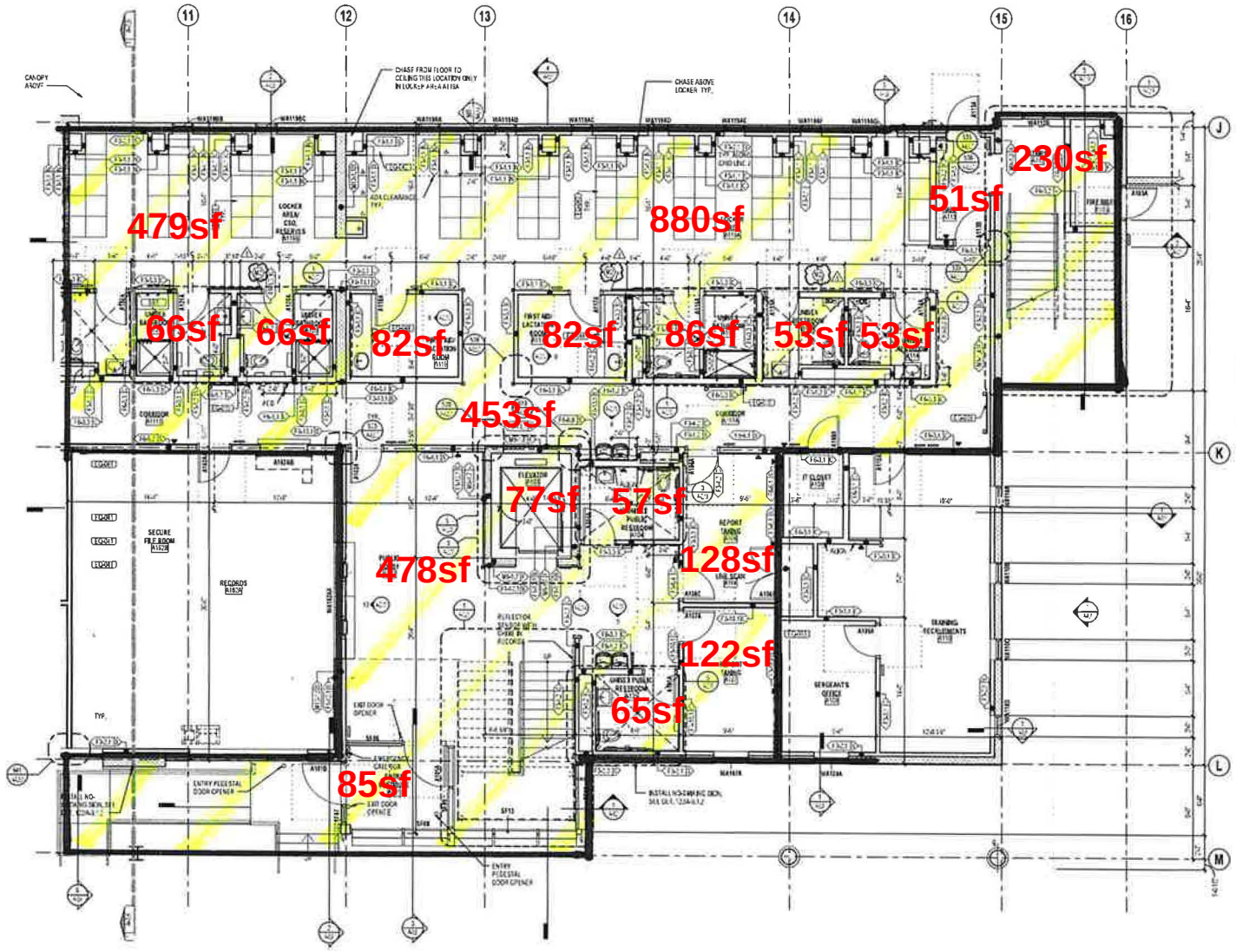
NO.	REVISION	DATE
	PLANNING REVIEW COMMENTS	10/20/22

PROJECT NO. 2020.052
DATE 09/14/2022
DRAWN BY MW/MM
DESIGNED BY SLK/DSD
APPROVED BY MD

SHEET TITLE:
ARCHITECTURAL PARTIAL FLOOR PLAN_BLDG A - 1ST FLOOR - B

SHEET NUMBER
A-2.6

100% CONSTRUCTION DOCUMENTS



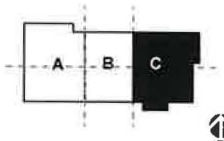
PARTIAL PLAN - 1ST FLOOR - C
1/4" = 1'-0"

LEGEND (FLOOR PLAN):

LEGEND (GENERAL):

GENERAL NOTES (FLOOR PLAN):

KEY PLAN



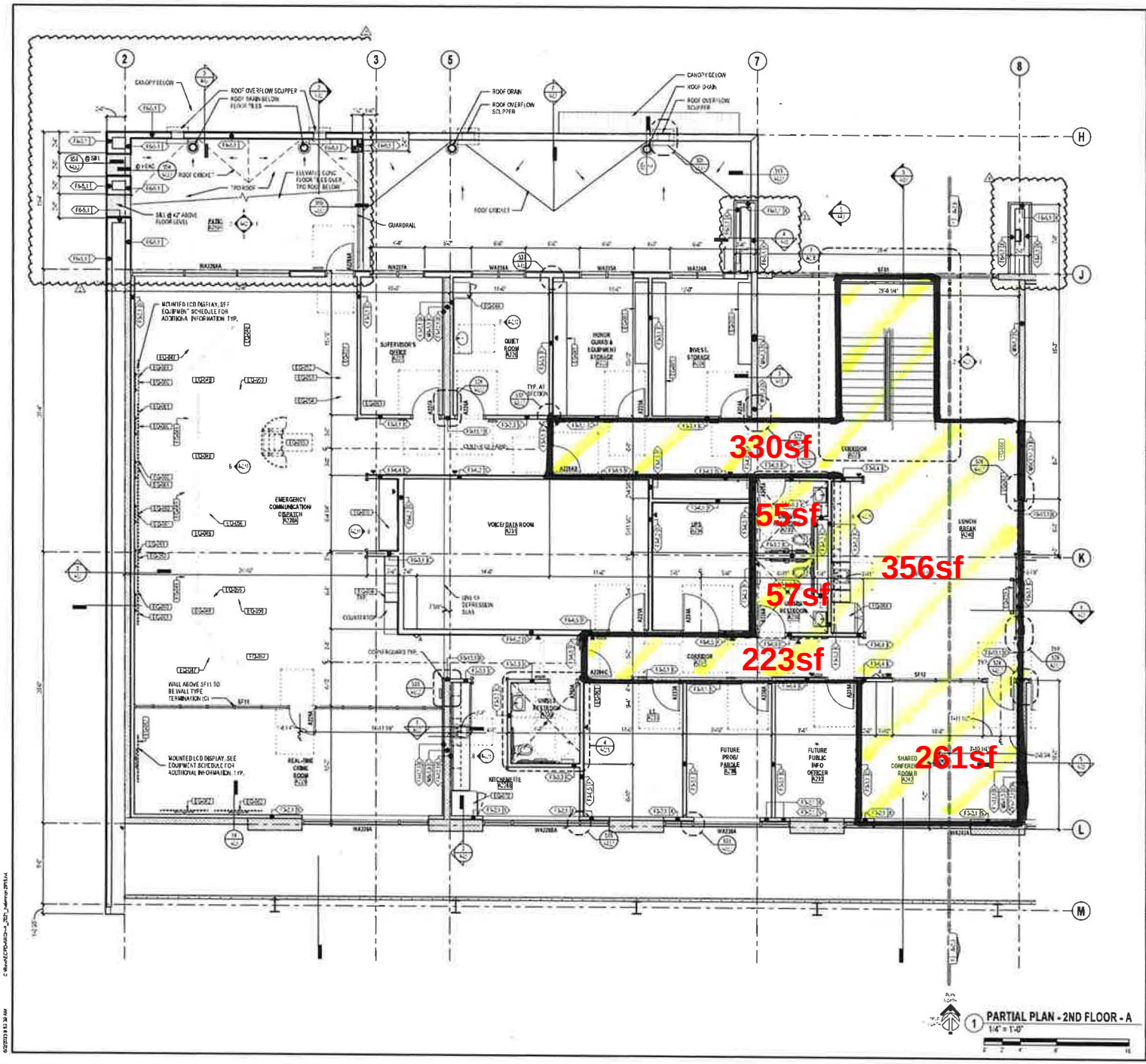
Arrington Watkins Architects

CITY OF EL CENTRO
POLICE STATION
150 N 11TH STREET, EL CENTRO, CA 92243
PROJECT NO-299-2101

SHEET TITLE:
ARCHITECTURAL PARTIAL FLOOR PLAN_BLDG A - 1ST FLOOR - C

SHEET NUMBER
A-2.7

100% CONSTRUCTION DOCUMENTS



LEGEND (FLOOR PLAN):

