



Council Meeting Agenda

JUNE 18, 2014

CITY COUNCIL CHAMBERS

3:30 P.M. Closed Session; 4:30 P.M. Regular Session

201 N. Broadway, Escondido, CA 92025

MAYOR	Sam Abed
DEPUTY MAYOR	Olga Diaz
COUNCIL MEMBERS	Ed Gallo John Masson Michael Morasco
CITY MANAGER	Clay Phillips
CITY CLERK	Diane Halverson
CITY ATTORNEY	Jeffrey Epp
DIRECTOR OF COMMUNITY DEVELOPMENT	Barbara Redlitz
DIRECTOR OF PUBLIC WORKS	Ed Domingue

ELECTRONIC MEDIA:

Electronic media which members of the public wish to be used during any public comment period should be submitted to the City Clerk's Office at least 24 hours prior to the Council meeting at which it is to be shown.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the name of the speaker, the comment period during which the media is to be played and contact information for the person presenting the media.

The time necessary to present any electronic media is considered part of the maximum time limit provided to speakers. City staff will queue the electronic information when the public member is called upon to speak. Materials shown to the Council during the meeting are part of the public record and may be retained by the Clerk.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same responsibilities regarding decorum and presentation as are applicable to live presentations.



Council Meeting Agenda

**June 18, 2014
3:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

ROLL CALL: Diaz, Gallo, Masson, Morasco, Abed

ORAL COMMUNICATIONS

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

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
 - a. **Agency Negotiator:** Sheryl Bennett, Clay Phillips
Employee Organization: Escondido City Employee Association: Supervisory Bargaining Unit
 - b. **Agency Negotiator:** Sheryl Bennett, Clay Phillips
Employee Organization: Non-Sworn Police Bargaining Unit
 - c. **Agency Negotiator:** Sheryl Bennett, Clay Phillips
Employee Organization: Escondido City Employee Association: Administrative/Clerical/Engineering Bargaining Unit

ADJOURNMENT



Council Meeting Agenda

**June 18, 2014
4:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the evening meeting. The City does not participate in the selection of speakers for this portion of the agenda, and does not endorse or sanction any remarks made by individuals during this time. If you wish to be recognized during this portion of the agenda, please notify the City Clerk in advance.

FLAG SALUTE

ROLL CALL: Diaz, Gallo, Masson, Morasco, Abed

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.

CONSENT CALENDAR

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

- 1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
- 2. APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
- 3. [APPROVAL OF MINUTES: Regular Meeting of May 21, 2014](#)**

4. **MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ESCONDIDO AND THE CITIES OF CARLSBAD, OCEANSIDE, SAN MARCOS AND VISTA FOR FUNDING OF AN AGREEMENT WITH THE SAN DIEGO REGIONAL ECONOMIC DEVELOPMENT CORPORATION -**

Request Council approve a Memorandum of Understanding (MOU) with the City of Escondido and the cities of Carlsbad, Oceanside, San Marcos and Vista; and authorize funding for Escondido's share of the agreement with San Diego Regional Economic Development Corporation to implement the North County Economic Development Collaborative Model.

Staff Recommendation: **Approval (City Manager's Office: Joyce Masterson)**

RESOLUTION NO. 2014-77

5. **BID AWARD FOR THE FISCAL YEAR 2013/2014 STREET MAINTENANCE PROJECT -**

Request Council authorize the award to All American Asphalt, determined to be the lowest responsive and responsible bidder; and authorize the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$1,467,296.49 for the FY 2013/2014 Pavement Maintenance Project.

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

RESOLUTION NO. 2014-73

6. **NOTICE OF COMPLETION FOR FISCAL YEAR 2013/2014 STREET REHABILITATION PROJECT -**

Request Council approve and accept the public improvements; and authorize staff to file a Notice of Completion for FY 2013/2014 Street Rehabilitation Project.

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

7. **FINAL ASSESSMENT ENGINEER'S REPORT FOR ZONES 1-37 OF THE CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2014/2015 -**

Request Council approve the Assessment Engineer's Report and the annual levy and collection of assessments in Zones 1-37 of the Escondido Landscape Maintenance Assessment District (LMD) for FY 2014/2015.

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

RESOLUTION NO. 2014-96

8. **REJECT ALL BIDS FOR THE VISTA VERDE RESERVOIR REPLACEMENT PROJECT - PHASE II**

Request Council reject all bids for the Vista Verde Reservoir Replacement Project - Phase II; and authorize staff to re-advertise for bids on the project.

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

RESOLUTION NO. 2014-94

CONSENT – RESOLUTIONS AND ORDINANCES (COUNCIL/SUCCESSOR AGENCY/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/Successor Agency/RRB at a previous City Council/Successor Agency/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

9. **MASTER AND PRECISE DEVELOPMENT PLAN, TENTATIVE SUBDIVISION MAP, ZONE CHANGE AND AMENDMENT TO THE SOUTH ESCONDIDO BOULEVARD NEIGHBORHOOD PLAN (SUB 13-0009) -**

Approved on June 11, 2014 with a vote of 4/0/1 (Masson abstained)

PUBLIC HEARINGS

10. TENTATIVE MAP WITH GRADING EXEMPTIONS AND DEVELOPMENT AGREEMENT (SUB 13-0003) -

Request Council approve the proposed 16-lot Tentative Map with Grading Exemptions and a Development Agreement with a five-year term to authorize construction of the residential subdivision within the North Broadway Deficiency Area.

Staff Recommendation: **Approval (Community Development Department: Barbara Redlitz)**

A) RESOLUTION NO. 2014-58 B) ORDINANCE NO. 2014-12 (Introduction and First Reading)

11. TENTATIVE MAP WITH GRADING EXEMPTIONS AND DEVELOPMENT AGREEMENT (SUB 13-0010) -

Request Council approve the proposed 16-lot Tentative Map with Grading Exemptions and a Development Agreement with a five-year term to authorize construction of the residential subdivision within the North Broadway Deficiency Area.

Staff Recommendation: **Approval (Community Development Department: Barbara Redlitz)**

A) RESOLUTION NO. 2014-59 B) ORDINANCE NO. 2014-13 (Introduction and First Reading)

12. FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, FISCAL YEAR 2014/2015 CIP BUDGET AND TRANSNET FIVE-YEAR LOCAL STREET IMPROVEMENT PROGRAM -

Request Council approve adoption of the Fiscal Years 2014/15 - 2018/19 Five-Year Capital Improvement Program (CIP) and the FY 2014/15 Project CIP Budgets; and approve the Regional Transportation Improvement Plan for 2014 and the TransNet Five-Year Local Street Improvement Program of Projects for Fiscal Years 2015 - 2019.

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**

A) RESOLUTION NO. 2014-29 B) RESOLUTION NO. 2014-30

CURRENT BUSINESS

13. PROPOSED CITY CHARTER FOR PLACEMENT ON THE NOVEMBER 4, 2014 BALLOT -

Request Council approve the form of the proposed City Charter for submission to the voters on November 4, 2014.

Staff Recommendation: **Approval (City Attorney's Office: Jennifer McCain)**

RESOLUTION NO. 2014-70

WORKSHOP

14. DEVELOPMENT STREAMLINING PROGRAM WORKSHOP -

Request Council receive and file information regarding staff's efforts to streamline the permit process and to incorporate flexibility for project applications, reviews and approvals.

Staff Recommendation: **Receive and File (Community Development Department: Barbara Redlitz)**

FUTURE AGENDA

15. [FUTURE AGENDA -](#)

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

Staff Recommendation: **None (City Clerk's Office: Diane Halverson)**

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

CITY MANAGER'S UPDATE/BRIEFING

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

- [CITY MANAGER'S UPDATE -](#)

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
June 25	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
July 2	-	-	No Meeting	-
July 9	-	-	No Meeting	-
July 16	-	-	No Meeting	-

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Submission of Speaker forms prior to the discussion of an item is highly encouraged. Comments are generally limited to 3 minutes.

If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications." Please complete a Speaker's form as noted above.

Nomination forms for Community Awards are available at the Escondido City Clerk's Office or at <http://www.escondido.org/city-clerks-office.aspx>

Handouts for the City Council should be given to the City Clerk. To address the Council, use the podium in the center of the Chambers, STATE YOUR NAME FOR THE RECORD and speak directly into the microphone.

AGENDA, STAFF REPORTS AND BACK-UP MATERIALS ARE AVAILABLE:

- Online at <http://www.escondido.org/meeting-agendas.aspx>
- In the City Clerk's Office at City Hall
- In the Library (239 S. Kalmia) during regular business hours and
- Placed in the Council Chambers (See: City Clerk/Minutes Clerk) immediately before and during the Council meeting.

AVAILABILITY OF SUPPLEMENTAL MATERIALS AFTER AGENDA POSTING: Any supplemental writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's Office located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

Please turn off all cellular phones and pagers while the meeting is in session.

**The City Council is scheduled to meet the first four Wednesdays
of the month at 3:30 in Closed Session and 4:30 in Open Session.
(Verify schedule with City Clerk's Office)**

**Members of the Council also sit as the Successor Agency to the CDC, Escondido Joint Powers
Financing Authority and the Mobilehome Rent Review Board.**

**CITY HALL HOURS OF OPERATION
Monday-Friday 8:00 a.m. to 5:00 p.m.**



If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4641. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

Listening devices are available for the hearing impaired – please see the City Clerk.

CITY OF ESCONDIDO
May 21, 2014
3:30 P.M. Meeting Minutes
Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, May 21, 2014 in the Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE

The following members were present: Deputy Mayor Olga Diaz, Councilmember Ed Gallo, Councilmember John Masson, and Mayor Sam Abed. Councilmember Michael Morasco absent. Quorum present.

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to recess to Closed Session. Ayes: Abed, Diaz, Gallo and Masson. Noes: None. Absent: Morasco. Motion carried.

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
- a. **Agency Negotiator:** Sheryl Bennett, Clay Phillips
Employee Organization: Escondido City Employee Association:
Administrative/Clerical/Engineering Bargaining Unit
 - b. **Agency Negotiator:** Sheryl Bennett, Clay Phillips
Employee Organization: Non-Sworn Police Bargaining Unit
 - c. **Agency Negotiator:** Sheryl Bennett, Clay Phillips
Employee Organization: Escondido City Employee Association: Supervisory
Bargaining Unit
- II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** 210 South Broadway
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Dr. Stanley Schaeffer
Under Negotiation: Price and Terms of Agreement

- b. **Property:** 1750 W. Citracado Parkway, #37
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Randall Farrar Trust
Under Negotiation: Price and Terms of Agreement

- c. **Property:** Multiple Locations/City Right of Way
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Verizon Wireless
Under Negotiation: Price and Terms of Agreement

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:28 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
May 21, 2014
4:30 P.M. Meeting Minutes

Escondido City Council
Mobilehome Rent Review Board

CALL TO ORDER

The Regular Meeting of the Escondido City Council and Mobilehome Rent Review Board was called to order at 4:30 p.m. in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

FLAG SALUTE

Mayor Abed led the flag salute.

ATTENDANCE

The following members were present: Deputy Mayor Olga Diaz, Councilmember Ed Gallo, Councilmember John Masson, and Mayor Sam Abed. Councilmember Michael Morasco absent. Quorum present.

Also present were: Clay Phillips, City Manager; Jennifer McCain, Assistant City Attorney; Jay Petrek, Assistant Planning Director; Ed Domingue, Public Works Director; Diane Halverson, City Clerk; and Liane Uhl, Minutes Clerk.

PROCLAMATIONS

Mayor Abed introduced Julianna Cherry, Historic Preservation Commission, and Carol Rea, Vice Chair of the Historic Preservation Commission, who accepted a proclamation for May as National Historic Preservation Month. Rozanne Cherry, Planning Department, presented a power point slide show and Carol Rea awarded certificates to five business owners for their unique vintage signs.

Mayor Abed introduced Lee Taylor, Parks and Open Space Supervisor; Dan Dunn, Senior Parks Maintenance Technician; and Rico Jimenez, Senior Water Distribution Technician, who accepted a proclamation for National Public Works Week May 18-24, 2014.

ORAL COMMUNICATIONS

Thomas Armstrong, Escondido, stated the Council Meeting audience should be allowed to applaud.

Tom Cowan, Escondido, urged Council to not raise the price of the Tiny Tots Program.

Mike O'Connor, Escondido, stated that fire engines should have four firefighter personnel.

Dinah Olds, Escondido, indicated a fence near her home that was on city property needed repair.

Coleen Windsor, SANDAG, gave a presentation on the new rapid MTS bus service called One Sweet Ride.

CONSENT CALENDAR

Assistant City Attorney Jennifer McCain requested one item be added to the agenda pursuant to Government Code Section 54954.1(b)(2); that the need to take immediate action arose subsequent to the posting of the agenda.

MOTION: Mayor Abed added item 15 to the agenda. Moved by Councilmember Masson and seconded by Councilmember Diaz that the following Consent Calendar items be approved. Ayes: Abed, Diaz, Gallo and Masson. Noes: None. Absent: Morasco. Motion carried.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: Regular Meeting of April 23, 2014**

4. **TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2014 -**
Request Council receive and file the Quarterly Investment Report. (File No. 0490-55)

Staff Recommendation: **Receive and File (City Treasurer: Kenneth C. Hugins)**

5. **EXTENSION OF THE SAN DIEGUITO RIVER PARK JOINT POWERS AUTHORITY AGREEMENT -** Request Council authorize extension of the Joint Exercise of Powers Agreement for the San Dieguito River Valley Regional Open Space Park Joint Powers Authority. (File No. 0600-10 [A-3103])

Staff Recommendation: **Approval (City Manager's Office: Joyce Masterson)**

RESOLUTION NO. 2014-66

6. **APPLICATION SUBMITTAL FOR INTEGRATED REGIONAL WATER MANAGEMENT GRANT FUNDING -** Request Council authorize the Director of Utilities or his designee to submit an application for Round 3 Prop 84 Integrated Regional Water Management (IRWM) grant funding in the amount of \$6,000,000 for Phase A of the Agricultural Reuse and Salt Reduction Project. (File No. 0480-70)

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

7. **SET THE DATE OF JUNE 11, 2014 FOR A PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTIONS OF NECESSITY AUTHORIZING THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS -** Request Council approve setting the date of June 11, 2014 at 4:30 p.m. for Public Hearings to consider adoption of Resolutions of Necessity authorizing the City Attorney to initiate condemnation proceedings to acquire the property rights across portions of Assessor Parcel Numbers 240-230-29, 30, 31 (Charles Norbert Lypps) and 241-171-01 (Djukic) for the construction of the Cemetery Pipeline Replacement Project. (File No. 0690-50)

Staff Recommendation: **Approval (City Manager's Office/Real Property: Charles Grimm)**

RESOLUTION NO. 2014-53

8. **FIRST AMENDMENT TO LEASE AGREEMENT WITH GRAND DENTISTRY AT 418 E. SECOND AVENUE** - Request Council authorize the Real Property Manager and City Clerk to execute a First Amendment to Lease Agreement with Grand Dentistry at 418 E. Second Avenue. (File No. 0600-10 [A3016])

Staff Recommendation: **Approval (City Manager's Office/Real Property: Charles Grimm)**

RESOLUTION NO. 2014-38

9. **APPROVAL OF A LINE OF CREDIT WITH ESCONDIDO EDUCATION COMPACT (EEC)** - Request Council approve a Line of Credit Agreement with the EEC for its financial obligations, up to the amount of \$30,000. (File No. 0600-10 [A-2922])

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**

RESOLUTION NO. 2014-55

10. **FINANCIAL REPORT FOR THE QUARTER ENDED MARCH 31, 2014** - Request Council receive and file the third quarter financial report for fiscal year 2013/2014. (File No. 0430-30)

Staff Recommendation: **Receive and File (Finance Department: Sheryl Bennett)**

CONSENT – RESOLUTIONS AND ORDINANCES (COUNCIL/SUCCESSOR AGENCY/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/Successor Agency/RRB at a previous City Council/Successor Agency/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

11. **PROPOSED AMENDMENT TO CHAPTER 22 OF THE ESCONDIDO MUNICIPAL CODE SECTION CONCERNING WASTEWATER DISCHARGE REGULATIONS FOR BREWERIES, WINERIES AND DISTILLERIES** – Approved on May 7, 2014 with a vote of 5/0 (File No. 0680-10)

ORDINANCE NO. 2014-11 (Second Reading and Adoption)

PUBLIC HEARINGS

12. **SHORT-FORM RENT INCREASE APPLICATION FOR WESTWINDS MOBILEHOME PARK** - Request Council approve the short-form rent increase application submitted by Westwinds Mobilehome Park granting an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 1.281% (an average of \$5.19) for the period of December 31, 2012 to December 31, 2013. (File No. 0697-20-9996)

Staff Recommendation: **Approval (Community Development Department: Barbara Redlitz)**

RRB RESOLUTION NO. 2014-04

Karen Youel, Housing Department, gave the staff report and presented a series of slides.

Mayor Abed opened the public hearing and asked if anyone would like to speak on this issue in any way.

Jim Younce, Owner's Representative, indicated he was available for questions.

Mayor Abed asked if anyone else wanted to speak on this issue in any way. No one asked to be heard. Therefore, he closed the public hearing.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to approve the short-form application and adopt RRB Resolution No. 2014-04. Ayes: Abed, Diaz, Gallo and Masson. Noes: None. Absent: Morasco. Motion carried.

- 13. SECOND PUBLIC HEARING ON PROPOSED CITY CHARTER** - Request Council hold a second public hearing on the proposed city charter for the City of Escondido; listen to public comments and suggestions; and provide direction on any changes to the proposed city charter. (File No. 0650-40)

Staff Recommendation: **Provide Direction (City Attorney's Office: Jennifer K. McCain)**

Jennifer McCain, Assistant City Attorney, gave the staff report.

Mayor Abed opened the public hearing and asked if anyone would like to speak on this issue in any way.

Nicole Downey, Escondido, stated she did not want a City Charter.

Mark Skok, Escondido, asked for examples how a Charter would benefit the City.

Don Greene, Escondido, stated the City should pay prevailing wages.

Mayor Abed asked if anyone else wanted to speak on this issue in any way. No one asked to be heard. Therefore, he closed the public hearing.

COUNCIL ACTION: Directed staff to return on June 18, 2014 with the proposed City Charter wording for the November ballot.

FUTURE AGENDA

14. FUTURE AGENDA -

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

Staff Recommendation: **None (City Clerk's Office: Diane Halverson)**

CURRENT BUSINESS

Assistant City Attorney Jennifer McCain requested one item be added to the agenda pursuant to Government Code Section 54954.1(b)(2); that the need to take immediate action arose subsequent to the posting of the agenda.

- 15. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, RATIFYING A LOCAL EMERGENCY PROCLAMATION** - Request Council ratify the Proclamation of the Existence of a Local Emergency, issued by the Assistant City Manager as Assistant Director of Emergency Services. (File No. 0110-20)

Staff Recommendation: **Approval (City Attorney's Office: Jennifer McCain, Assistant City Attorney)**

RESOLUTION NO. 2014-72

Fire Chief Michael Lowry gave an update on the fires in the county.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Diaz to ratify the Proclamation of the Existence of a Local Emergency, issued by the Assistant City Manager as Assistant Director of Emergency Services and adopt Resolution No. 2014-72. Ayes: Abed, Diaz, Gallo and Masson. Noes: None. Absent: Morasco. Motion carried.

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Gallo noted that the North County Transit District would not be raising fares this year.

Councilmember Masson stated the California League of City met where County Economic Development Commissions gave presentations on business information.

Deputy Mayor Diaz attended San Dieguito River Park Joint Authority and Coastal Commission meetings.

Mayor Abed announced that there were vacancies on the Building Advisory & Appeals Board and Historic Preservation Commission; SANDAG’s Rapid Bus and Move Forward Programs were progressing. One of the long-term projects for SANDAG was the widening of Highway 78.

CITY MANAGER’S UPDATE/BRIEFING

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

- **CITY MANAGER'S UPDATE –**

ORAL COMMUNICATIONS

None

ADJOURNMENT

Mayor Abed adjourned the meeting at 6:55 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: June 18, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Joyce Masterson, Director of Economic Development and Community Relations

SUBJECT: Memorandum of Understanding with the City of Escondido and the Cities of Carlsbad, Oceanside, San Marcos and Vista for Funding of an Agreement with the San Diego Regional Economic Development Corporation

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2014-77 approving a Memorandum of Understanding (MOU) with the City of Escondido and the cities of Carlsbad, Oceanside, San Marcos and Vista and authorizing funding for Escondido's share of the agreement with San Diego Regional Economic Development Corporation to implement the North County Economic Development Collaborative Model.

FISCAL ANALYSIS:

Funding for Escondido's contribution of \$23,000 annually for the North County Economic Development Collaborative Model is available through the proposed Fiscal Year 2014-2015 budget.

PREVIOUS ACTION:

On March 19, 2014, the City Council authorized the Mayor to execute a Memorandum of Understanding (MOU) for Business Retention and Attraction Cooperation between the City of Escondido and the cities of Carlsbad, Oceanside, San Marcos and Vista.

BACKGROUND:

The cities of Carlsbad, Escondido, Oceanside, San Marcos and Vista (North County Cities) are interested in developing and executing an economic development collaborative model that can be used in promoting economic development opportunities within the north county region.

To commission the North County Economic Development Collaborative Model, the North County Cities have designated the City of Carlsbad to contract with San Diego Regional Economic Development Corporation (EDC) for the required services, as set forth in the Scope of Work (Exhibit "1"). In turn, each City will contribute an equal financial share for the EDC work effort, based on the terms outlined in the attached memorandum of understanding (MOU), which is attached to Resolution No. 2014-77 as Exhibit "2". Per the MOU, the length of the proposed contract is two years and each City agrees to contribute \$46,000 (\$23,000 annually). The City of Carlsbad will collect the funds and make the required payments to EDC as outlined in the attached services agreement. The total cost for the service agreement is \$230,000 for which the EDC agrees to:

North County Cities MOU
June 18, 2014
Page 2

1. Plan, develop, coordinate and execute the North County 78 Corridor Economic Development Strategy and Programs.
2. Make recommendations associated with implementation of the new North County economic development brand, material development, target audience selection and advertising placement.
3. Lead and assist in business retention and recruitment in the North County area.

Staff recommends approval of the attached resolution, which authorizes the City Manager to execute the MOU with North County Cities for the development of the North County Economic Development Collaborative Model.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joyce Masterson". The signature is written in a cursive, flowing style.

Joyce Masterson
Director of Economic Development and Community Relations

RESOLUTION NO. 2014-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ESCONDIDO AND THE CITIES OF CARLSBAD, OCEANSIDE, SAN MARCOS AND VISTA FOR FUNDING OF AN AGREEMENT WITH THE SAN DIEGO REGIONAL ECONOMIC DEVELOPMENT COUNCIL TO IMPLEMENT THE NORTH COUNTY ECONOMIC DEVELOPMENT COLLABORATIVE MODEL

WHEREAS, the cities of Carlsbad, Escondido, Oceanside, San Marcos and Vista ("North County Cities") are interested in developing and executing an economic development collaborative model that can be used in promoting economic development opportunities within the north county region; and

WHEREAS, to facilitate that goal, the North County Cities have selected the San Diego Regional Economic Development Corporation ("EDC") as the organization best suited to provide the required services; and

WHEREAS, to commission the North County Economic Development Collaborative Model, the North County Cities have designated the City of Carlsbad to contract with San Diego Regional Economic Development Corporation ("EDC") for the required services as set forth in Exhibit "1," attached to this Resolution and incorporated by this reference; and

WHEREAS, in turn, each City will contribute an equal financial share for the EDC work effort, based on the terms outlined in the attached Memorandum of Understanding ("MOU"), which is attached as Exhibit "2," and incorporated by this reference; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said MOU;

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

1. That the above recitations are true.

2. That the City Manager and City Clerk are authorized to execute, on behalf of the City, the MOU. A copy of the MOU is attached to this Resolution as Exhibit "2" and incorporated by this reference.

**AGREEMENT BETWEEN CITY OF CARLSBAD
AND SAN DIEGO REGIONAL ECONOMIC DEVELOPMENT
CORPORATION FOR
NORTH COUNTY ECONOMIC DEVELOPMENT COLLABORATIVE
MODEL**

THIS AGREEMENT is made and entered into on _____, 2014 by and between the **City of Carlsbad, California**, a chartered municipal corporation (“City of Carlsbad”), and **San Diego Regional Economic Development Corporation**, a non-profit from San Diego, CA (“EDC”).

RECITALS

- (A) The cities of Carlsbad, Escondido, Oceanside, San Marcos, and Vista (individually, “City” and collectively “North County Cities”) are interested in developing, and executing a collaborative economic development model that can be used by the North County Cities in promoting economic development opportunities within the north county region (“North County Branding Program”).
- (B) To commission the North County Economic Development Collaborative, the North County Cities want the City of Carlsbad to contract with EDC for the required services (“Services”) pursuant to this Agreement which are set forth in the Scope of Work (“Scope of Work”), which is attached hereto as Exhibit A and incorporated herein by this reference. The total compensation payable to EDC under this Agreement for the Required Services is One Hundred Fifteen Thousand Dollars (\$115,000.00) each year for a total of Two Hundred Thirty Thousand Dollars (\$230,000) for two years.
- (C) In turn, pursuant to a Memorandum of Understanding, dated as of ____, 2014, among the North County Cities: (1) the City of Carlsbad has agreed to engage EDC to provide the services required for a North County Economic Development Collaborative Model pursuant to this Agreement; and (2) each City will pay to the City of Carlsbad a sum of Twenty-Three Thousand (\$23,000), representing one-fifth of the Contract Price (“City Contract Share”) each year over the two year contract term.
- (E) The City of Carlsbad requires the services of EDC to develop and execute a North County Economic Development Collaborative Model for the City of Carlsbad and the other North County Cities.
- (F) EDC represents that it is specially trained and possesses special skills, education, experience, and competency to perform the services and provide the advice needed to execute the scope of services.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City of Carlsbad and EDC agree as follows:

1. SERVICES TO BE PROVIDED BY EDC; TIMELINE

EDC shall act in a professional capacity to provide the City of Carlsbad with the services described in the Scope of Work. All services described in the Scope of Work shall be provided in substantial compliance with the Proposed Timeline included within the Scope of Work, except to the extent that a delay is caused by a material failure of the City of Carlsbad or another City to take timely actions described in the Scope of Work which are predicates to EDC's performance. EDC's work shall conform to all applicable statutes, laws, regulations, and professional standards for such work.

2. COMPENSATION

(a) Compensation for Services: The City of Carlsbad shall pay EDC a fixed fee not to exceed One Hundred Fifteen Thousand Dollars (\$115,000) annually for a total of Two Hundred Thirty Thousand Dollars (\$230,000) for performing all of the Services in the manner set forth in Payment for Services, attached hereto as Exhibit B and incorporated herein by this reference.

(b) Additional Services: In procuring this contract, EDC has made a good faith estimate, based on extensive experience in performing similar services for other entities, that EDC can complete the Services as outlined in Exhibit A. If in the course of the services EDC determines that additional services are necessary it shall notify the City of Carlsbad and upon receiving that notice, the City of Carlsbad will consult with the remaining North County Cities to determine if the Cities unanimously wish to have the City of Carlsbad engage EDC to perform that additional work, or other supplemental work ("Additional Work"). If the North County Cities determine that the City of Carlsbad should engage EDC to perform the Additional Work, the City of Carlsbad and EDC will prepare an amendment to this Agreement for the Additional Work describing the scope of the Additional Work and the compensation therefore to EDC, which additional cost shall be prorated among the North County Cities.