- CORNER GUARD - SEE DETAIL 14 AND 15/A5.0
- CJ — CONTROL JOINT - SEE DETAIL 6 OR 10 ON A4.0
- BOTTOM OF BOARD A.F.F.
- 8 IN 4 FT MOCKBOARD (TYPICAL, U.N.O.) MOUNT BOTTOM OF BOARD AT 36" A.F.F., U.N.O. PROVIDE BACKING WITHIN WALL AS NEEDED.
- BOTTOM OF BOARD A.F.F.
- 8 IN 4 FT MOCKBOARD (TYPICAL, U.N.O.) MOUNT BOTTOM OF BOARD AT 36" A.F.F., U.N.O. PROVIDE BACKING WITHIN WALL AS NEEDED.
- SEMI-RECESSED FIRE EXTINGUISHER CABINET SEE DETAIL 3/A4.0, 3.1
- RECESSED AUTOMATED EXTERNAL DEFIBRILLATOR CABINET SEE DETAIL 3/A2.4-0.3
- FURNITURE AND EQUIPMENT SHOWN AS DASHED IS NOT IN CONTRACT (N.I.C.)
- SOAP DISPENSER WALL AND COUNTER MOUNTED SHOWN AS HALF TONE DASHED IS NOT IN CONTRACT (N.I.C.) PROVIDED BY THE OWNER, G.C. INSTALL
- PAPER TOWEL DISPENSER SHOWN AS DASHED IS NOT IN CONTRACT (N.I.C.)
- EQUIPMENT SHOWN AS HALF TONE DASHED IS EXISTING AND NOT IN CONTRACT (N.I.C.) PROVIDED BY THE OWNER, G.C. INSTALL
- EQUIPMENT SHOWN AS HALF TONE SOLID IS IDENTIFIED IN INTERIOR DRAWINGS. SEE INTERIOR SHEETS FOR MORE INFORMATION.
- FLOOR MOUNTED OUTLET, SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION.

LEGEND (GENERAL):

- X — PLUMBING FIXTURES & ACCESSORIES REF. G-2.1
- PT-1 — FINISH LEGEND REF. A-5.2, A-5.4, A-4.1
- F4-1.1 P — WALL TYPES REF. A-1.5
- EQ-101 — EQUIPMENT REF. A-5.15
- INDICATES SIDE OF WALL WITH SPECIAL CONDITION REF. A-4.5

GENERAL NOTES (FLOOR PLAN):

A. ANY CONTRACTOR/SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING CONSTRUCTION RESULTING DIRECTLY OR INDIRECTLY FROM SAID OPERATIONS.

B. ANY REMOVAL OR DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED OR REPAIRED BY CONTRACTOR AT THE CONTRACTOR'S EXPENSE AND SHALL BE APPROVED BY THE OWNER AND ARCHITECT.

C. ALL MATERIAL AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTIONS BY THE OWNER AND ARCHITECT. THE OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO INDUSTRY STANDARDS OR SPECIFICATIONS.

D. FLOOR AND WALL OPENINGS, SLEEVES, VARIATIONS IN THE STRUCTURAL BUILDING ZONES, SLAB AREAS AND ALL OTHER ARCHITECTURAL, MECHANICAL, ELECTRICAL AND CIVIL REQUIREMENTS MUST BE COORDINATED BY THE CONTRACTOR BEFORE THE CONTRACTOR PROCEEDS WITH CONSTRUCTION.

E. DETAILS MARKED "TYP" OR "TYPICAL" SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY INDICATED OTHERWISE.

F. WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OR CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION ON THE PROJECT.

G. DETAILS MARKED "SIM" OR "SIMILAR" MEAN COMPARABLE CHARACTERISTICS FOR THE CONDITIONS NOTED, VERIFY SIMILAR DIMENSIONS OR NOTES ON DRAWINGS.

H. PROVIDE PLYWOOD UNDER GYPSUM BOARD AT ALL SECURITY WALLS UNLESS A CEMENT BACKBOARD IS USED FOR TILE.

I. PROVIDE WATER (MOISTURE) RESISTANT GYPSUM BOARD AT ALL TOILET ROOM PARTITIONS AND ROOMS CONTAINING SHOWERS THAT DO NOT HAVE A FINISH F.L.A. ALL AREAS RECEIVING A TILE FINISH. PROVIDE A CEMENT OR GYPSUM BACKERBOARD, UNLESS NOTED OTHERWISE.

J. SEAL FLOOR TO WALL AT ALL LOCATIONS SHOWN ON ARCHITECTURAL AND PLUMBING DRAWINGS.

K. SLOPE ALL CONCRETE SIDEWALKS AWAY FROM EXTERIOR DOORS A MAXIMUM OF 2% TO PREVENT WATER FROM RUNNING OR BEING BLOWN UNDER DOORWAYS AND TO PREVENT STANDING WATER FROM ACCUMULATING IN FRONT OF DOORS.

L. ALIGN EXTERIOR FACE OF MASONRY WALLS WITH GRIDS.

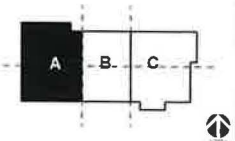
M. ALL EXPOSED INTERIOR FACES OF WOOD INSULATION WALLS RECEIVE ONE LAYER OF 5/8" GYPSUM WALLBOARD FOR FULL HEIGHT OF WALL, THIS INCLUDES ANY P.LENUM SPACES.

N. ALL INTERIOR CONCRETE SLABS ON GRADE SHALL BE CONCRETE OVER VAPOR BARRIER OVER COMPACTED GRAVEL, TYP.

O. DIMENSIONS
- IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS SECTIONS OR DETAILS ON DRAWINGS.
- ALL DIMENSIONS TO STUD PARTITIONS ARE TO THE FACE OF STUD UNLESS NOTED OTHERWISE.
- ALL ELEVATIONS ARE REFERENCED FROM TOP OF FINISH FLOOR BEING EQUAL TO 100'-0".
- ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BEFORE PROCEEDING WITH WORK.
- DIMENSIONS ARE NOT ADJUSTABLE WITHOUT APPROVAL OF THE ARCHITECT IN WRITING.
- MINIMUM CLEARANCE AND OTHER DISABLED ACCESS DIMENSIONAL REQUIREMENTS SHALL TAKE PRECEDENCE IN ALL CASES. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- DIMENSIONS AND GRAPHIC REPRESENTATIONS OCCURRING ON LARGER SCALED DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALED DRAWINGS.

P. SEAL ALL DISSIMILAR MATERIALS.

KEY PLAN



Arrington Watkins Architects
5240 North 16th Street, Suite 101
Phoenix, Arizona 85016
Telephone (602) 264-1771
Fax (602) 279-6110

© Copyright 2022

CITY OF EL CENTRO
POLICE STATION
150 N 11TH STREET, EL CENTRO, CA 92243
PROJECT NO-299-2101

KEY PLAN

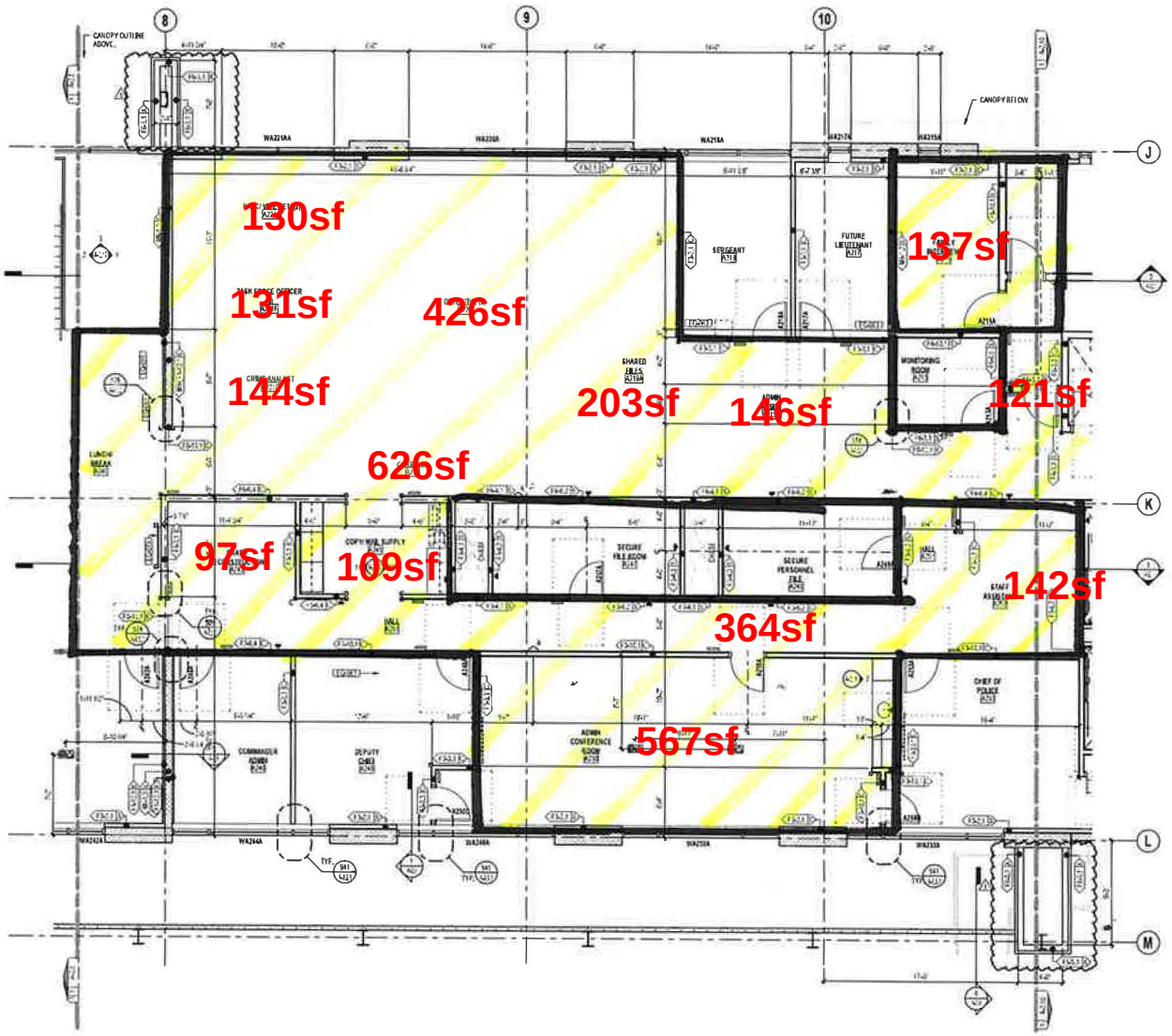
NO.	REVISION	DATE
1	PLANNING REVIEW COMMENTS	07/06/22
2	COORDINATION UPDATES	9/16/22

PROJECT NO. 299-2101
DATE 09/14/2022
DESIGNED BY NGRAH
DRAWN BY STUDIO
APPROVED BY MG

SHEET TITLE
ARCHITECTURAL
PARTIAL FLOOR
PLAN_BLDG A - 2ND
FLOOR - A

SHEET NUMBER:
A-2.8

100% CONSTRUCTION DOCUMENTS



1 PARTIAL PLAN - 2ND FLOOR - B
1/4" = 1'-0"

LEGEND (FLOOR PLAN):

- CORNER GUARD - SEE DETAIL 14 AND 15 A-6.3
- CONTROL JOINT - SEE DETAIL 3 ES TO 17 A-6.3
- BOTTOM OF BOARD A.F.F.
- 4ft x 8ft TACKBOARD (TYPICAL UNO) MOUNT BOTTOM OF BOARD AT 36" A.F.F. U.N.O. PROVIDE BACKING WITHIN WALL AS NEEDED.
- BOTTOM OF BOARD A.F.F.
- 4ft x 8ft WHITEBOARD (TYPICAL UNO) MOUNT BOTTOM OF BOARD AT 36" A.F.F. U.N.O. PROVIDE BACKING WITHIN WALL AS NEEDED.
- SEMI-RECESSED FIRE EXTINGUISHER CABINET SEE DETAIL 9/4 A-6.1.3
- RECESSED AUTOMATED EXTERNAL DEFIBRILLATOR CABINET SEE DETAIL 3/4.2 A-6.3.3
- FURNITURE AND EQUIPMENT SHOWN AS DASHED IS NOT IN CONTRACT (N.I.C.)
- SOAP DISPENSER WALL AND COUNTER MOUNTED SHOWN AS HALF "ONE DASHED IS NOT IN CONTRACT (N.I.C.) PROVIDED BY THE OWNER, G.C. INSTALL
- PAPER TOWEL DISPENSER SHOWN AS DASHED IS NOT IN CONTRACT (N.I.C.)
- EQUIPMENT SHOWN AS HALF "ONE DASHED IS EXISTING AND NOT IN CONTRACT (N.I.C.) PROVIDED BY THE OWNER, G.C. INSTALL
- EQUIPMENT SHOWN AS HALF "ONE DASHED" IS IDENTIFIED IN INTERIOR DRAWINGS. SEE INTERIOR ARCHITECTURAL NOTES AND SCHEDULES
- FLOOR MOUNTED DEVICE. SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION.

LEGEND (GENERAL):

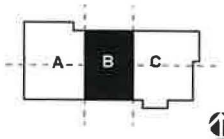
- (A) PLUMBING FIXTURES & ACCESSORIES REF. G-2.1
- (PF-1) FINISH LEGEND REF. A-6.2 A-6.4 A-6.5
- (1-A-1.1) WALL TYPES REF. A-6.5
- (EQ-001) EQUIPMENT REF. A-6.15
- INDICATES SIDE OF WALL WITH SPECIAL CONDITION REF. A-6.5

GENERAL NOTES (FLOOR PLAN):

A. ANY CONTRACTOR/SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING CONSTRUCTION RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS.
B. ANY REMOVAL OR DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED OR REPAIRED BY CONTRACTOR AT THE CONTRACTOR'S EXPENSE AND SHALL BE APPROVED BY THE OWNER AND ARCHITECT.
C. ALL MATERIAL AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTIONS BY THE OWNER AND ARCHITECT. THE OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO INDUSTRY STANDARDS OR SPECIFICATIONS.
D. FLOOR AND WALL OPENINGS, SLEEVES, VARIATIONS IN THE STRUCTURAL BUILDING BONDS OF FIT, SLEEVES AND ALL OTHER ARCHITECTURAL, MECHANICAL, ELECTRICAL AND CIVIL REQUIREMENTS MUST BE COORDINATED BY THE CONTRACTOR BEFORE THE CONTRACTOR PROCEEDS WITH CONSTRUCTION.
E. DETAILS MARKED "TYP" OR "TYPICAL" SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY INDICATED OTHERWISE.
F. WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OF CONSTRUCTION SHALL BE ESSENTIAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION ON THE PROJECT.
G. DETAILS MARKED "LIKE" OR "SIMILAR" REFER TO GENERAL CHARACTERISTICS FOR THE CONDITIONS NOTED. VERIFY SIMILAR DIMENSIONS OR NOTES ON DRAWINGS.
H. PROVIDE PLYWOOD UNDER GYPSUM BOARD AT ALL SECURITY WALLS UNLESS ATTACHMENT BACKBOARD IS USED FOR TILE.
I. PROVIDE WATER RESISTANT GYPSUM BOARD AT ALL TOILET ROOM PARTITIONS AND ROOMS CONTAINING SHOWERS THAT DO NOT HAVE TILE FINISH, AT ALL AREAS REQUIRING A TILE FINISH PROVIDE A CEMENT OR GYPSUM BACKERBOARD, UNLESS NOTED OTHERWISE.
J. SLOPE FLOOR TO DRAIN AT ALL LOCATIONS SHOWN ON ARCHITECTURAL AND PLUMBING DRAWINGS.
K. SLOPE ALL CONCRETE SIDEWALKS AWAY FROM EXTERIOR DOORS A MINIMUM OF 2% TO PREVENT WATER FROM RUNNING OR BEING BLOWN UNDER DOORWAYS AND TO PREVENT STANDING WATER FROM ACCUMULATING IN FRONT OF DOORS.
L. ALIGN EXTERIOR FACE OF MASONRY WALLS WITH GRIDS.
M. ALL EXPOSED INTERIOR FACES OF RIGID INSULATION SHALL RECEIVE (1) LAYER OF 5/8" GYPSUM WALLBOARD FOR FULL HEIGHT OF WALL, THIS INCLUDES ANY PLENUM SPACES.
N. ALL INTERIOR CONCRETE SLABS ON GRADE SHALL BE CONCRETE OVER VAPOR BARRIER OVER COMPACTED GRAVEL FILL.
O. DIMENSIONS
- IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS SECTIONS OR DETAILS OR DRAWINGS.
- ALL DIMENSIONS TO STUD PARTITIONS ARE TO THE FACE OF STUD UNLESS NOTED OTHERWISE.
- ALL ELEVATIONS ARE REFERENCED FROM TOP OF FINISH FLOOR BEING EQUAL TO 100-0.
- ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BEFORE PROCEEDING WITH WORK.
- DIMENSIONS ARE NOT ADJUSTABLE WITHOUT APPROVAL OF THE ARCHITECT IN WRITING.
- MINIMUM CLEARANCE AND OTHER DISABLED ACCESS DIMENSIONAL REQUIREMENTS SHALL TAKE PRECEDENCE IN ALL CASES. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- DIMENSIONS AND GRAPHIC REPRESENTATIONS OCCURRING ON LARGER SCALED DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALED DRAWINGS.