(c) Designated Employees: Designated Employees of EDC for purposes of naming the positions working on services as outlined in Exhibit A shall consist of:

1. President & Chief Executive Officer
2. Chief Operating Officer
3. Vice President, Economic Development

4. Manager, Economic Development
5. Manager, Economic Development
6. Coordinator, Economic Development

- (d) Billing; Expenses:
EDC shall bill the City of Carlsbad for services rendered under this Agreement.
- (e) Ceiling: In no event shall the City of Carlsbad be liable for more than the amounts set forth in paragraphs (a). Any Additional Work or greater expenses must be authorized in a written Amendment to this Agreement, executed by the City of Carlsbad City Manager and an authorized representative of EDC.

3. TERM OF AGREEMENT

- (a) This Agreement shall take effect on the date when the agreement is fully executed and shall be in force for the amount of time necessary to complete the Services, not to exceed two years unless terminated as described in subparagraph (b) below.
- (b) The City of Carlsbad may terminate this Agreement by tendering written notice to EDC no less than thirty (30) days prior to the termination date as clearly identified in the written notice. In such event, or upon request of the City of Carlsbad, EDC shall assemble all City documents in EDC's possession and put them in order for proper filing and closing, and deliver said documents to the City of Carlsbad by the termination date. In the event of termination, EDC shall be paid for completed work performed prior to the termination date. The City of Carlsbad shall make the final determination as to the portion of tasks completed and the proportionate compensation to be made.

4. ASSIGNMENT AND SUBCONSULTING

- (a) EDC shall not assign this contract, any part thereof, or any compensation due thereunder without the prior written consent of the City of Carlsbad.
- (b) EDC shall be fully responsible to the City of Carlsbad for any acts and omissions of EDC's sub-consultants, including persons either directly or indirectly employed by sub-consultants, in the event EDC subcontracts any of the work to be performed under this contract. EDC's responsibility under this paragraph shall be identical to EDC's liability for acts and omissions of EDC and employees of EDC. Nothing contained in this Agreement shall create any

contractual relationship between the City of Carlsbad and any sub-consultant of EDC, but EDC shall bind every sub-consultant and every sub-consultant of a sub-consultant by the terms of this contract applicable to EDC's work, unless such change, omission, or addition is approved in advance in writing by the City of Carlsbad. All sub-consultants are subject to the prior written review and approval of the City of Carlsbad.

- (c) All terms, conditions, and provisions hereof shall inure to and bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

5. COOPERATION OF CITY

With respect to the City of Carlsbad and its territory, the City of Carlsbad agrees to cooperate with EDC so it can satisfactorily perform the Services. Such cooperation shall include meeting with EDC, assisting in arranging meetings with others, and providing EDC with such non-confidential information that the City may have that may be relevant and helpful to EDC's performance of the Services ("Individual City Support"). For each North County City other than the City of Carlsbad, the City of Carlsbad shall provide EDC with a contact person at that other North County City which EDC can contact to receive Individual City Support from that City. After that contact person is identified to EDC, the City of Carlsbad shall have no further responsibility in providing Individual City Support for that North County City. It may be necessary for the City of Carlsbad or a North County City to share certain confidential and/or proprietary information or matter with EDC. The parties agree that such information and the results and developments therefrom are confidential and/or proprietary information belonging to the respective city. EDC agrees not to disclose to any third party any confidential or proprietary information. EDC will be responsible for its employees or agents complying with the provisions of this Agreement.

6. OWNERSHIP OF DOCUMENTS AND PRODUCTS, INDEMNIFICATION

- (a) In accordance with subsection (b) below, Works developed for the City of Carlsbad and North County Cities in connection with this Agreement are the exclusive and joint property of the City of Carlsbad and North County Cities. EDC agrees to deliver all Works to the City of Carlsbad upon completion of the Agreement. "Works" include but are not limited to editorial drafts, original copy, photographs, proofs, corrected proofs, camera-ready boards and similar editorial materials and all negatives, flats, engravings, photostats, drawings and other production materials. For procurements that are digital or information technology based, "Works" also include but are not limited to executable code, source

code, fixes, patches, updates, upgrades, documentation embedded or otherwise, original copy, and other production materials. EDC shall be responsible for delivering all Works to the City of Carlsbad no later than fifteen (15) working days from the date of final Agreement deliverables.

- (b) Work for Hire. EDC understands and agrees that any and all materials and deliverables that are subject to copyright protection that are developed in connection with the performance of this Agreement (Works) shall constitute a work for hire as that term is defined in the Copyright Act of 1976 (Act), as amended. As a result, all right, title and interest in and to all such Works shall belong exclusively, jointly and equally to the City of Carlsbad and North County Cities, including without limitation all copyrights and other intellectual property rights therein. If for any reason a Work is not deemed to be a work for hire, EDC hereby grants, transfers, sells and assigns, free of charge, exclusively to the City of Carlsbad and North County Cities, all title, rights and interest in and to said Work, including all copyrights and other intellectual property rights. EDC further agrees to execute and deliver to the City of Carlsbad and all North County Cities a confirmatory grant and assignment of all rights in and to Works and to execute any other proper document the City of Carlsbad and North County Cities deems necessary to ensure the complete and effective transfer of all rights in Works to the City of Carlsbad. EDC shall register all copyrightable Works (including Logo(s) developed) with the United States Copyright Office. The Certificate of Registration shall vest equally in the names of all North County Cities.

7. INDEMNIFICATION AND INSURANCE

- (a) During all phases of this Agreement, EDC agrees to defend, indemnify and save harmless City of Carlsbad, each North County City, and each of their officials, employees (collectively, "Indemnitees") from and against any and all claims, demands, losses, defense costs (including attorneys' fees), or liability of any kind or nature which the Indemnitees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with EDC's performance of this Agreement, excepting only claims resulting from the sole negligence, gross negligence, or willful misconduct of City of Carlsbad or a North County City.
- (b) Without limiting, EDC's indemnification, it is agreed that EDC shall maintain in force at all times during the performance of this

Agreement the following policy or policies of insurance covering its operations:

- (i) Comprehensive General Liability, including contractual liability, business automobile liability, and products and completed operations, all of which shall include coverage for both bodily injury and property damage, with a combined single limit of one million dollars (\$1,000,000).
 - (ii) Workers' Compensation coverage at statutory limits.
 - (iii) Professional Liability in the amount of one million dollars (\$1,000,000).
- (c) EDC's liability insurance policy shall contain the following clauses:
- (i) "City of Carlsbad, City of Escondido, City of Oceanside, City of San Marcos, and City of Vista are named as an additional insureds as respects the operations of the named insured performed under contract with the City of Carlsbad".
 - (ii) "It is agreed that any insurance maintained by the City of Carlsbad (or any North County City) shall apply in excess of, and not contribute with insurance provided by this policy".

All insurance policies required by this Section shall contain the following clause:

"This insurance shall not be canceled, limited or non-renewed until after thirty days written notice has been given to the City of Carlsbad".

- (d) Certificates of insurance evidencing the coverage's required by the clauses set forth above shall be filed with the City of Carlsbad prior to the effective date of this Agreement. This is a condition precedent to the formation of any obligation by the City of Carlsbad to compensate EDC under this Agreement.

8. CONFLICT OF INTEREST REQUIREMENT

EDC agrees that it shall comply with and be bound by all laws and regulations deriving from the relationship of EDC to the City of Carlsbad, and in particular with the Conflict of Interest laws, being Chapter 7 of Title 9 of the California Government Code, otherwise known as the Political Reform Act. As a condition precedent to the formation of this Agreement, EDC warrants and covenants that it is adequately informed regarding the obligations and duties imposed by the Political Reform Act and that to the

best of EDC's knowledge and belief, there exists no conflict of interest (within the meaning of the Political Reform Act) that would disqualify EDC from participation in influencing any decisions arising out of the performance of this Agreement. Prior to commencement of any work in the performance of this Agreement, EDC shall comply with the Conflict of Interest Code requirements of the City of Carlsbad.

9. NOTICES

Any notice, which either party may desire to give to the other party, must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of such party set forth below or such address as the parties may hereinafter designate by giving notice in the manner provided for herein. Any notice given by mail will be deemed given forty-eight (48) hours after such notice is deposited in the United States mail, addressed as provided, with postage fully prepaid.

To EDC: Lauree Sahba
 Chief Operating Officer
 San Diego Regional Economic
 Development Corporation
 530 B Street, 7th Floor
 San Diego, CA

To City: Christina Vincent
 Economic Development Manager
 City of Carlsbad
 1635 Faraday Avenue
 Carlsbad, CA 92008

10. MISCELLANEOUS

- (a) The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreement between the parties.
- (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- (c) EDC shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. The laws of the State of California shall govern and control the terms and conditions of this Agreement.
- (d) 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 San Diego, State of California.
- (e) No failure of either the City or EDC 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 or 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.
- (f) EDC and any Subcontractor(s) employed by EDC shall be independent contractors and not agents of City. Any provisions of this Agreement that may appear to give City any right to direct EDC concerning the details of performing the Scope of Work services, or to exercise any control over such performance, shall mean only that EDC shall follow the direction of City concerning the end results of the performance.
- (g) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Carlsbad, California , a chartered municipal corporation

San Diego Regional Economic Development Corporation, a non-profit from San Diego, CA

By: _____
Steve Sarkozy, City Manager

By: _____
Signature

ATTEST:
Barbara Engleson, City Clerk

Title

By: _____

By: _____
Signature

APPROVED AS TO FORM:
Celia Brewer, City Attorney

Title

By: _____

RISK MANAGEMENT REVIEW:
_____, Risk Manager

By: _____

EXHIBIT A SCOPE OF WORK

The five North County cities of Carlsbad, Escondido, Oceanside, San Marcos and Vista have requested input from the San Diego Regional Economic Development Corporation (EDC) relative to the execution, coordination and implementation of the “North County Economic Development Collaborative”.

Looking to gain greater economies of scale and better leverage existing resources, the North County collaborative would have access to the full resources of the 18 person staff of the EDC. To oversee delivery of the program the five North County Cities would be provided with the leadership of EDC’s Executive Management Team, including the President & CEO, Chief Operating Officer and Vice President of Economic Development. In addition, the five North County cities would have the full engagement of the core economic development team of EDC to execute the program.

To further support coordination and implementation of the program, EDC will commit a full-time employee and dedicated economic development professional to carry out the day to day activities of the North County Economic Development Collaborative. EDC will also provide two representatives from the North County Cities to serve on the EDC Board.

To help facilitate this work, the dedicated economic development professional, EDC Executive Management Team and EDC Economic Development Team will focus on these functions:

1. Plan, Develop, Coordinate & Execute the North County 78 Corridor Economic Development Strategy and Programs.
 - a. Coordinate the North County Cities economic development staff in the development and execution of the region wide economic development plan; known as an “Annual Program of Work”. Annual Program of Work will address issues of significant concern and opportunity to North County businesses.
 - b. EDC will complete a regional assessment of North County’s economic drivers, needs of businesses, the region’s talent retention and attraction issues, global competitiveness priorities, base realignment and/or closure concerns, and desired outcomes from each of the North County cities so as to develop the Annual Program of Work. The EDC will present its Annual Program of Work and past year’s successes to each City Council annually.
 - c. Quarterly communication by a representative of the EDC Executive Management Team with the five North County Mayors and respective city economic development staff.
 - d. Approximately three (3) months after the signing of the agreement, EDC will present a proposed Annual Program of Work for approval and implementation.

- e. After the approach for implementation is established, EDC will provide report on their performance related to the Annual Program of Work metrics to the North County partners on a monthly basis and/or as requested.
2. EDC will make recommendations associated with implementation of the new North County economic development brand, material development, target audience selection and advertising placement.
 - a. The economic development brand product created by Northstar Destination Strategies will provide recommendations and tactics which EDC will prioritize by short, medium, long term actions and no action. EDC will advise highest and best value to execute worthwhile recommendations provided by the economic development brand's product.
 - b. Any costs related to the creation of printed materials, websites and other necessary materials recommended by Northstar Destination Strategies will be outside of the scope of the contract and it is expected that each city will contribute to costs in an equal share once reviewed and approved and become an amendment to this agreement (reference Section 2(b): Additional Work).
 3. EDC will lead and assist in business retention and recruitment in the North County area.
 - a. EDC's full economic development team will work to identify qualified businesses for recruitment to the North County area in coordination with the North County Cities.
 - b. The dedicated position will work to maintain collaborative relationships with local trade associations, sub-regional economic development agencies and municipal departments across San Diego County to garner sector-specific information and support.
 - c. EDC will target delivery of comprehensive services to retain companies in the North County who may be threatening to leave the region, or expand in the region. The dedicated position and EDC economic development team will identify key corporate decision makers and steward delivery of timely, comprehensive proposals to companies at risk of leaving the region, relocating or expanding locally. The EDC will organize "red teams" with the North County Cities, industry associations, sub-regional economic development organizations and other service providers to leverage resources where necessary to retain, expand or attract the company.
 - d. EDC will provide monthly updates of companies threatening to leave, looking to expand and / or looking to relocate into the region for elected officials and community leaders to better understand the perspective and decision making process of corporate interests.
 - e. EDC will provide a quarterly economic snapshot electronically of the region's strengths to elected officials, community leaders and media as requested by the North County Cities.

EXHIBIT B PAYMENT FOR SERVICES

EDC will invoice the City of Carlsbad on a monthly basis for \$9,583.33 per month for a total of 24 months and a maximum total amount not to exceed \$230,000.

Payments will be made within 30 days of receipt.

**MEMORANDUM OF UNDERSTANDING BY AND AMONG THE CITIES
OF CARLSBAD, ESCONDIDO, OCEANSIDE, SAN MARCOS
AND VISTA FOR FUNDING OF
A NORTH COUNTY ECONOMIC DEVELOPMENT COLLABORATIVE MODEL**

This Memorandum of Understanding (“MOU”) is made and entered into on June ____, 2014 by and among the cities of Carlsbad, Escondido, Oceanside, San Marcos and Vista (individually “City” and collectively, “North County Cities” or “Cities”).

RECITALS

A. The North County Cities are interested in collectively developing a economic development collaborative that can be used by the North County Cities in promoting economic development opportunities within the north county region (“North County Economic Development Collaborative Model”). To facilitate that goal, the North County Cities selected the San Diego Regional Economic Development Corporation (“EDC”) as the organization best suited to provide the required services.

B. To commission the North County Economic Development Collaborative Model, the North County Cities want the City of Carlsbad to contract with EDC for the required services. In turn, each City will contribute an equal financial share to compensate EDC based on the terms set forth in this MOU.

C. The City of Carlsbad has engaged EDC for the North County Economic Development Collaborative Model pursuant to a services agreement (“EDC Services Agreement”), which is attached hereto as Exhibit 1 and incorporated herein by this reference. The work to be provided by EDC is set forth in a Scope of Work which is attached as Exhibit A to the EDC Services Agreement (“Scope of Work”).

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the five Cities agree as follows:

1. EDC Services Agreement

(A) The Cities acknowledge that EDC and the City of Carlsbad have executed the EDC Services Agreement on behalf of the North County Cities, dated as of June ____, 2014, which will become effective upon the complete execution of this MOU by each of the five Cities. Performance of the EDC Services Agreement is intended to result in the production of a North County Economic Development Collaborative Model as more particularly described in the EDC Services Agreement and its attachments. For that work, EDC will receive Two Hundred Thirty Thousand (\$230,000.00) over the two

year contract length or One Hundred Fifteen Thousand (\$115,000) annually, assuming the full expense allotment is used (“Contract Price”).

(B) The City of Carlsbad makes no representation regarding the completeness, or quality of the work that EDC will produce under the EDC Services Agreement. In directing EDC pursuant to the EDC Services Agreement, the City of Carlsbad will, when reasonably possible, provide direction based on the consensus of all Cities. If consensus is not obtained after a consultation period with all North County Cities of Thirty Days (30) days has elapsed, and if the Cities have not acted collectively to amend or terminate this MOU or the EDC Services Agreement, the City of Carlsbad reserves the right to provide direction to EDC to assure that its efforts are not stopped, stalled or otherwise delayed.

2. Cooperative Efforts

For EDC to successfully complete the North County Economic Development Collaborative Model, each North County City must: (1) provide EDC with information about the city, its community, its businesses, and its other attributes; (2) make available to EDC representatives from city government, civic groups, business groups and others comprising the city; (3) identify venues within the city for meetings, (4) participate in meetings with EDC and other North County Cities for the development and refinement of elements of the North County Economic Development Collaborative Model; and (5) otherwise participate in the development of the North County Economic Development Collaborative Model in the manner described in the Scope of Work.

3. Payments for Funding the EDC Services Agreement

(A) To fund the EDC Services Agreement, each City will allocate and pay on July 1 to the City of Carlsbad a sum of Twenty-Three Thousand (\$23,000), representing one-fifth of the Contract Price (“City Contract Share”) each year over the two year contract length. The City of Carlsbad will hold the City Contribution for each City, including the City of Carlsbad, and collectively use those City Contributions to make payments due to EDC under the EDC Services Agreement.

(B) Should it be determined that a change in the Scope of Work is advisable which will require additional funds beyond the Contract Price or that additional funds be needed to complete the Scope of Work to the standards originally envisioned, the City of Carlsbad shall notify the North County Cities of the additional services which are available (“Additional Services”) and the price for those services (“Supplemental Cost”). With that notice, the City of Carlsbad will provide the North County Cities with a

proposed Addendum to the EDC Services Agreement (“Services Agreement Addendum”) describing the Additional Services to be provided at the Supplemental Cost. Based on those materials, each North County City will be asked to execute an addendum to this MOU (“MOU Addendum”) to enable the City of Carlsbad to fund the Additional Services. Should each North County City execute the MOU Addendum, then within ten (10) days thereafter: (1) each North County City shall transfer to the City of Carlsbad a sum equal to one-fifth of the Supplemental Cost; and (2) the City of Carlsbad will execute the Services Agreement Addendum.

(C) Following the completion or termination of the EDC Services Agreement, the City of Carlsbad shall determine if any amount is left unexpended from the collective City Contributions and shall return to each North County City a sum equal to one-fifth of that amount.

4. TRADEMARK AND COPYRIGHT OF WORKS

The North County Cities recognize that EDC will generate graphics, taglines and other materials (“Works”) which may require a trademark, copyright, or similar registry to be protected under Federal or State law, which shall be obtained by EDC, or its subcontractor, for the benefit of Carlsbad and the North County Cities. The North County Cities acknowledge that each, as an owner of a trademark, will responsible to police infringing uses of its trademark. If the North County Cities do not enforce its trademark rights or otherwise fail to maintain quality control over the trademark (i.e. a naked license), trademark rights may be lost. This is also true regarding the responsibility to police infringing uses of their copyrights. The North County Cities agree that they will reasonably police their intellectual property rights and promptly take reasonable steps to prevent infringing and unauthorized use of their trademarks and copyrights. Upon learning of a potential infringement or unauthorized use, the North County Cities shall meet, discuss and select an appropriate course of action to reasonably prevent infringement or unauthorized use of their intellectual property rights.

5. MISCELLANEOUS

(A) The terms of this MOU are intended by the parties as a final expression of their agreement with respect to such terms as are included in this MOU and may not be contradicted by evidence of any prior or contemporaneous agreement. This MOU specifically supersedes any prior written or oral agreement between the parties.

(B) This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

CITY OF VISTA

CITY OF ESCONDIDO

By: _____
PATRICK JOHNSON, City Manager

By: _____
CLAY PHILLIPS, City Manager

ATTEST:
Marci Killian, City Clerk

ATTEST:
Diane Halverson, City Clerk

By: _____

By: _____

APPROVED AS TO FORM:
Darold Pieper, City Attorney

APPROVED AS TO FORM:
Jeffrey R. Epp, City Attorney

By: _____

By: _____

(Signatures continued on next page.)

CITY OF OCEANSIDE

By: _____
STEVE JEPSEN, City Manager

ATTEST:
Zach Beck, City Clerk

By: _____

APPROVED AS TO FORM:
John Mullen, City Attorney

By: _____

CITY OF SAN MARCOS

By: _____
JACK GRIFFIN, City Manager

ATTEST:
Phillip Scollick, City Clerk

By: _____

APPROVED AS TO FORM:
Helen Holmes Peak, City Attorney

By: _____

CITY OF CARLSBAD

By: _____
STEVE SARKOZY, City Manager

ATTEST:
Barbara Engleson, City Clerk

By: _____

APPROVED AS TO FORM:
Celia A. Brewer, City Attorney

By: _____

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5
Date: June 18, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Matthew Souttere, Associate Engineer

SUBJECT: Bid Award for the FY 2013/2014 Street Maintenance Project

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-73 authorizing the bid award to All American Asphalt, determined to be the lowest responsive and responsible bidder; and authorizing the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$1,467,296.49 for the FY 2013/2014 Pavement Maintenance Project.

FISCAL ANALYSIS:

The lowest responsive bid is 11% lower than the Engineers estimate of \$1,650,000. Due to the favorable bids, staff requests authorization to approve change orders up to 15% over the contract amount. This would bring the contract total to \$1.69M, and would result in an annual investment in the City's pavement maintenance program of \$4.7M, including project management costs.

BACKGROUND:

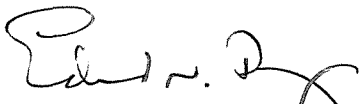
This project is the second of a two part annual maintenance program. The project includes the application of crackseal, surface pavement treatments and seal coats to selected streets. Combined, the two projects will maintain over 3.75 million square feet of pavement.

This year's pavement program focuses on residential streets located in Zone ES, which includes the area south of E. Valley Parkway, east of Ash Street, and extends to the city limits on the south and east sides. In addition, substantial work will take place on Ash Street, Oak Hill Drive, Rose Street, and Valley Parkway.

Bid Award for the FY 2013-2014 Street Maintenance Project
June 18, 2014
Page 2

On June 5, 2014, the City of Escondido received five (5) sealed bids in response to its advertised request for bids on this project. Three bids were determined to be nonresponsive due to failure to properly fill out the bid bond. Staff recommends that the bid submitted by All American Asphalt be considered the lowest responsive and responsible bid, and that the contract be awarded in the amount of \$1,467,296.49.

Respectfully submitted,



Edward N. Domingue, P.E.
Public Works Director/City Engineer



Matthew C. Souttere
Associate Engineer

RESOLUTION NO. 2014-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AWARDING A BID FOR THE FY 2013/2014 STREET MAINTENANCE PROJECT AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT WITH ALL AMERICAN ASPHALT

WHEREAS, the City Council has allocated funding for the FY 2013/2014 Street Maintenance Project ("Project"); and

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

WHEREAS, pursuant to said notice, five (5) sealed bids for the Project were opened and evaluated on June 5, 2014; and

WHEREAS, All American Asphalt was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award this contract to All American Asphalt in the amount of \$1,467,296.49; and

WHEREAS, the Public Works Director/City Engineer requests City Council authorization to approve change orders up to fifteen percent (15%) of the contract amount;

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

1. That the above recitations are true.
2. That the Mayor and the City Clerk are authorized to execute, on behalf of the City, a Public Improvement Agreement with All American Asphalt in substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "1," and subject to final approval as to form by the City Attorney.
3. The Director of Public Works/City Engineer is authorized to approve change orders up to fifteen percent (15%) of the contract amount.

PUBLIC IMPROVEMENT AGREEMENT

This "Agreement", dated the _____ day of _____, 20____, in the County of SAN DIEGO, State of California, is by and between **THE CITY OF ESCONDIDO** (hereinafter referred to as "CITY"), and _____ (hereinafter referred to as "CONTRACTOR").

The CITY and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The complete contract includes all of the Project Documents described in the General Conditions, which are incorporated by reference. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform, within the time set forth in Paragraph 4 of this Agreement, everything required and reasonably inferred to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for construction of

FY 13-14 STREET MAINTENANCE PROJECT

All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications and all provisions of the complete contract as hereinabove defined. The CONTRACTOR shall be liable to the CITY for any damages and resulting costs, including consultants' costs, arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project documents. Such protest shall not be effective unless reduced to writing and filed with the CITY within **three (3) working days** of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project documents.

3. CITY shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of _____ Dollars (\$_____).
4. The work shall be commenced on or before the twenty-first (21st) day after receiving the CITY'S Notice to Proceed and shall be completed within **Forty (40) working days** from the date specified in the Notice to Proceed.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage(s), in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to CITY as fixed and liquidated damages, and not as a penalty, the

sum(s) indicated in the LIQUIDATED DAMAGES SCHEDULE below for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the CITY as provided in the General Conditions.

Liquidated damages schedule:

If the overall project is delayed **one (1) calendar day or more**, the rate shall be \$500/day.

Acknowledged: _____
Initials of Principal

- 6. In the event CONTRACTOR, for a period of **ten (10) calendar days** after receipt of written demand from CITY to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, or to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said **ten (10) calendar days**, fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor, or demanding the surety hire another contractor, or by any combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY. The permissible charges for any such procurement of the completion of said work should include actual costs and fees incurred to third party individuals and entities (including, but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by CITY for the increased dedication of time of CITY employees to the Project.

- 7. To the fullest extent permitted by law, the CONTRACTOR agrees to and does hereby agree to fully defend, indemnify and hold the CITY, its governing board, officers, agents, Project design team members (architect and consulting engineers), consultants, attorneys, and employees harmless of and from each and every claim, assertion, action, cause of action, arbitration, suit, proceedings, or demand made, and every liability, loss, judgment, award, damage, or expense, of any nature whatsoever (including attorneys' fees, consultant costs), which may be incurred by reason of:
 - (a) Asserted and/or actual liability arises from claims for and/or damages resulting from damages for:
 - (1) Death or bodily injury to persons.
 - (2) Injury to, loss or theft of tangible and/or intangible property/ e.g. economic loss.
 - (3) Any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project, except for liability resulting from the sole active negligence, or willful misconduct of the CITY.

- (b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs on or off City property.
- (c) Any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01), and updates or renewals, of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction, reconstruction, maintenance, and/or repair of the work under this Agreement.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suit, or other proceedings that may be brought or instituted against the CITY, its governing board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the CITY, its governing board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

- 8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, of every tier, to take out and maintain:
 - (a) General Liability and Property Damage Insurance as defined in the General Conditions in the amount with a combined single limit of not less than **\$3,000,000 per occurrence**.
 - (b) Course of Construction / Builder's Risk Insurance. See Article 5.2 of General Conditions.
 - (c) Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:
 - (1) Automotive and truck where operated in amounts as above
 - (2) Material hoist where used in amounts as above
 - (d) Workers' Compensation Insurance.
 - (e) Each insurance policy required above must be acceptable to the City Attorney, as follows:
 - (1) Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation and the Errors and Omissions policies.
 - (2) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

- (3) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- (f) In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within 14 days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. This Agreement is subject to California Public Contract Code Section 22300, which permits the substitution of securities for any monies withheld by the City under this Agreement, and permits the CONTRACTOR to have all payments of earned retentions by the City paid to an escrow agent at the expense of the CONTRACTOR.
10. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
11. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Escondido City Council.
12. CONTRACTOR shall comply with those provisions of the Labor Code requiring payment of prevailing wages, keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions, and shall file the required workers' compensation certificate before commencing work.
13. The terms "Project Documents" and/or "Contract Documents" where used, shall refer to those documents included in the definition set forth in the General Conditions made a part hereof.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of CITY by its officers thereunto authorized and by CONTRACTOR, the date and year first above written.

CITY OF ESCONDIDO
a municipal corporation
201 North Broadway
Escondido, CA 92025

By: _____
Diane Halverson, City Clerk

By: _____
Sam Abed, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

CONTRACTOR

By: _____
Signature

By: _____
Signature*

Print Name

Print Name

Title

Title

(Second signature required only for corporation)

By: _____
Signature**

Print Name

Title

(CORPORATE SEAL OF CONTRACTOR, if
corporation)

Contractor's License No.

Tax ID/Social Security No.

*If CONTRACTOR is a corporation, the first signature must be by one of the following officers of the corporation: Chairman of the Board, President, or any Vice President.