O. SEAL ALL DISSIMILAR MATERIALS.

KEY PLAN



Arrington Watkins Architects
5240 North 16th Street, Suite 101
Phoenix, Arizona 85016
Telephone: (602) 264-1371
Fax: (602) 279-8110
© Copyright 2023

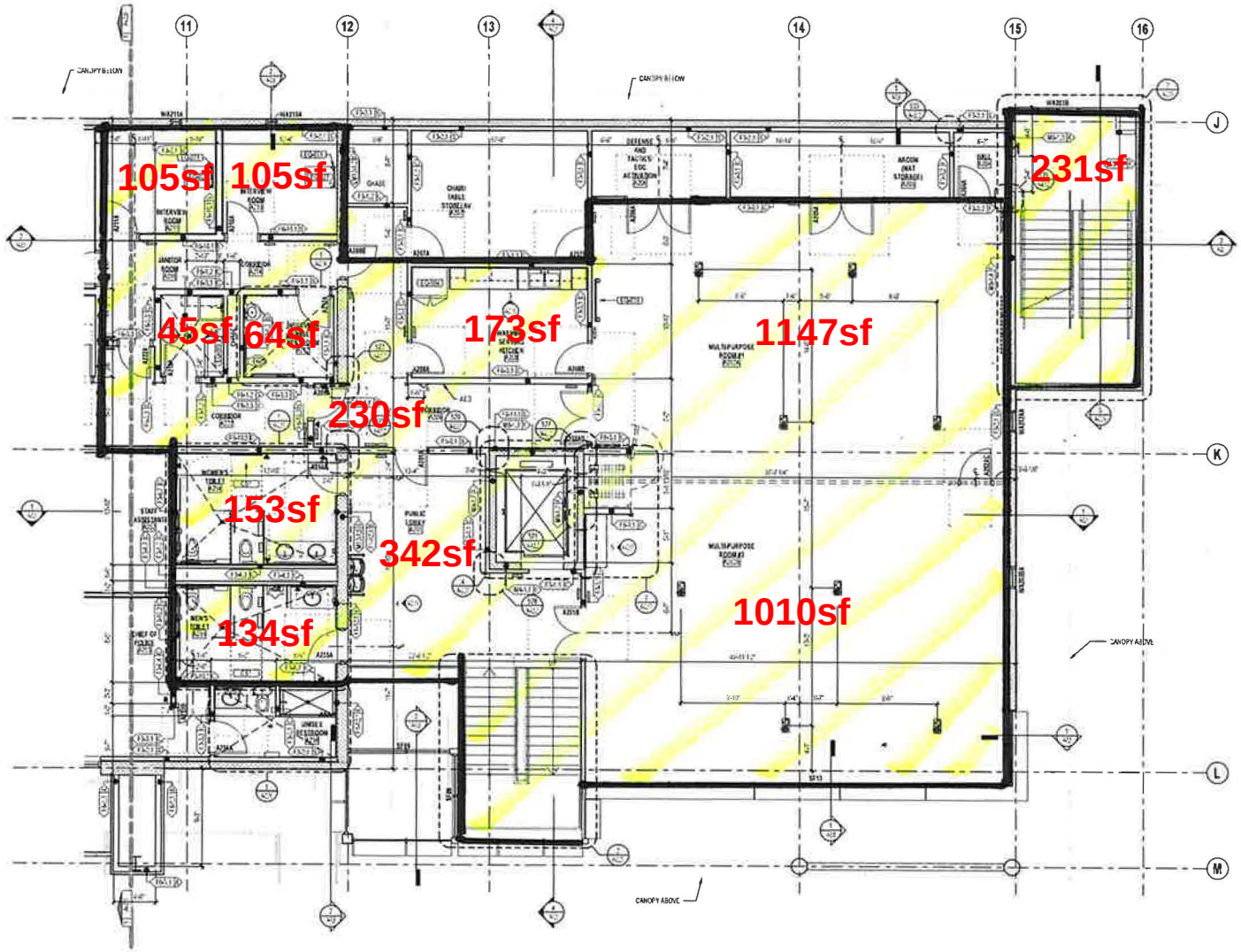
CITY OF EL CENTRO
POLICE STATION
150 N 11TH STREET, EL CENTRO, CA 92243
PROJECT NO-299-2101

KEY PLAN

NO.	REVISIONS	DATE
1	PERMIT REVIEW COMMENTS	05/23

PROJECT NO. 299-2101
DATE 06/14/2022
DESIGNED BY MGRAM
DRAWN BY SEE ABOVE
APPROVED BY MCL
SHEET TITLE
ARCHITECTURAL PARTIAL FLOOR PLAN_BLDG A - 2ND FLOOR-B
SHEET NUMBER
A-2.9

100% CONSTRUCTION DOCUMENTS



1 PARTIAL PLAN - 2ND FLOOR -C
1/4" = 1'-0"

LEGEND (FLOOR PLAN):

LEGEND (GENERAL):

GENERAL NOTES (FLOOR PLAN):

KEY PLAN

Arrington Watkins Architects
5240 North 16th Street, Suite 101
Phoenix, Arizona 85016
Telephone: (602) 264-3731
Fax: (602) 279-0110

© Copyright 2021

CITY OF EL CENTRO
POLICE STATION
150 N 11TH STREET, EL CENTRO, CA 92243
PROJECT NO-299-2101

KEY PLAN

NO.	REVISION	DATE
1	PERMIT REVIEW COMMENTS	07/20/2022

PROJECT NO. 299-2101
DATE 06/14/2022
DESIGNED BY WJ/MH
DRAWN BY SS/CS/DS
APPROVED BY MD

SHEET TITLE
ARCHITECTURAL PARTIAL FLOOR PLAN_BLDG A - 2ND FLOOR-C

SHEET NUMBER
A-2.10

100% CONSTRUCTION DOCUMENTS

EXHIBIT "C"
INSURANCE REQUIREMENTS

I. INSURANCE

A. The successful Contractor must be able to meet, at a minimum, the insurance requirements set out as Exhibit "C" to the sample form of Agreement and summarized as follows.

B. Insurance Requirements. Contractor shall provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives or employees. Insurance is to be placed with insurers with a Best rating of no less than A:

VII. Contractor shall provide the following scope and limits of insurance:

(i) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(i) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001.

(ii) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including Code 1 "any auto" and endorsement CA0025, or equivalent forms subject to the written approval of the City.

(iii) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all employees providing services on behalf of the Contractor and all risks to such persons under this Agreement.

(ii) Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:

(i) Commercial General Liability: Commercial General Liability Insurance, with minimum limits of at least $1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

(ii) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

(iii) Umbrella or Excess Liability Insurance.

A. CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance policy with limits at least as broad as the commercial general liability coverage that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary

coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions: A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; Pay on behalf of wording as opposed to reimbursement; Concurrency of effective dates with primary policies; Policies shall "follow form" to the underlying primary policies; and Insureds under primary policies shall also be insureds under the umbrella or excess policies.

B. Other Provisions. Insurance policies shall contain the following provisions:

(i) All Policies. No insurance policy shall be suspended, or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Clerk, City of El Centro, 1275 W. Main Street, El Centro CA 92243. Contractor agrees to provide City with thirty (30) days prior written notice of any reduction in coverage or limits, and/or the suspension or voiding of any coverage required herein. Notice shall be sent pursuant to subsection (1) above.

(ii) General Liability and Automobile Liability Coverage's.

(a) City, its officers, agents, and employees are to be covered as additional insured as respects: premises owned, occupied or used by Contractor, or automobiles owned, leased or hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, or employees.

(b) Contractor's insurance coverage shall be primary insurance as respect to City, its officers, officials, and employees. Any insurance maintained by City, its officers, officials, or employees shall apply in excess of, and not in contribution with, Contractor's insurance.

(c) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Waiver of subrogation in favor of the City.

(iii) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, and employees for losses arising from work performed by Contractor for City.

C. Other Requirements. The Contractor selected shall deposit with City, at or before the effective date of the Agreement, endorsed certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its

behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

(i) Contractor shall furnish certificates and endorsements from each sub-Contractor identical to those Contractor provides.