**If CONTRACTOR is a corporation, the second signature must be by a different person from the first signature and must be by one of the following officers of the corporation: Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6

Date: June 18, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Edward N. Domingue, Public Works Director/City Engineer
Dan Higbee, Construction Project Manager
SUBJECT: Notice of Completion for FY2013-2014 Street Rehabilitation Project

RECOMMENDATION:

It is requested that Council approve and accept the public improvements and authorize staff to file a Notice of Completion for FY2013-2014 Street Rehabilitation Project.

FISCAL ANALYSIS:

The contract was awarded to George W. Weir Asphalt Construction, Inc. The total cost of the project is \$2,865,932.12 and is included in the FY14 Pavement Rehabilitation CIP budget.

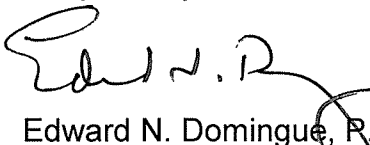
PREVIOUS ACTION:

Council awarded the contract to George W. Weir Asphalt Construction, Inc. on November 6, 2013. Council also approved a change order to the contract on April 9, 2014 in the amount of \$210,000.

BACKGROUND:

Construction began on December 9, 2013, and was completed on June 13, 2014. This project was the first part of a two-part annual pavement maintenance project. Work included removal and replacement of deteriorated asphalt, including striping, curb, gutter, bus stops, curb ramps, and replacing signal video detection cameras.

Respectfully submitted,



Edward N. Domingue, P.E.
Public Works Director/City Engineer



Dan Higbee
Construction Project Manager



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: June 18, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Edward N. Domingue, Public Works Director/City Engineer
Frank P. Schmitz, Parks and Open Space Administrator
SUBJECT: Final Assessment Engineer's Report for Zones 1-37 of the City of Escondido Landscape Maintenance Assessment District for FY 2014/2015

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-96 approving the Assessment Engineer's Report and the annual levy and collection of assessments in Zones 1-37 of the Escondido Landscape Maintenance Assessment District (LMD) (map attached to staff report) for FY 2014/2015.

FISCAL ANALYSIS:

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

PREVIOUS ACTION:

On March 19, 2014, the City Council adopted Resolution Nos. 2014-03 and 2014-04 initiating proceedings for the annual levy of assessments for Zones 1-37 of the LMD, approving the preliminary Assessment Engineer's Report, and setting a public hearing date of May 7, 2014.

BACKGROUND:

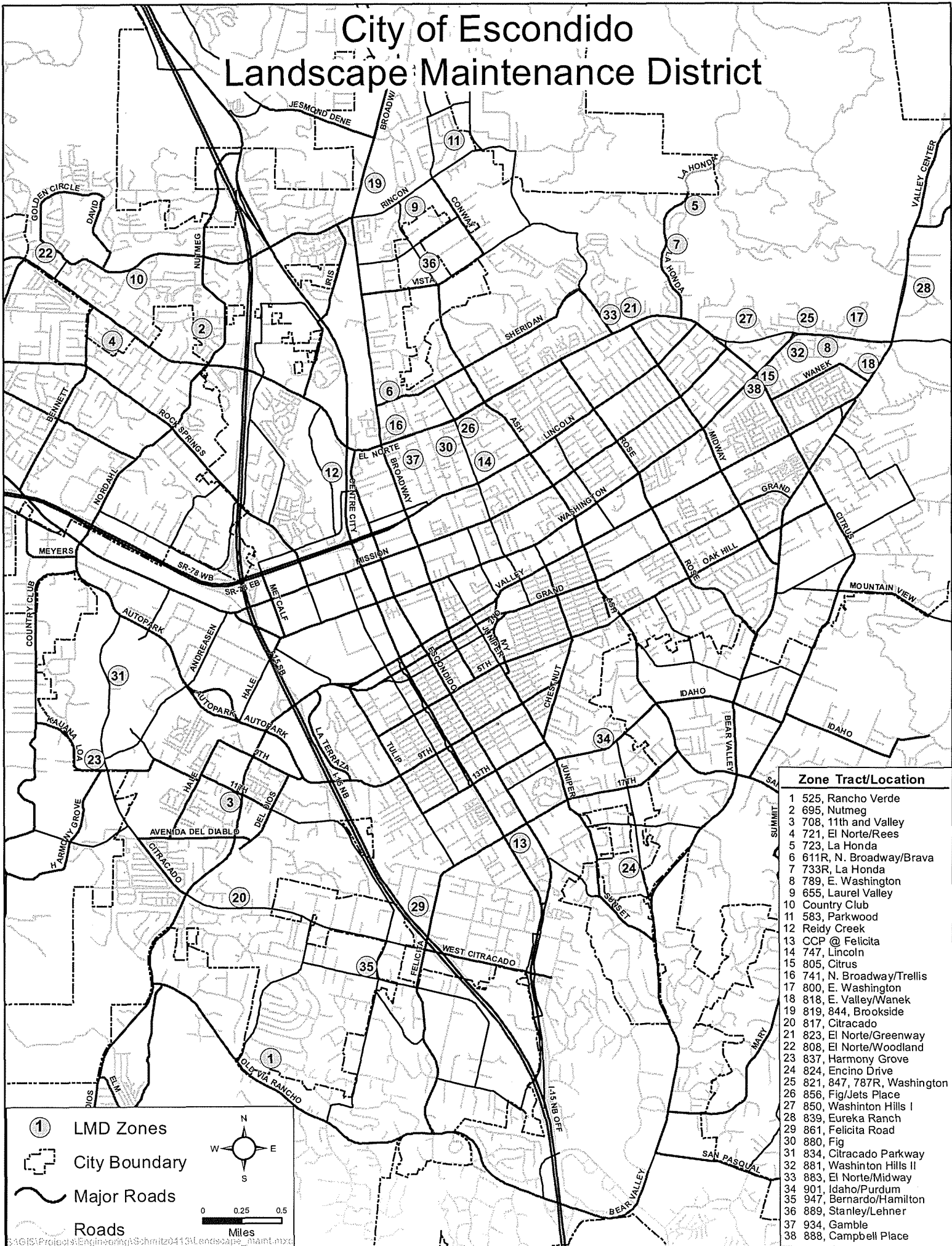
The City Council has approved the preliminary Assessment Engineer's Report for Zones 1-37 of the LMD for FY 2014/2015 that details the budget and assessments in these zones. A public hearing was held on May 7, 2014, to provide the opportunity for public input on the proposed assessments. The final Engineer's Report submitted for City Council approval today reflects the budget and assessments for Zones 1-37 of the LMD for FY 2014/2015 after completion of the City review and public input process.

Respectfully submitted,

Edward N. Domingue, P.E.
Public Works Director/City Engineer

Frank P. Schmitz
Parks and Open Space Administrator

City of Escondido Landscape Maintenance District



Zone Tract/Location

- 1 525, Rancho Verde
- 2 695, Nutmeg
- 3 708, 11th and Valley
- 4 721, El Norte/Rees
- 5 723, La Honda
- 6 611R, N. Broadway/Brava
- 7 733R, La Honda
- 8 789, E. Washington
- 9 655, Laurel Valley
- 10 Country Club
- 11 583, Parkwood
- 12 Reidy Creek
- 13 CCP @ Felicity
- 14 747, Lincoln
- 15 805, Citrus
- 16 741, N. Broadway/Trellis
- 17 800, E. Washington
- 18 818, E. Valley/Wanek
- 19 819, 844, Brookside
- 20 817, Citracado
- 21 823, El Norte/Greenway
- 22 808, El Norte/Woodland
- 23 837, Harmony Grove
- 24 824, Encino Drive
- 25 821, 847, 787R, Washington
- 26 856, Fig/Jets Place
- 27 850, Washinton Hills I
- 28 839, Eureka Ranch
- 29 861, Felicity Road
- 30 880, Fig
- 31 834, Citracado Parkway
- 32 881, Washinton Hills II
- 33 883, El Norte/Midway
- 34 901, Idaho/Purdum
- 35 947, Bernardo/Hamilton
- 36 889, Stanley/Lehner
- 37 934, Gamble
- 38 888, Campbell Place

RESOLUTION NO. 2014-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE ASSESSMENT ENGINEER'S REPORT, AND APPROVING THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN ZONES 1 THROUGH 37 OF THE ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2014/2015

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

WHEREAS, there has been established by the City 38 zones within the Maintenance District; and

WHEREAS, on May 7, 2014, the City Council held a public hearing and initiated proceedings to provide for the annual levy and collection of assessments for Zones 1-37 of the Maintenance District for the next ensuing fiscal year to provide for the costs and expenses necessary to pay for the maintenance of the existing improvements in Zones 1-37 of the Maintenance District; and

WHEREAS, notice of the public hearing was duly and legally published in the time, form, and manner as required by law; and

WHEREAS, the City Council also previously received and preliminarily approved a report of the Assessment Engineer (the "Assessment Engineer's Report"), a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein, for Zones 1-37 of the Maintenance District as required by the 1972 Act, and this City Council desires to continue with the proceedings for the annual levy and collection; and

WHEREAS, this City Council carefully examined and reviewed the Assessment Engineer's Report as presented, and is satisfied with each and all of the items and documents as set forth therein pertaining to Zones 1-37 of the Maintenance District and is satisfied that the assessments for Zones 1-37 have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in the Assessment Engineer's Report; and

WHEREAS, the City Council desires to confirm and approve such final Assessment Engineer's Report and to authorize the annual levy and collection of the assessments for Zones 1-37 of the Maintenance District for Fiscal Year 2014/2015; and

WHEREAS, the City Council finds the Maintenance District as exempt from the California Environmental Quality Act (Public Resources Code Section 21000 and following) ("CEQA") pursuant to section 15302(d) of the State CEQA guidelines;

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

1. That the above recitals are true.

2. Based upon the Assessment Engineer's Report and the testimony and other evidence received at the public hearing, it is hereby determined that:

A. The proportionate special benefit derived by each parcel proposed to be assessed has been determined in relationship to the entirety of the cost of maintenance of the improvements.

B. No assessment is proposed to be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit to be conferred on such parcel from the improvements.

C. Only special benefits have been assessed.

4. That the Assessment Engineer's Report is hereby approved and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection. Reference is made to said Assessment Engineer's Report for a full and detailed description of:

(a) The existing improvements to be maintained;

(b) The maintenance of the improvements to be performed;

(c) The estimates of costs of the maintenance of the improvements to be performed, including the cost of incidental expenses in connection therewith, and including that portion of the costs and expenses representing the special benefits to be conferred by such maintenance of the improvements on the parcels within Zones 1-37 of the Maintenance District;

(d) The diagram of the Maintenance District and the zones therein showing (i) the exterior boundaries of the Maintenance District; (ii) the boundaries and zones

within the Maintenance District; and (iii) the lines and dimensions of each parcel of land within the Maintenance District; provided, however, such diagram may refer to the San Diego County Assessor's maps for detailed description of such lines and dimensions, in which case such maps shall govern for all details concerning such lines and dimensions; and

(e) The assessment of the total amount of the cost and expenses of the maintenance of the improvements upon the several divisions of land in the Maintenance District in proportion to the estimated special benefits to be conferred on such subdivisions, respectively, by such maintenance and the assessments upon assessable lots and parcels of land within the Maintenance District.

8. That the public interest and convenience requires the Fiscal Year 2014/2015 annual levy and collection of the assessments for Zones 1-37 of the Maintenance District as set forth and described in the Assessment Engineer's Report; and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expense of said maintenance and improvements as estimated in the Assessment Engineer's Report. All costs and expenses of the maintenance and incidental expenses have been apportioned and distributed to the benefiting parcels in Zones 1-37 of the Maintenance District in accordance with the special benefits received from the existing improvements.

9. The City Clerk is hereby ordered and directed to immediately file a certified copy of the diagram and assessment with the County Auditor. Said filing to be made no later than the August 10, 2014.

10. After the filing of the diagram and assessment, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount assessed thereupon, as shown in the assessment.

11. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

12. The annual assessments as above authorized and confirmed and levied for these proceedings will provide revenue to finance the maintenance of authorized improvements for Zones 1-37 of the Maintenance District in the fiscal year commencing July 1, 2014, and ending June 30, 2015.

13. This Resolution shall take effect immediately upon its adoption.

Assessment Engineer's Report Zones 1 through 37

Fiscal Year 2014/15

City of Escondido

201 North Broadway – Escondido California 92025

Landscape Maintenance Assessment District

FINAL REPORT

June 18, 2014

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

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8
Date: June 18, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Christopher W. McKinney, Director of Utilities
SUBJECT: Reject All Bids for the Vista Verde Reservoir Replacement Project – Phase II

RECOMMENDATION:

The Utilities Department requests that Council adopt Resolution No. 2014-94 rejecting all bids for the Vista Verde Reservoir Replacement Project – Phase II and authorize staff to re-advertise for bids on the project.

FISCAL ANALYSIS:

Funds for this project budgeted in the Water Capital Improvement Fund 556-410-701201 are limited. Additional funds will be required at the time of award and a Budget Adjustment shall be prepared at that time.

BACKGROUND:

The existing 750,000 gallon steel tank serving the Vista Verde Zone is deteriorating and in need of replacement. This project is the second of two phases. The work in this second phase will involve building two new one-million gallon pre-stressed concrete reservoirs, valve structure, access driveway, and associated piping. Once the new reservoirs are in service this project will also demolish the existing steel tank and salvage the temporary bolted steel tank.

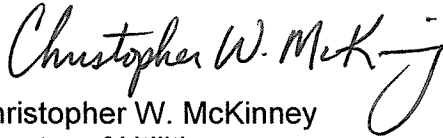
Competitive bids were opened by the City Clerk's representative on May 1, 2014, with the following results:

- | | |
|---|---------------------------------|
| 1) Gateway Pacific Contractors Inc., Sacramento | \$8,996,785.00 (Non-responsive) |
| 2) TC Construction, Santee | \$9,293,000.00 |
| 3) SCI Skaar Construction Inc., Auburn, WA | \$9,999,000.00 |
| 4) Pacific Hydrotech Corporation, Perris | \$10,690,400.00 |

The bid received from Gateway Pacific Contractors Inc. was found to be non-responsive because the Bidder's Bond form was not completely filled in. All four bids received significantly exceeded the engineer's estimate. Public Contract Code Section 20166 authorizes a local agency, at its own discretion,

to reject all bids and re-advertise a project; therefore, staff recommends that all bids be rejected and that the project be value engineered and re-advertised for bid.

Respectfully submitted,

A handwritten signature in black ink that reads "Christopher W. McKinney". The signature is written in a cursive style with a large, sweeping "j" at the end.

Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2014-94

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE REJECTION OF ALL
BIDS FOR THE VISTA VERDE RESERVOIR
REPLACEMENT PROJECT – PHASE II

WHEREAS, the Escondido City Council authorized an invitation for bids for the Vista Verde Reservoir Replacement Project – Phase II; and

WHEREAS, the City of Escondido opened the sealed bids for the project on May 1, 2014; and

WHEREAS, all four bids received significantly exceeded the engineer's estimate; and

WHEREAS, City staff will value engineer the project; and

WHEREAS, Public Contract Code Section 20166 authorizes a local agency, at its own discretion, to reject all bids and re-advertise a project; and

WHEREAS, the Utilities Director has recommended the rejection of all bids.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Utilities Director to reject all bids for the project and to re-advertise the project for bids.
3. That the City Council does, by adoption of this resolution, reject all bids received and opened by the City Clerk on May 1, 2014, for the project and directs staff to re-advertise for bids as soon as possible.

ORDINANCE NO. 2014-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A MASTER AND PRECISE DEVELOPMENT PLAN, ZONE CHANGE FROM PD/MU TO PD-R 30.4 AND AN AMENDMENT TO THE SOUTH ESCONDIDO BOULEVARD NEIGHBORHOOD PLAN FOR APPROXIMATELY 2.53 ACRE OF LAND LOCATED ON THE EASTERN SIDE OF SOUTH ESCONDIDO BOULEVARD, BETWEEN BROTHERTON ROAD AND CITRACADO PARKWAY, ADDRESSED AS 2412 AND 2418 SOUTH ESCONDIDO BOULEVARD

Planning Case No. SUB13-0009

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

SECTION 1. That proper notices of a public hearing have been given and a public hearing has been held before the City Council on this issue.

SECTION 2. On April 22, 2014, the Planning Commission recommended approval of the proposed Master and Precise Development Plan to develop 76-unit residential condominium units, Zone Change from PD/MU to PD-R 30.4, and an Amendment to the South Escondido Boulevard Neighborhood Plan to allow a residential development without a mixed-use component (Resolution No. 6010) on the 2.53-acre subject site.

SECTION 3. That the City Council has reviewed and considered the Addendum to the previously adopted Mitigated Negative Declaration (City File No. ER 2005-02) and Mitigation Monitoring Report and has determined that all environmental

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

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10

Date: June 18, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Tentative Map with Grading Exemptions and Development Agreement (SUB 13-0003)

STAFF RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-58 and introduce Ordinance No. 2014-12 approving the proposed 16-lot Tentative Map with Grading Exemptions and a Development Agreement with a five-year term to authorize construction of the residential subdivision within the North Broadway Deficiency Area.

PLANNING COMMISSION RECOMMENDATION:

On May 27, 2014, the Planning Commission voted 6-0 (Watson absent) to recommend approval of the proposed 16-lot Tentative Map with Grading Exemptions and Development Agreement. Copies of the Planning Commission draft minutes, staff report exhibits and the Mitigated Negative Declaration are attached; to see the full Planning Commission staff report, refer to the following link:

<http://www.escondido.org/Data/Sites/1/media/agendas/PC/PCPacket052714.pdf>

PROJECT DESCRIPTION:

A proposed Tentative Subdivision Map with 16 single-family residential lots and seven grading exemptions for fill slopes up to 13 feet in height on a 4.63-acre parcel in the R-1-10 zone (Single-family Residential – 10,000 SF minimum lot size). Proposed lot sizes range from 10,013 SF to 11,830 SF. Access to the new residences would be provided from a single cul-de-sac street extending south from Stanley Avenue. The project also includes a proposed Development Agreement with a five-year term to authorize residential construction within the North Broadway Deficiency Area. The terms of the agreement would allow the developer to proceed with construction of 16 residences in return for upgrading existing street and water infrastructure in the area. The developer also would be obligated to pay additional deficiency fees towards future construction of priority street and drainage improvements in the North Broadway area.

LOCATION:

The project site is located on the southern side of Stanley Avenue and northern side of Lehner Avenue, between Conway Drive and Ash Street (APN 224-142-04).

FISCAL ANALYSIS:

In return for being allowed to proceed with residential construction prior to improving infrastructure in the area, the Development Agreement includes a term that requires the owner to pay \$12,500 per approved residential lot ("Deficiency Fee") to finance traffic and drainage improvements in the vicinity of the project. The total value of the fee for 16 lots is \$200,000.

GENERAL PLAN ANALYSIS:

The General Plan land use designation on the site is Suburban which allows up to 3.3 dwelling units per acre. The project density of 3.45 du/acre slightly exceeds the Suburban designation; and the project would have to eliminate one lot to meet strict conformance. However, Section 32.202.03 of the Subdivision Ordinance states Tentative Subdivision Maps may be considered in conformance with the General Plan if it can be determined that the Tentative Subdivision Map proposes lot sizes which conform to the standards of the current zoning designation and such zoning conforms to the current land use category of the General Plan.

The site is located in the R-1-10 zone which the General Plan (Pg. II-20) identifies as appropriate zoning for the current Suburban land use designation. The subdivision design meets all R-1-10 zoning standards regarding lot width, size and frontage. The site's configuration, limited street dedication requirements, and ability to efficiently configure the interior street and lots allow the additional lot to be accommodated while maintaining the R-1-10 development standards.

ENVIRONMENTAL REVIEW:

A Mitigated Negative Declaration was issued on April 18, 2014. Mitigation measures were developed to reduce potential biological, noise and traffic/transportation impacts to a less than significant level. In staff's opinion, no significant issues remain unresolved through compliance with code requirements, proposed mitigation measures and the recommended conditions of approval.

PREVIOUS ACTION:

On December 4, 2013, the City Council approved Development Agreements for two residential subdivisions (Tract 889 and Tract 894) located within the same block as the proposed development. After much discussion regarding the amount of the North Broadway Deficiency Fee, the Council determined that \$12,500/lot was the appropriate fee amount for construction of priority street and drainage projects in the area.

BACKGROUND:

The project site and the other properties within this block were annexed into the city on September 11, 2006. On September 26, 2006, the Planning Commission considered a subdivision application (Tract 927) that proposed 32 lots on the subject property and the adjacent property to the west. The Planning Commission voted 5-0 to recommend approval of the Tentative Map and associated Development Agreement, but the project was never heard by the City Council and therefore was not approved. The City Council hearing was delayed and the project ultimately withdrawn after the

applicant expressed concern with the costs to construct some of the improvement obligations listed in the proposed Development Agreement.

A new applicant (Pacific Land Investors) is now proposing this 16-lot subdivision on what was the eastern half of Tract 927. Pacific Land Investors is also processing a separate 16-lot Tentative Map (SUB 13-0010) on the western half of Tract 927. The applicant already owns the previously approved Tract 894 (11 lots) on the eastern boundary of the proposed development and also owns the previously approved Tract 889 (16 lots) on the western boundary of SUB 13-0010. Two other pending and future subdivision proposals would give the applicant control to redevelop the entire block (Stanley Avenue to the north, Lehner Avenue to the south, Ash Street to the west and Conway Drive to the east) with the exception of five existing residences on the southern side of Stanley Avenue in the vicinity of Weiss Way. It is anticipated that the applicant's assemblage of all these properties could yield a total of approximately 87 new lots within the block. The applicant is currently marketing this concept to homebuilders and it is anticipated that one builder could construct all of these subdivisions as a single project. If that occurs, it is likely that an alternative mass grading plan will be processed as opposed to the individual grading designs developed for each subdivision.

The project site is in the North Broadway Deficiency Area, which is an area identified by the Citywide Facilities Plan as having critical infrastructure deficiencies. Sections 33-1431 through 1433 of the Escondido Zoning Code require the implementation of a Development Agreement in conjunction with new residential development in this area to ensure the proposed project either provides facilities necessary to upgrade existing deficiencies or financially participates towards their solution. A draft Development Agreement has been attached to this staff report. The proposed terms of the agreement include the payment of a per/unit deficiency fee for priority street and drainage improvements, repayment of a proportionate share of water line upgrade costs in Stanley Avenue, and participation in the cost of upgrades to street intersections in the area.

PLANNING COMMISSION RECOMMENDATION AND SUMMARY:

On May 27, 2014, the Planning Commission voted 6-0 (Watson absent) to recommend approval of the proposed 16-lot Tentative Map with Grading Exemptions and Development Agreement. Several commissioners asked questions regarding the cumulative impact of the applicant's projects on schools, whether the Fire Department had approved the cul-de-sac design, and how the drainage from the applicant's projects would be handled. Staff responded that the school districts had been notified and received copies of the plans for all of the applicant's proposed developments in the area with the exception of one that has not been submitted yet, and that the school districts have not raised concerns or objections beyond the need to pay customary school fees. The Fire Department has approved the cul-de-sac design and there will be a 10-foot wide pedestrian walkway for residents and students that connects the cul-de-sac to Lehner Avenue. Drainage basins have been designed to be placed within the project at the low point along Lehner Avenue, but could be moved further west towards Ash Street if the applicant's projects are constructed by a single homebuilder as expected. Towards the end of the Planning Commission discussion, Chairman Weber noted his general concern with requiring developers to shoulder the entire financial burden of neighborhood upgrades without requiring participation from existing residents (who will also benefit) through the formation of an improvement district or some alternative financing method. The Commission then voted unanimously to recommend approval of the proposed project.

PUBLIC INPUT:

Two residents (Pat Mues and Patricia Borchmann) spoke in opposition to the proposed development at the Planning Commission hearing. Both residents expressed concern regarding the amount of the proposed deficiency fee in the Development Agreement. They felt the proposed \$12,500 per lot fee would not be sufficient to fund necessary improvements in the area, and that the fee should be raised to \$17,000 per lot as staff had suggested last December during public hearings on Development Agreements for Tract 889 and Tract 894. Ms. Borchmann also expressed concern with the design of the proposed cul-de-sac and the lack of secondary access.

Last week staff received a phone call from one of five residential property owners within the Stanley/Lehner block that would not be part of the overall redevelopment effort. The homeowner expressed general support for the applicant's proposed developments in his neighborhood as long as sidewalks or other pedestrian improvements were provided to enhance safety for students walking to and from Rincon Middle School. If the applicant succeeds in gaining approval of all his proposed Stanley/Lehner block developments, sidewalks will be provided around the entire block where none exist today and two other areas on Ash Street and Conway Drive would be upgraded to include pedestrian walkways.

DISCUSSION:

The applicant is proposing seven Grading Exemptions, all of which are for fill slopes that exceed 10 feet in height within 50 feet of the property boundaries. The slope areas would be most visible from southern properties, particularly the Rincon Middle School located across Lehner Avenue. Views of the slope areas will not be unimpeded as the slopes would be partially screened by the proposed homes and landscaping. Both Planning Commission and staff feel the proposed exemptions would be appropriate given the screening that will occur, combined with limited view opportunities from nearby residences and the minimal increase over the allowed height specified in the Grading Ordinance. The applicant has indicated that he intends to market all of his "Stanley Block" subdivisions together to a single homebuilder. It is anticipated that the homebuilder would then revise all of the individual grading plans to a single grading plan that employs a comprehensive drainage plan and eliminates mid-slope property lines between the tracts. If the properties are consolidated into a single development, the proposed Development Agreement includes language that specifies the property lines between the individual tracts would no longer be considered exterior boundaries. This would likely eliminate most of the proposed Grading Exemptions because the 13-foot-high slopes would be interior to the overall project where a 20-foot height limit is permitted by the Grading Ordinance.

The North Broadway Deficiency Area allows the timely processing and development of residential projects in areas where known infrastructure deficiencies exist when accompanied by a Development Agreement. The Development Agreement facilitates the construction of public infrastructure necessary to upgrade existing deficiencies and/or includes a proportionate share payment towards neighborhood infrastructure. The proposed Development Agreement would be in effect for five years and would extend the life of the Tentative Map for that same period.

The proposed terms in the agreement list specific obligations that are the responsibility of both the developer ("Owner") and the City. The key terms for the Owner include the following:

1. Owner required to pay current fee rates in effect at the time fees are incurred.
2. Owner agrees to pay City \$12,500 per approved residential lot ("Deficiency Fee") to finance traffic and drainage improvements in the vicinity of the project.
3. Owner shall construct or provide a proportionate share payment (\$3,555/unit) for construction of the new 12" water line in Stanley Avenue.
4. Owner shall construct or provide a proportionate share payment (\$1,211/unit) for construction of improvements at North Ash Street / Lehner Avenue intersection.
5. Owner shall construct or provide a proportionate share payment (\$825/unit) for construction of improvements at North Ash Street / Vista Avenue intersection.
6. Owner shall provide a proportionate share payment (\$2,216/unit) for future reimbursement to the developer/owner that completes construction of the future traffic signal at the North Ash Street / Vista Avenue intersection.
7. Owner to construct approximately 500 feet of off-site frontage improvements on the southern side of Stanley Avenue between the project site and Conway Drive.
8. Owner to construct off-site pedestrian walkways on Ash Street and Conway Drive.
9. If not already completed, Owner agrees to construct off-site 24" water line in Conway Drive (between Lehner Avenue and Stanley Avenue).

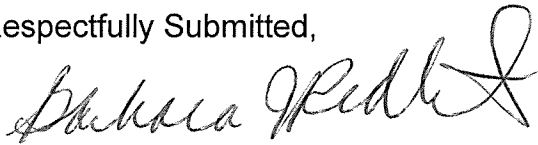
The proposed Development Agreement obligates the City to the following terms:

1. City shall allow Owner to perform onsite project grading and offsite road construction and water line installation prior to approval of a Final Map subject to approval of customary plans and agreements.
2. City guarantees sewer connection rights for a period of one year.
3. City agrees to spread construction costs by requiring the same proportionate share payments for future Development Agreements in the Stanley / Lehner block.
4. City agrees to waive \$89,400 of the project's Deficiency Fees for the improvements to Stanley Avenue described in No. 7 above.
5. If Owner constructs the 24" water line in Conway Drive (No. 9 above), City will waive \$64,311.50 of the project's water connection fees.