(ii) Any deductibles or self-insured retentions must be declared to and approved by City.

(iii) City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of City, the insurance provisions in this contract, form, and amount are insufficient, an increase may be required to provide adequate protection. City's requirements shall be reasonable and based on available insurance coverage, but shall be designated to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

(iv) The procurement of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder or other requirements of the Agreement.

D. Indemnification: In addition to liability insurance, the following indemnification is required:

Contractor shall indemnify, protect, defend and hold harmless the City and its officers, employees, agents, and volunteers against any and all claims or actions arising from any claim, demand or judgment for personal injury, wrongful death and/or property damage arising out of Contractor's alleged negligent acts, errors or omissions and for any claim therefore, including City's attorney fees. The provisions of this section shall not be deemed satisfied by the requirements of liability insurance required by the Agreement.

Levine Act Statement

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $500 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

This statement must be provided for the company and for each consultant who will work with the City.

City of El Centro Council Members as of the date of this RFP are as follows:

Sonia Carter
Sylvia Marroquin
Claudia Camarena
Marty Ellett
Michael Crankshaw

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any City of El Centro Council Member in the 12 months preceding the date of the issuance of this RFP? _____ YES _____NO
   If yes, please identify the Council Member: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than $500 to any City of El Centro Council Member in the three months following the award of the contract? _____ YES _____NO
   If yes, please identify the Council Member:_____

Answering yes to either of the two questions above does not preclude City of El Centro from awarding a contract to your firm. It does, however, preclude the identified Council Member from participating in the contract award process for this contract.

_____ _____

DATE (SIGNATURE OF CONSULTANT)

Effective April 30, 2025

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-142)

Item: 20.
Meeting: 5/6/2025 4:00 PM
Department: City Manager
Category: Action Item
Prepared by: Cindy De Zilwa, Management Assistant
Department Head: Daniel Paramo
DOC ID: 2025-142

Ratify Letter of Support - Guaranteed Income Pilot Program for Older Californians

CITY MANAGER'S RECOMMENDATION:

Ratify letter of support request from Institute of Local Government (ILG) as they are working with Comite Civico del Valle (CCV) to submit an application for grant funding for a pilot program through the California Department of Social Services (CDSS).

FISCAL IMPACT:

N/A

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

N/A

BACKGROUND:

The Guaranteed Income (GI) Pilot Program for Older Californians grant fund would provide low-income, vulnerable elderly residents with a monthly stipend of $750 for at least 12 months to help with essential needs such as housing and utilities. The pilot program is currently in the early planning stage, and gathering community input. This program will serve adults 60 or older, and are either eligible or enrolled in a means-tested benefit program, which means government assistance programs where eligibility is determined by individual or family income. Key challenges faced by older adults in California are:

- Housing insecurity and risk of homelessness
- Income insecurity and insufficient retirement savings
- Physical and mental health challenges
- Loneliness and isolation
- Complex healthcare coordination
- Benefits Cliff (transitioning from Medicaid to Medicare)

Guaranteed Income can provide financial support for a limited period to address immediate key challenges faced by older adults. CDSS intends for guaranteed income to be paired with optional supportive services to enable long-term stability, serving as a “bridge” to connect older adults to the broader social safety net.

DISCUSSION:

As part of the California Fiscal Year 2024-25 budget, an additional $5 million was approved to include older adults as a priority population. Prior to awarding of grant funds, the CDSS will engage in a series of listening sessions to benefit from feedback from community partners on the solicitation and evaluation.

A major strength of this application is Comite Civico del Valle's strong track record of serving the elderly in our region. From weekly distributions to targeted efforts during COVID, asthma mitigation, and extreme heat events, CCV has demonstrated its reach and trust within the senior community.

Interested organizations needed to respond to a competitive Request for Application (RFA) to the CDSS by April 18, 2025. Award announcements are expected on or around June 25, 2025.

CONCLUSION:

Ratify letter of support that was submitted to ILG by their requested deadline of April 17th, which the letter was part of their application submission.

ATTACHMENTS:

1. CDSS_GI_for_Older_Adults_Community_Listening_Session_Presentation_Nov._20,_20
2. Letter of Support - Pilot Program

California Department of Social Services
Guaranteed Income Pilot Program

Community Listening Session on Guaranteed Income for Older Adults
November 20th, 2024

Katie Clarkin
CDSS, Program Director

Alyssa Stratton
CDSS, Program Manager

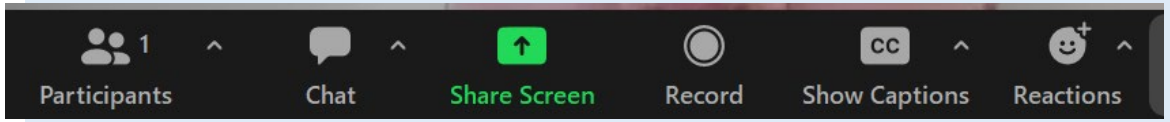
CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Quick Tech Before We Get Started….

1

Closed-Captioning

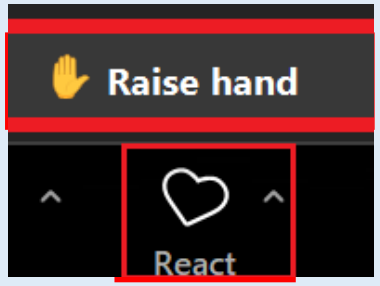
1. We have enabled close-captioning in English for everyone
2. In case it does not appear on your Zoom window - and you would like to have close-captioning- please enable it by selecting the CC symbol in the meeting controls

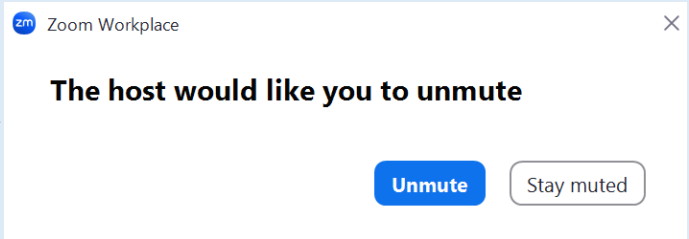


2

Going off Mute

1. All participants will be automatically muted upon entry.
2. You may freely use the "Q&A" feature throughout the session for any questions that come up, which will be answered during the Open Q&A.
3. To speak, please use the “Raise Hand” feature and wait for our team to “Unmute” you before speaking.





Host will call on participants with raised hands

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Welcome

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Who We Are

The **California Department of Social Services (CDSS)** supports programs which serve more than eight million people across our state. This work provides stability, opportunity, and promotes wellness throughout California.

The **Family Engagement and Empowerment Division (FEED)** of CDSS provides critical financial, food, and education and training support to individuals and families. The Division consists of three branches, including the California Work Opportunity and Responsibility to Kids and Family Resiliency Branch, the CalFresh and Nutrition Branch, and the Child and Adult Care Food Program Branch. In addition to these programs, FEED also oversees cross-cutting initiatives, including California's Guaranteed Income Pilot Program.

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Agenda

- Welcome and Introductions
- Overview of Guaranteed Income Pilot Program for Older Adults
  - Learnings to date: *Highlights from a Landscape Analysis*
  - Evaluation Outcomes of Interest
  - Parameters of Potential GI Pilots for Older Adults
  - Preview of Grantee Requirements
  - Update on Benefits Waivers
  - Preview Community Partner Survey
- Group Discussion
- Closeout

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

California Guaranteed Income (GI) Pilot Program Overview

- The first state-funded **California GI Pilot Program** was part of the Fiscal Year 2021-22 budget agreed to by Governor Newsom and the Legislature, with a budget of $35 million over 5 years.
- GI provides unconditional and recurring cash payments intended to support the basic needs of the recipients.
- After a competitive Request for Application process, CDSS is funding **seven pilots who are providing GI to nearly 2,000 former foster youth and pregnant people** across all major California regions.
- As part of the Fiscal Year 2024-25 budget, an additional $5 million was approved to include **older adults as a priority population.**

Statute: Welfare and Institutions Code (WIC) section 18997

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

GI Expansion To Older Adults

- **Budget of $5 million** over 5 years
- Will serve **adults 60 or older who are either eligible for or receiving a means-tested benefit**
- Currently CDSS is in the early stages of **program design and gathering community input**
- Request For Information (RFI) to be released Spring 2025 for eligible entities to apply for funds
- **Benefits counseling is required**

FY 2024/25 Budget Language

Preliminary Goals:

- ✓ Connect participants to the **broader social safety net**
- ✓ Focus on **housing and income security**

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Timeline of GI Program for Older Adults

2024 ★ 2030

Fall 2024 – Spring 2025
Community partner engagement

Fall 2024
Community partner survey launched

Spring 2025
Request for Information (RFI) release

Fall 2025
Grant(s) executed

Summer 2026
Enrollment begins/payments disbursed

Summer 2029
Latest disbursements conclude & grant wind-down

June 30, 2030
Program sunsets and report due

★ We are here

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

- Today's session is one of a broader series of listening sessions from the community that will inform the RFI process and provide an opportunity for community partners to learn more about the launch of this program.
- CDSS will provide more options for engagement, such as focus groups, interviews and online surveys.