6. City agrees to cooperate with Owner to obtain finding of Substantial Conformance and redefine Grading Exemptions if project grading design changes as part of a mass grading plan that incorporates multiple Tentative Maps in the Stanley / Lehner block.

The terms of the Development Agreement were fashioned in response to known infrastructure needs in the North Broadway Deficiency Area as well as the projected traffic impacts from all of the applicant's approved, pending and anticipated residential developments in the Stanley/Lehner area. The traffic analysis for the project included a cumulative analysis that indicated what street improvements would be needed if all the applicant's proposed developments were constructed. Many of the identified traffic impacts were not triggered by the proposed development alone, but the proposal cumulatively contributes to an identified threshold (40 units) where improvements would be required. Therefore, a proportionate share payment towards those upgrades has been included in the Development Agreement terms. The payment of the \$12,500 per unit "North Broadway Deficiency Fee" for the future construction of priority street and drainage improvements in the North Broadway area was established by the City Council several months ago during hearings for Development Agreements for Tract 889 and Tract 894 located in the same block as the proposed subdivision. It is anticipated that this fee will be applied to all future Development Agreements in the North Broadway Deficiency Area.

Respectfully Submitted,



Barbara J. Redlitz
Director of Community Development



Bill Martin
Principal Planner

(Residential Estates, 30,000 SF minimum lot size) and the Estate II (E2) General Plan Land Use designation

PROPERTY SIZE AND LOCATION: Approximately 7.41-acres, located on the east side of Cranston Drive, just north of Citracado parkway and south of Brotherton Road, addressed as 2460 & 2466 Cranston Drive (APN 238-142-25 & 26)

Jay Petrek, Assistant Planning Director, referenced the staff report and noted staff issues were whether the proposed Zone Change from RE-30 to RE-20 was appropriate, and the appropriateness of the project design, grading, and whether the proposed subdivision would be compatible with the surrounding development. Staff recommended approval based on the following: 1) Staff felt that the Zone Change from RE-30 zone (Residential Estates, 30,000 SF minimum lot size) to RE-20 zone (Residential Estates, 20,000 SF minimum lot size) was appropriate since the proposed zoning designation would be consistent with the current Estate II (E2) General Plan designation, and with the surrounding properties and existing pattern of development; 2) Staff felt the proposed six lots, would be consistent with surrounding development patterns and lot sizes; adequate parking could be provided on each lot; sufficient fire access could be maintained, and no grading exemptions were needed. The access easement would not adversely impact any native vegetation or mature trees and would be in the same location as the existing driveway; and 3) The proposed lots would meet all requirements of the proposed RE-20 zone, including minimum lot size, lot frontage, and lot width.

Commissioner McQuead and staff discussed the sewer conditions.

Armin Luther, Escondido, noted that his property was located on Cranston Crest and questioned whether he could maintain the gate to his back yard in conjunction with the subject request. Mr. Martin noted that staff had no condition to require removal of the subject gate.

ACTION:

Moved by Commissioner Winton, seconded by Commissioner Johns, to approve staff's recommendation. Motion carried unanimously. (6-0)

2. TENTATIVE MAP, GRADING EXEMPTIONS AND DEVELOPMENT AGREEMENT – SUB 13-0003:

REQUEST: A proposed Tentative Subdivision Map with 16 single-family residential lots and seven grading exemptions for fill slopes up to 13 feet in height on a 4.63-acre parcel (Boer Property) on the southern side of Stanley Avenue in the R-1-10 zone (Single-family Residential – 10,000 SF minimum lot size). Proposed lot sizes range from 10,013 SF to 11,830 SF. Access to the

new residences would be provided from a single cul-de-sac street extending south from Stanley Avenue. The project also includes a proposed Development Agreement with a five-year term to authorize residential construction within the North Broadway Deficiency Area in return for payment of fees and construction of necessary upgrades to streets and infrastructure in the area.

PROPERTY SIZE AND LOCATION: The project site is a vacant parcel of land located on the southern side of Stanley Avenue and northern side of Lehner Avenue, between Conway Drive and Ash Street (APN 224-142-04).

Bill Martin, Principal Planner, referenced the staff report and noted staff issues were whether the proposed design for the subdivision was consistent with the density conformance requirements of the Subdivision Ordinance (Section 32.202.03), the appropriateness of the proposed grading exemptions and alternative mass grading plan, and whether the proposed Development Agreement adequately addresses infrastructure deficiencies in the area. Staff recommended approval based on the following: 1) The General Plan land use designation on the site was Suburban which allowed up to 3.3 dwelling units per acre. The project density of 3.45 du/acre slightly exceeded the allowable density for the Suburban designation. However, Section 32.202.03 of the Subdivision Ordinance states Tentative Subdivision Maps may be considered in conformance with the density requirements of the General Plan if it could be determined that the project conformed with the minimum lot size specified in the General Plan and zoning designations, the project was infill and proposes lot sizes that were compatible with the size and design of surrounding properties, and the project conformed with General Plan Goals regarding the preservation of sensitive resources. Staff felt the proposed development was consistent with these criteria; 2) The applicant was proposing seven Grading Exemptions, all of which are for fill slopes that exceed 10 feet in height within 50 feet of the property boundaries. The slope areas would be most visible from southern properties, particularly the Rincon Middle School located across Lehner Avenue. Views of the slope areas would not be unimpeded as the slopes would be partially screened by the proposed homes and landscaping. Staff felt the proposed exemptions would be appropriate given the screening that will occur, combined with limited view opportunities from nearby residences and the minimal increase over the allowed height specified in the Grading Ordinance. The applicant has indicated that he intends to market all of his "Stanley Block" subdivisions together to a single homebuilder. It was anticipated that the homebuilder would then revise all of the individual grading plans to a single grading plan that employs a comprehensive drainage plan and eliminates mid-slope property lines between the tracts. If the properties were consolidated into a single development, the proposed Development Agreement includes language that specifies the property lines between the individual tracts would no longer be considered exterior boundaries. This would likely eliminate most of the proposed Grading Exemptions because the 13-foot-high slopes would be interior to the overall project where a 20-foot height limit was permitted by the Grading Ordinance; and

3) Staff felt the Deficiency Fee and other terms proposed in the Development Agreement were reasonable and prudent since the agreement would allow the construction of the residential development and street and water line improvements in a coordinated fashion that will result in reduced costs while maximizing public and private resources to construct necessary public infrastructure at the earliest practicable time

Discussion ensued regarding a clarification of the pedestrian access routes for the project.

Commissioner Johns questioned whether the cumulative impact of the projects on the schools had been considered. Mr. Martin replied in the affirmative and noted there was no indication from the School District that they could not handle the students generated from the subject projects.

Discussion ensued regarding a clarification of the drainage for the subject property.

Pat Mues, Escondido, expressed her concern with City Council reducing the North Broadway Deficiency fee from the \$17,000 previously recommended by staff to \$12,500, which equated to a loss of \$572,000 needed to mitigate existing deficiencies. She asked that the Commission recommend to City Council to reinstate the higher fee.

Patricia Borchmann, Escondido, stated that she had been following the subject project as well as other projects by Pacific Land Investors, feeling some of the projects were not fully mitigating their impacts. She expressed her concern with the North Broadway Deficiency fees being reduced. She was also concerned with the proposed street patterns of the project proposing cul-de-sacs with no secondary access.

Dave Ferguson, Escondido, representing Pacific Land Investors, noted that the two projects the Commission was considering had been already been approved by the Commission but had to be abandoned due to economical issues. He stated that the projects would improve drainage and traffic for the subject area. He also noted that the projects in question had been evaluated together in order to mitigate the cumulative impacts.

Commissioner Spann asked if the Fire Department had approved the cul-de-sac dimensions. Mr. Namdari replied in the affirmative.

Commissioner McQuead questioned whether his understanding was correct that the Commission could not take action regarding fee policies. Mr. McCarthy replied in the affirmative.

Chairman Weber felt that it was unfair to place the burden of upgrading neighborhood infrastructure on the last person developing in the area when all residents of the area would benefit from the new improvements. He felt it would be more reasonable if future developers and existing residents shared the cost of correcting existing infrastructure deficiencies and constructing neighborhood upgrades through the formation of an improvement district or some other financing mechanism.

ACTION:

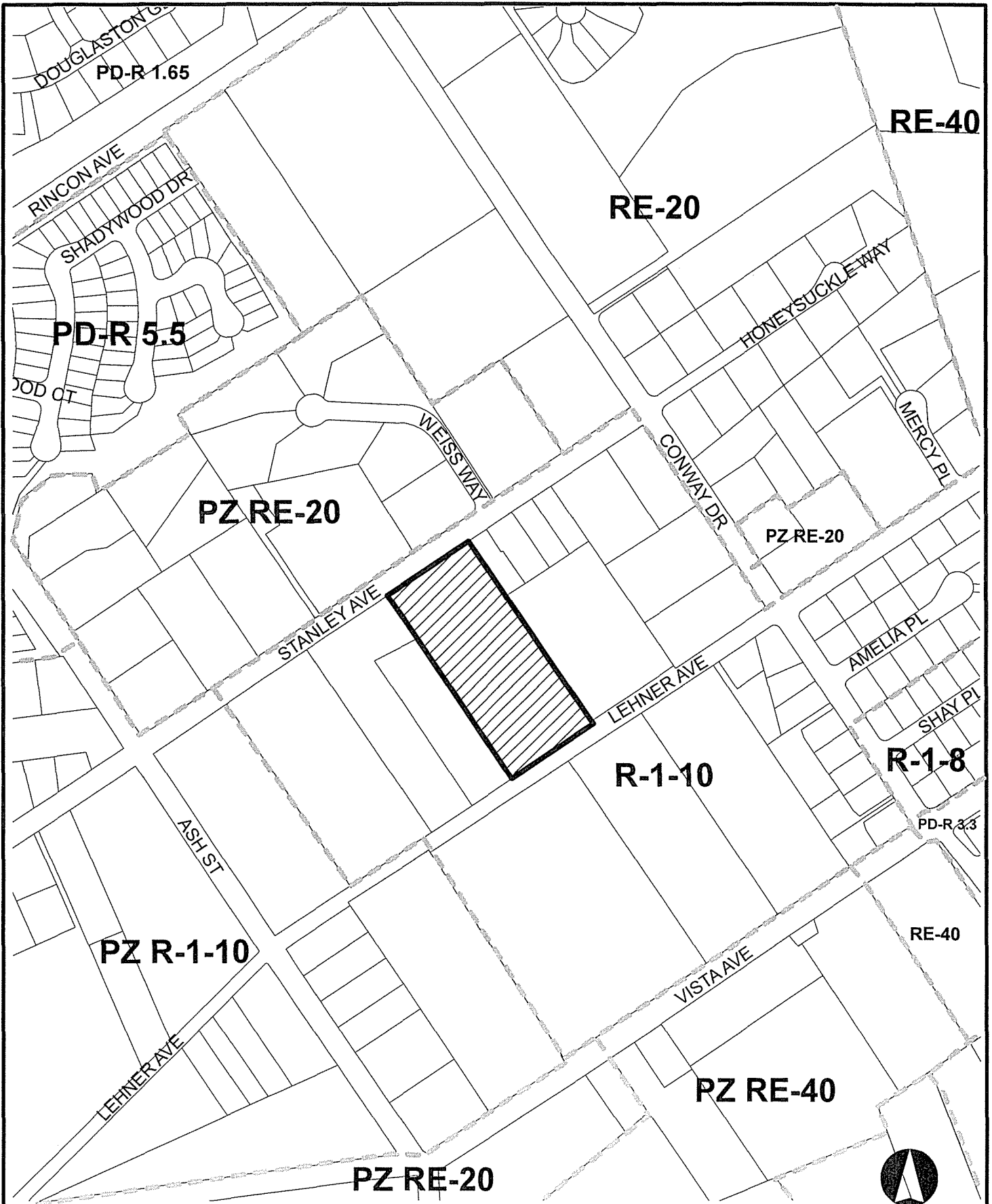
Moved by Commissioner McQuead, seconded by Commissioner Johns, to approve staff's recommendation. Motion carried unanimously. (6-0)

3. TENTATIVE MAP, GRADING EXEMPTIONS AND DEVELOPMENT AGREEMENT – SUB 13-0010:

~~REQUEST: A proposed Tentative Subdivision Map with 16 single-family residential lots and five grading exemptions for fill slopes up to 20 feet in height on two parcels totaling 4.63 acres (Baker Property) on the southern side of Stanley Avenue in the R-1-10 zone (Single-family Residential – 10,000 SF minimum lot size). Proposed lot sizes range from 10,012 SF to 13,245 SF. Access to the new residences would be provided from a single cul-de-sac street extending south from Stanley Avenue. The project also includes a proposed Development Agreement with a five-year term to authorize residential construction within the North Broadway Deficiency Area in return for payment of fees and construction of necessary upgrades to streets and infrastructure in the area.~~

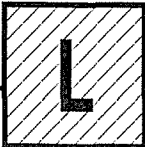
~~PROPERTY SIZE AND LOCATION: The project site has two existing residences (to be demolished) and is located on the southern side of Stanley Avenue and northern side of Lehner Avenue, between Conway Drive and Ash Street, addressed as 839 Stanley Avenue and 926 Lehner Avenue.~~

~~Bill Martin, Principal Planner, referenced the staff report and noted staff issues were whether the proposed design for the subdivision was consistent with the density conformance requirements of the Subdivision Ordinance (Section 32.202.03), the appropriateness of the proposed grading exemptions and alternative mass grading plan, and whether the proposed Development Agreement adequately addressed infrastructure deficiencies in the area. Staff recommended approval based on the following: 1) The General Plan land use designation on the site was Suburban which allowed up to 3.3 dwelling units per acre. The project density of 3.45 du/acre slightly exceeded the allowable density for the Suburban designation. However, Section 32.202.03 of the Subdivision Ordinance states Tentative Subdivision Maps may be considered in conformance with the density requirements of the General Plan if it could be determined that the project conformed with the minimum lot size specified in the General Plan~~