Initial Research on Older Adults

Key Challenges Faced By Older Adults in California

- Housing insecurity and risk of homelessness
- Income insecurity and insufficient retirement savings
- Physical and mental health challenges
- Complex health care coordination
- Caregiving responsibilities and needs
- Loneliness and isolation
- Re-entry after justice involvement
- Benefits Cliff (i.e. Transitioning from Medicaid to Medicare)

Sample List of Public Benefits Available to Older Adults[1]

- **Food Assistance** (CalFresh, Senior Farmers' Market Nutrition Program, Commodity Supplemental Food Program)
- **Social Security** (Retirement Insurance Benefit, Supplemental Security Income)
- **Healthcare** (Medi-Cal, Medicare Savings Program)
- **Housing Benefits** (Section 811 Supportive Housing)
- **Tribal Benefits** (Food Distribution Program on Indian Reservations)

Guiding Principles for Providing Guaranteed Income to Older Adults

Guaranteed Income can provide financial support for a **limited period to address immediate key challenges faced by older adults**. CDSS intends for GI **to be paired with optional supportive services** to enable long-term stability, serving as a **"bridge" to connect older adults to the broader social safety net.**

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

1. 2024 research by the National Council on Aging and Urban Institute shows that 17+ million eligible Americans 65 and older are not enrolled in SNAP, SSI or Medicare Savings Program

Participant Outcomes for Consideration

1. Housing stability and reduced risk of homelessness
2. Income stability and reduced risk of poverty
3. Enhanced quality of life measures
4. Increased community engagement, and reduced sense of isolation
5. Improved access to healthcare services
6. Improved physical health and well-being
7. Improved mental health (such as reduced psychological stress)
8. Food security

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

During today's discussion, we welcome your input on potential outcomes that guaranteed income may have for older adults.

Parameters of GI Pilot for Older Adults

- *Applying for state funding:*
  - Prospective grantees must respond to an RFI
  - Top prospects may be invited to interview; grant awards announced thereafter.
  - Grant award up to $4.75M, no minimum
  - Funding match welcome, but not required
- *Eligibility to respond to RFI:*
  - Any public or private nonprofit entity in good standing and authorized to do business in California; tribal entity; local government entity; quasi-governmental entity; Area Agencies on Aging; or combination of these entities.
  - Must have experience:
    - Serving low-income older adults aged 60+ for 3 years minimum OR
    - Have provided direct cash assistance (e.g. GI) to older adults previously.
  - Must prove ability to directly reach priority population

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Parameters for GI Pilot for Older Adults

- *Recommendations for payment amount and duration:*
  - $500 per month at minimum
  - 6 months duration at minimum
  - 200 participants per grantee at minimum – numbers served should correspond with grant amount requested
  - Grantees may decide on cadence, e.g., lump sum, recurring or combination
- *Supportive services*
  - Pilots should demonstrate well-established and pre-existing ability to deliver key supportive services to older adults, including but not limited to, benefits counseling and connection, health care coordination, housing support, legal aid, and home based and community services.
- *Pilot Evaluation:* CDSS would like to explore...
  - Funding an existing pilot with already-funded research component that can be expanded using CDSS-funded disbursements, or
  - Collaborating with a self-funded research partner that can evaluate the impact of CDSS disbursements

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Eligibility Requirements for Organizations Seeking Funding

For all entities:

- STD 204: Payee data record
- Be "Active" and in good standing with:
  - California Secretary of State (SOS)
  - California Franchise Tax Board (FTB)
  - California Department of Tax and Fee Administration (CDTFA)
  - U.S. Department of Treasury - Proof that they are not on the Sanction List (in response to Russian Aggression in Ukraine).

For nonprofits ONLY:

- Financial Statements:
  - Submit a copy of the most recent and complete audited annual financial statement (within the past 12 months).
- Proof of 501(c)(3) or 501(c)(5) Status:
  - Be current and in good standing and provide proof of "Active" Legal Business Status from:
    - The California Secretary of State: California Department of Justice (DOJ)
    - Internal Revenue Service (IRS)

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Eligibility Requirements for Organizations Seeking Funding

The following will be required in order to receive a grant from the CDSS:

- Proof of up-to-date insurance certificates:
  - Commercial General Liability
    - Limits not less than $1,000,000 per occurrence/ $2,000,000 annual policy aggregate.
  - Automobile Liability
    - Limits not less than $1,000,000 combined single limit per accident.
  - Workers Compensation and Employers Liability
    - Liability limit of $1,000,000 for all employees engaged in the performance of the grant.
  - Professional Liability
    - Limits not less than $1,000,000 per occurrence/ $3,000,000 annual policy aggregate.
- For Public Agencies ONLY:
  - A copy of a Board Resolution or similar document authorizing the execution of grant between CDSS and the entity.

NOTE: Please see example "Terms and Conditions" on the CDSS website to understand terms and conditions for entering into grant agreements.

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Benefits Waivers

- Supplemental Security Income (SSI)
  - Social Security Administration has approved Assistance Based on Need (ABON) waiver
  - Payments to recipients must be wholly-government funded, but the whole program does *not* have to be.

- CalFresh (Supplemental Nutrition Assistance Program i.e. SNAP)
  - Requires that a portion of the payments are non-government funded.

- Public Housing through U.S. Department of Housing & Urban Development (HUD)
  - Approval may vary by region based on HUD Guidance

- Other benefit programs may be protected under existing waivers and policy interpretations from the foster youth and pregnancy GI Pilot Program. CDSS will verify the policies that will remain in place for the duration of the Older Adults program.
  - *We will follow-up after this session with a comprehensive list of benefit programs and potential impact of GI.*
  - *Let us know if there are other benefits that should be on this list.*

Pilots should know:

- ✓ Individual pilots will be responsible for securing local program waivers
- ✓ For programs with both government and non-government funding, disbursement platforms must be able to customize the payment source based on the benefits profile of each recipient (i.e., if they are receiving SSI or CalFresh, the participant can choose which to protect)
- ✓ Pilots are expected to offer benefits counseling to all eligible applicants.

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Community Partner Survey

- As part of its community engagement approach, CDSS welcomes all community partners to complete a **GI Pilot Program for Older Adults survey** *(to be shared after this session).*
- This survey is now live and will remain open until **December 31, 2024.**
- **We're interested in hearing from:** Eligible entities; other Local government, Philanthropy, Community Based Organizations, Social Enterprises, Researchers and Evaluators, Members of a community of practice are welcome to respond.
- **Goals of the survey:**
  - Learn more about existing or planned pilots and evaluations focused on older adults.
  - Gather feedback and insights on core needs of older adults, subpopulations with greater or specific needs, and key impact outcomes.
  - Inform the design of the RFI process by which CDSS will select grantees.

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Menti-poll Exercise

The goal of this exercise is to solicit your feedback on our **early ideas and considerations as we design the RFI and establish guidelines for organizations that may apply for funding to deliver a GI pilot for older adults**.

We wouldn't just select one model to include in the RFI; but rather gather suggestions on

- How to most effectively support low-income older adults in California with time-limited guaranteed income?
- What should we highlight as guidelines and scoring criteria when evaluating applications?

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

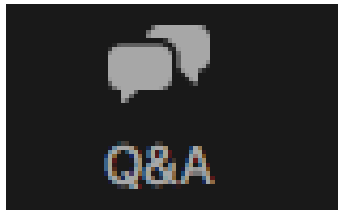
Join at **menti.com**

Enter the code **7246 2297** OR **Scan Here**

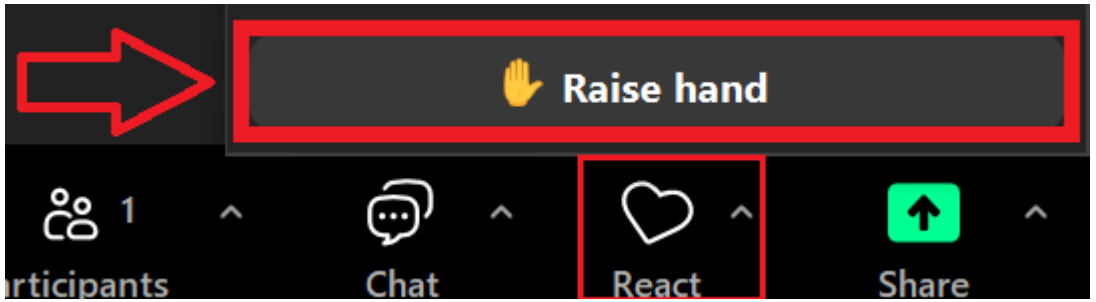
Open Q&A

What questions do you have for CDSS?

1. Please use the Q&A function on the bottom right corner to write questions for CDSS. Reminder that everyone will be able to see your question, but you may choose to ask anonymously.



2. Please use the "Raise Hand" feature first if you'd like to go off-mute to ask follow-up questions or respond to CDSS's comments. The host will invite participants to unmute if their virtual hand is raised.



CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Keep in touch!

Sign up for our mailing list

- Slides and recording from today's session to follow.
- Share your plans and feedback on the pilot program for older adults by completing our community partner survey by 12/31!
- More feedback for us? Feel free to email us at GIPilot.INFO@dss.ca.gov

Check our GI Pilot Program website for updates

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Thank You

Katie Clarkin
Program Director
Katie.Clarkin@dss.ca.gov

Alyssa Stratton
Program Manager
Alyssa.Stratton@dss.ca.gov

Office of Family Engagement & Empowerment Initiatives
California Department of Social Services

CDSS
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Mayor Pro-Tem and
Council Members

Sonia Carter
Sylvia Marroquin
Claudia Camarena
Marty Ellett

April 17, 2025

California Health and Human Services Agency
Department of Social Services
744 P Street
Sacramento, CA 95814

RE: Guaranteed Income Pilot Program

Dear Grant Reviewer,

On behalf of the City of El Centro, I am writing this letter in support of Comite Civico del Valle's (CCV) grant submission for Guaranteed Income Pilot for Older Adults Program. This letter denotes my commitment to working collaboratively with CCV in assuring the elderly are well informed of the opportunities from this program. I bolster this unique opportunity to develop a program to provide income security and bridge guaranteed income to longer term support to our vulnerable elderly populations.

Reaching our most vulnerable elderly population is challenging due to linguistic, social, economic, and geographic barriers. However, for over 38 years CCV has developed extensive infrastructure, networks, relationships, and grassroot methodologies and processes to serve the most vulnerable populations including children, seniors, farmworkers, and immigrants. CCV is a trusted grassroot organization founded by farmworkers with 100% of the organization's board and staff being Latinos who are from Imperial County committed to equity with deep roots in their community. CCV is trusted by our hard-to-reach elders because they are embedded in the community, know the families, speak the language, and value and live the culture. I have no reservations that CCV will go above and beyond to ensure success of this pilot for our elders as this has been their legacy with all their work in serving our community.

As a city located in one of California's most economically challenged and underserved regions, we face persistent systemic barriers, including high unemployment, food insecurity, limited access to health services, and rising housing instability. The Guaranteed Income Pilot Project presents a unique and transformative opportunity to support residents who are most often excluded from traditional safety net programs.

El Centro City Hall
1275 Main Street, El Centro, CA. 92243 (760) 337-4540

We strongly encourage the California Health and Human Service Agency to fund Comité de Valle's proposal. Their commitment, capacity, and community trust position them to successfully implement a Guaranteed Income program that can serve as a model for rural and border communities throughout California.

Thank you for your consideration. For any questions, please contact Interim City Manager Daniel Paramo, dparamo@cityofelcentro.org or (760) 337-4540.

Sincerely,

Sonia Carter
Mayor Pro-Tem
City of El Centro

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-147)

Item: 21.
Meeting: 5/6/2025 4:00 PM
Department: City Manager
Category: Presentation
Prepared by: Gloria Garcia , Staff Asssistant
Department Head: Mario Renteria
DOC ID: 2025-147

Mass Notification System Presentation

CITY MANAGER'S RECOMMENDATION:
Presentation Only.

FISCAL IMPACT:
N/A

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Community Health, Safety & Welfare

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/A

BACKGROUND:
N/A

DISCUSSION:
The City of El Centro's Mass Notification System is a vital communication tool designed to keep residents informed and safe. Through this system, the City can send real-time alerts and important updates directly to the public via text message, email, or phone call. Notifications may include emergency situations, road closures, weather-related hazards, community events, and other critical information. The system ensures that residents receive timely and accurate updates, helping them stay aware and make informed decisions. This service is free and available to all residents who register.

CONCLUSION:
N/A

ATTACHMENTS:
None

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-144)

Item: 22.
Meeting: 5/6/2025 4:00 PM
Department: City Manager
Category: Action Item
Prepared by: Cindy De Zilwa, Management Assistant
Department Head: Daniel Paramo
DOC ID: 2025-144

Ratify Letter of Support - SB 534 (Padilla): Salton Sea Region Green Empowerment Zone.

CITY MANAGER'S RECOMMENDATION:
Ratify letter of support request received from the Office of Senator Steve Padilla, for SB 534 - Salton Sea Region Green Empowerment Zone and Southwestern Desert Valleys.

FISCAL IMPACT:
N/A

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/A

BACKGROUND:
SB 534 proposes the establishment of the Salton Sea Region Green Empowerment Zone, a bold step forward to attract investment and promote inclusive, coordinated, and sustainable economic development across Imperial County, the Eastern Coachella Valley, and the Palo Verde Valley. The proposal reflects recommendations made by the Lithium Valley Blue Ribbon Commission, and builds on ongoing regional and state-level efforts to uplift communities historically left behind.

SB 534 creates a designated Empowerment Zone to help attract and draw down public and private investment. It also supports workforce development, infrastructure, health access, and clean energy growth. It provides a coordinated structure for long-term regional economic success, as well as establishing a governing board to oversee the Zone's operations.

DISCUSSION:
The region faces historic economic challenges and systemic barriers to sustained, action-oriented collaboration. Ag Green Empowerment Zone provides a platform for collaborating on and leveraging other efforts that benefit the region. These efforts include the Lithium Valley Specific Plan. SB 534 is modeled after a previously established Green Empowerment Zone in Contra Costa, and would allow the region to develop increased capacity, redress disparities, and draw down economic opportunities needed to sustain economic development.

SB 534 would task the empowerment zone with various duties, including, among other things, identification of projects and programs that will best utilize public dollars, distribute

benefits to disinvested communities, and most quickly improve the economic vitality of California's southwestern desert valleys, in a coordinated effort to support the development and equitable transition to a clean energy economy.

CONCLUSION:

Ratify letter of support that was submitted to the Office of Senator Steve Padilla by their deadline of May 1, 2025.

ATTACHMENTS:

1. SB 534 - Green Empowerment Zone Fact Sheet
2. Signed LOS - SB 534

CAPITOL OFFICE
1021 O STREET, SUITE 6640
SACRAMENTO, CA 95814
TEL (916) 651-4018
FAX (916) 651-4918

SAN DIEGO COUNTY DISTRICT OFFICE
780 BAY BOULEVARD, SUITE 204
CHULA VISTA, CA 91910
TEL (619) 409-7690

IMPERIAL COUNTY DISTRICT OFFICE
1224 STATE STREET, SUITE D
EL CENTRO, CA 92243
TEL (760) 335-3442

RIVERSIDE COUNTY DISTRICT OFFICE
82013 DR. CARREON BOULEVARD, SUITE L
INDIO, CA 92201
TEL (760) 398-6442

WWW.SENATE.CA.GOV/PADILLA
SENATOR.PADILLA@SENATE.CA.GOV

California State Senate

SENATOR
STEPHEN C. PADILLA
EIGHTEENTH SENATE DISTRICT

COMMITTEES

BUDGET SUBCOMMITTEE #4 ON STATE ADMINISTRATION AND GENERAL GOVERNMENT
CHAIR

MEMBER

AGRICULTURE

BUDGET

GOVERNMENTAL ORGANIZATION

HOUSING

NATURAL RESOURCES AND WATER

REVENUE AND TAXATION

SB 534 – Salton Sea Region Green Empowerment Zone

The Salton Sea Region suffers from a historic lack of public and private investment, which results in inadequate infrastructure to support economic development, poor air quality, high unemployment, workers without advanced and specialized skills, and limited access to health care. The California Environmental Protection Agency's CalEnviroScreen mapping tool identifies a majority of census tracts in the region as disadvantaged and disproportionately burdened by multiple sources of pollution.

Today, the Salton Sea Region stands at a critical juncture, with a chance to become a major domestic supplier of lithium. This opportunity could drive regional prosperity and create high-paid jobs, supported by well-articulated workforce training programs, expanded local supply chains, and new battery manufacturing and related R&D facilities. Central to this prosperity scenario is the region's ability to unite and attract private and public investment, paving the way for a brighter future.

Unfortunately, the region has experienced major boom-and-bust cycles - economic promises that have failed to deliver sustainable quality-of-life improvements to the residents and local communities. Name the state statistic, and Imperial County is usually near the top or the bottom, whichever is worse: unemployment, per capita income, welfare recipients, families below the poverty line, elderly living in poverty, and so on.

In 2020, Governor Newsom signed legislation establishing the Blue Ribbon Commission on Lithium Extraction in California. The commission brought together a broad spectrum of government, nonprofit, and other private sector stakeholders to help the state better understand lithium recovery's opportunities and potential challenges in California and the Salton Sea Region.

In its December 2022 report, the Blue Ribbon Commission recommended the establishment of an economic zone that would include Imperial County and the Eastern Coachella and Palo Verde Valleys. Federal, state, and local governments would recognize this zone, which would be eligible to compete for funding and investments.

To capture the full benefits of Lithium Valley renewable energy development, the southeastern desert valleys need a definitive economic development designation and structure that supports efficient resource attraction and fosters economic relationships between business, labor, and community.

SB 534 would establish the Salton Sea Region Green Empowerment Zone.

1. States the Zone's purpose is to attract public and private investments by facilitating regional collaboration and strategically leveraging economic, workforce, and community development incentives.
2. Highlights attracting investments to historically overlooked and left behind areas in the region.

3. Sets the maximum Zone boundaries to align with those identified in the Governor's Blue Ribbon Commission on the Development of Lithium Valley.
4. Authorizes a process for initiating the formation of the Empowerment Zone, which includes Imperial County adopting the first resolution and other jurisdictions adopting resolutions to join the Zone.
5. Requires the Empowerment Zone to be governed by a 54-member board of directors, including voting and non-voting members. The voting membership comprises representatives from nine stakeholder groups within the region.
6. Requires the formation of an executive committee to help facilitate the Board's activities.
7. Requires annual reporting based on specific metrics related to Empowerment Zone activities.
8. Sunsets the Zone on January 1, 2035.

The region faces historic economic challenges and systemic barriers to sustained, action-oriented collaboration. A Green Empowerment Zone provides a platform for collaborating on and leveraging other efforts that benefit the region. These efforts include the California Jobs First Regional Investment Initiative, the High Road Training Partnership on Lithium, and the Lithium Valley Specific Plan. SB 534 is modeled after a previously established Green Empowerment Zone in Contra Costa and would allow the region to develop increased capacity, redress disparities, and draw down economic opportunities needed to sustain economic development.

Staff Contact

Name: Alexis Castro
Title: Legislative Director
Email: Alexis.Castro@sen.ca.gov
Capitol Office: (916) 651 – 4018

Support

- Alianza Coachella Valley (joint sponsor)
- Communities for a New California (CNC) Action Fund (joint sponsors)
- Audobon California
- California Association of Recreation and Park Districts
- Cameo Network
- City of Imperial
- Coachella Valley Parents
- Comite Civico Del Valle
- Desert Healthcare District and Foundation
- Heber Public Utility District
- Imperial Valley Equity and Justice
- Inland Coalition for Immigrant Justice
- Inland Empire Latino Lawyers Association
- International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW)
- Jobs to Move America
- Lideres Campesinas
- Loma Linda University Adventist Health Sciences Center
- Los Amigos De La Comunidad
- The Becoming Project, Inc
- Universidad Popular

Mayor and Council Members

Sonia Carter
Marty Ellett
Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

April 28, 2025

The Honorable María Elena Durazo
Chair, Senate Local Government Committee
1021 O Street, Suite 7530
Sacramento, CA 95814

Re: Senate Bill 534 (Padilla): Salton Sea Region Green Empowerment Zone

Dear Senator Durazo,

On behalf of the City of El Centro, I am pleased to offer our strong support of SB 534, which would establish the Salton Sea Region Green Empowerment Zone.

The City of El Centro is nestled along Interstate 8, 120 miles from San Diego, and less than 20 miles from the Mexico Border. El Centro is the largest city within Imperial County. Our mission is to deliver exceptional services and opportunities that enable a vibrant and resilient community for residents, businesses and visitors, while celebrating our rich culture and diversity.

The Salton Sea Region suffers from a historic lack of public and private investment, which results in inadequate infrastructure to support economic development, poor air quality, high unemployment, workers without advanced and specialized skills, and limited access to health care. The California Environmental Protection Agency's CalEnviroScreen mapping tool identifies a majority of census tracts in the region as disadvantaged and disproportionately burdened by multiple sources of pollution.

Today, the Salton Sea Region stands at a critical juncture, with a chance to become a major domestic supplier of lithium. This opportunity could drive regional prosperity and create high-paid jobs, supported by well-articulated workforce training programs, expanded local supply chains, and new battery manufacturing and related R&D facilities. Central to this prosperity scenario is the region's ability to unite and attract private and public investment, paving the way for a brighter future.

Unfortunately, the region has experienced major boom-and-bust cycles - economic promises that have failed to deliver sustainable quality-of-life improvements to the residents and local communities.

El Centro City Hall
1275 Main Street, El Centro, CA. 92243 (760) 337-4540 Fax (760) 352-6177

Name the state statistic, and Imperial County is usually near the top or the bottom, whichever is worse: unemployment, per capita income, welfare recipients, families below the poverty line, elderly living in poverty, and so on.

In 2020, Governor Newsom signed legislation establishing the Blue Ribbon Commission on Lithium Extraction in California. The commission brought together a broad spectrum of government, nonprofit, and other private sector stakeholders to help the state better understand lithium recovery's opportunities and potential challenges in California and the Salton Sea Region.

In its December 2022 report, the Blue-Ribbon Commission recommended the establishment of an economic zone that would include Imperial County and the Eastern Coachella and Palo Verde Valleys. Federal, state, and local governments would recognize this zone, which would be eligible to compete for funding and investments.

To capture the full benefits of Lithium Valley renewable energy development, the southeastern desert valleys need a definitive economic development designation and structure that supports efficient resource attraction and fosters economic relationships between business, labor, and community

For these reasons, SB 534 (Padilla) would further the City of El Centro's goal of supporting workforce development, infrastructure, and health access, and we are proud to support SB 534(Padilla) and encourage your "aye" vote when it is heard in your committee.

Best regards,

Sonia Carter

Sonia Carter
Mayor

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2025-151)

Item: 23.
Meeting: 5/6/2025 4:00 PM
Department: City Clerk
Category: Informational Items
Prepared by: Norma Wyles, City Clerk
Department Head: Norma Wyles
DOC ID: 2025-151

Received and referred to Community Development Department, Application for Alcoholic Beverage License, Patriot Gas Truck Stop, Inc., 1963 Highway 111, El Centro, CA 92243-9729.

CITY MANAGER'S RECOMMENDATION:
Received and referred to Community Development Department, Application for Alcoholic Beverage License, Patriot Gas Truck Stop, Inc., 1963 Highway 111, El Centro, CA 92243-9729.

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

DISCUSSION:

CONCLUSION:

ATTACHMENTS:
1. Application for Alcoholic Beverage License - Patriot

Department of Alcoholic Beverage Control

State of California

CCND CITY CLERK'S
MAY 01 2025 AM10:39

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
34-160 GATEWAY DR.
STE 120
PALM DESERT, CA 92211
(760) 324-2027

File Number: **668679**
Receipt Number: **2992300**
Geographical Code: **1304**
Copies Mailed Date: **April 28, 2025**
Issued Date:

DISTRICT SERVING LOCATION: **PALM DESERT**

First Owner: **PATRIOT GAS TRUCK STOP INC**

Name of Business:

Location of Business: **1963 HIGHWAY 111**
EL CENTRO, CA 92243-9729

County **IMPERIAL**

Is Premises inside city limits **Yes** Census Tract: **0113.02**

Mailing Address:(If different from premises address) **PO BOX 2615**
RANCHO SANTA FE, CA 92067

Type of license(s): **20** Dropping Partner: Yes___ No___

Transferor's license/name: **552768 / 99 CENTS ONLY STORES LLC**

License Type	Transaction Type	Master	Secondary LT And Count
20 - Off-Sale Beer And Wine	PER/PRM	Y	

License Type	Transaction Description	Fee Code	Dup	Date	Fee
Application Fee	DBL TRF: PREMISES AND PERSON	NA	0	04/27/25	$1,105.00
20 - Off-Sale Beer And Wine	ANNUAL FEE	NA	0	04/27/25	$490.00
				Total	$1,595.00

Have you ever been convicted of a felony? **No**
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of IMPERIAL Date: April 27, 2025

Applicant Name(s)

PATRIOT GAS TRUCK STOP INC