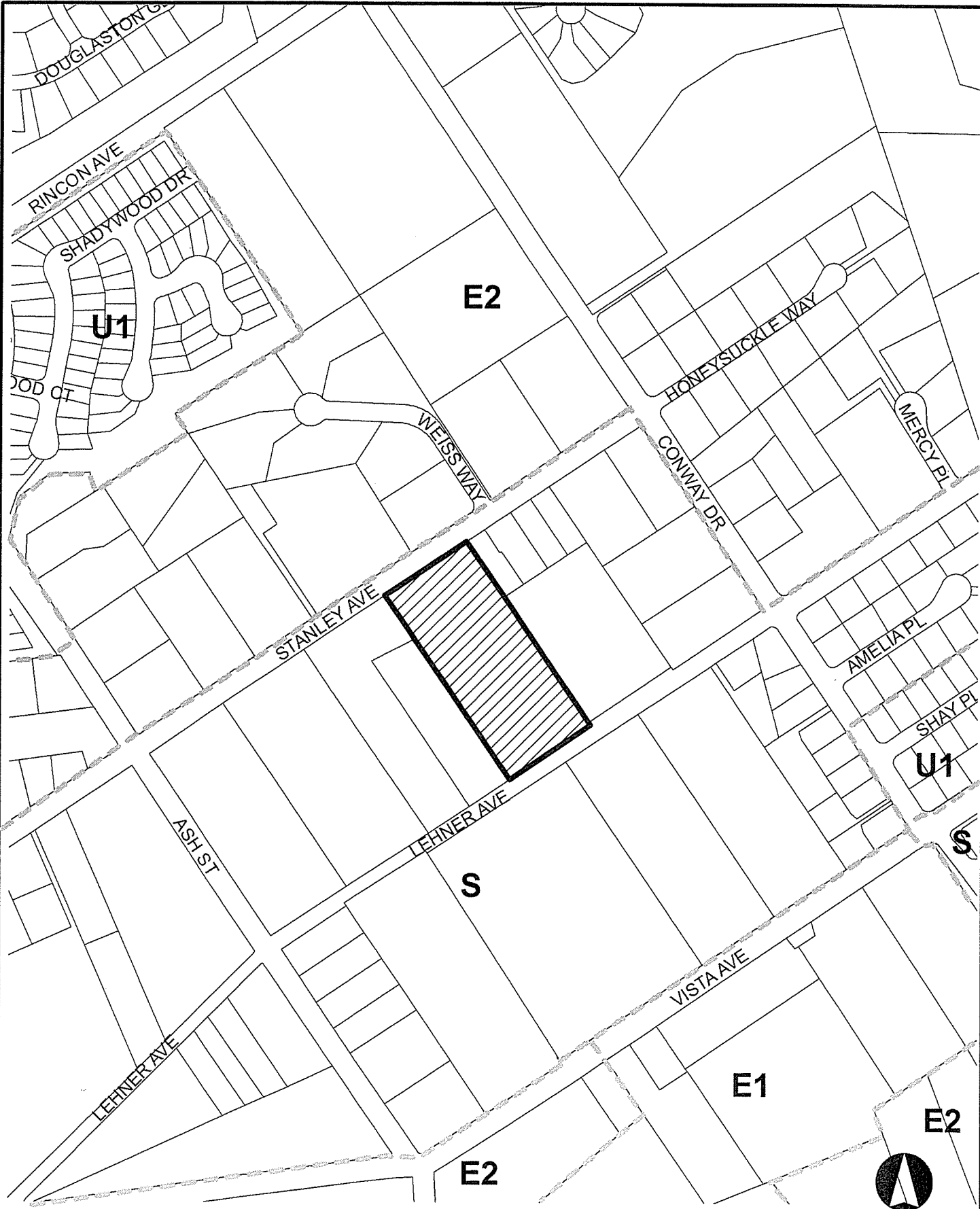


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**PROPOSED PROJECT
SUB 13-0003**



LOCATION/ZONING



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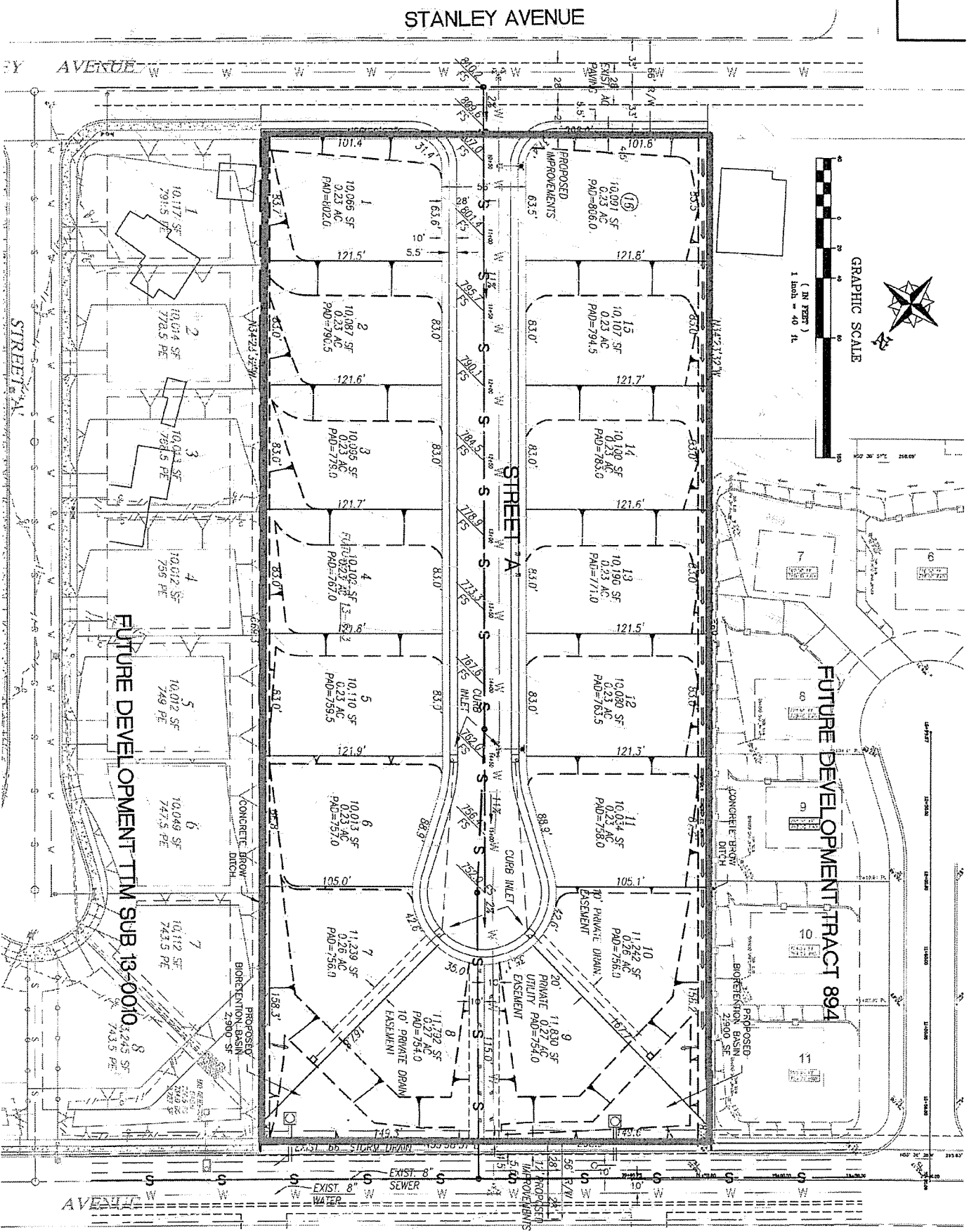
**PROPOSED PROJECT
SUB 13-0003**



GENERAL PLAN

CITY OF ESCONDIDO TRACT NO. SUB 13-003

TENTATIVE SUBDIVISION MAP

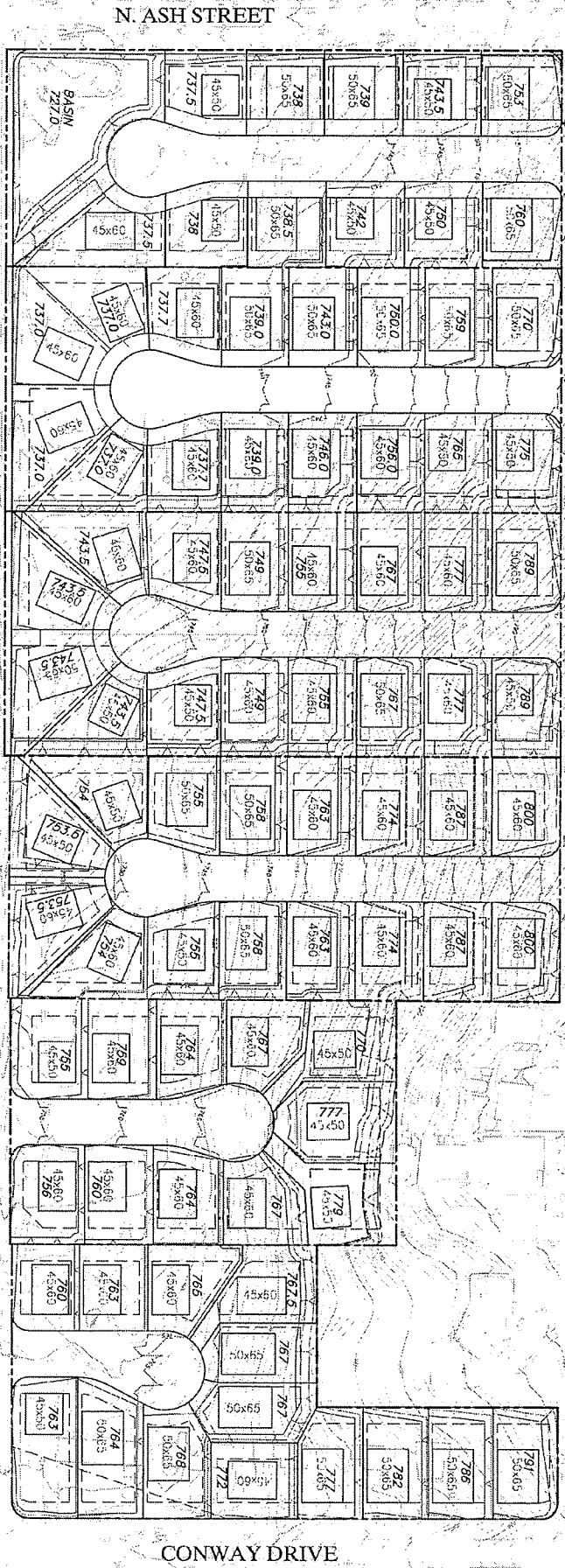


**PROPOSED PROJECT
SUB 13-0003**



SITE PLAN

ALTERNATIVE GRADING DESIGN CONCEPT



PICKERING
(SUB 13-0011)

B.G.
(TR 889)

BAKER
(SUB 13-0010)

BOER
(SUB 13-0003)

MERTI
(TR 894)

BAKER

**PROPOSED PROJECT
SUB 13-0003**





CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

MITIGATED NEGATIVE DECLARATION

CASE NO.: SUB 13-0003
DATE ISSUED: April 18, 2014
PUBLIC REVIEW PERIOD: April 22, 2014 to May 12, 2014

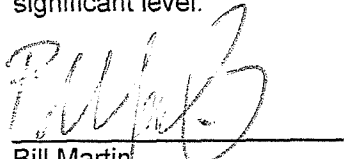
PROJECT DESCRIPTION: A proposed Tentative Subdivision Map with 16 single-family residential lots on a 4.63-acre parcel in the R-1-10 zone (Single-family Residential – 10,000 SF minimum lot size). Proposed lot sizes range from 10,013 SF to 11,830 SF. Access to the new residences would be provided from a single cul-de-sac street extending south from Stanley Avenue. Access to the new residences would be provided from a single cul-de-sac street extending south from Stanley Avenue. Off-site street improvements to the Ash Street/Vista Avenue and Ash Street/Lehner Avenue intersections would be provided in conjunction with this project and others anticipated for the area. The project also includes a proposed Development Agreement with a five-year term to authorize residential construction within the North Broadway Deficiency Area. The terms of the agreement would allow the developer to proceed with construction of 16 residences in return for upgrading existing water, street and drainage infrastructure in the area. The developer also would be obligated to pay additional deficiency fees towards future construction of priority street and drainage improvements in the North Broadway area.

LOCATION: The project site is located on the southern side of Stanley Avenue and northern side of Lehner Avenue, between Conway Drive and Ash Street, addressed as 836 Stanley Avenue.

APPLICANT: Pacific Land Investors, LLC

An Initial Study has been prepared to assess this project as required by the California Environmental Quality Act and Guidelines, Ordinance and Regulations of the City of Escondido. The Initial Study is on file in the City of Escondido Planning Division.

Findings: The findings of this review are that the Initial Study identified potentially significant impacts associated with biological resources, noise, and transportation/traffic. However, mitigation measures incorporated into the project, and agreed to by the applicant, would reduce impacts to a less than significant level.



Bill Martin
Principal Planner

Draft Environmental Document

**INITIAL STUDY / MITIGATED NEGATIVE DECLARATION
California Environmental Quality Act (CEQA)**

**SUB 13-0003, APN 224-142-04
16-lot Subdivision on Stanley Avenue**

**Submitted to:
City of Escondido
Planning Division
201 North Broadway
Escondido, CA 92025-2798**

**Prepared for:
Pacific Land Investors, LLC**

**Prepared by:
VCS Environmental
30900 Rancho Viejo Road, Suite 100
San Juan Capistrano, CA 92675-1763
949.489.2700**

April 2014

**Bill Martin, AICP
Principal Planner**

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Appendix E:	Geology and Soils Technical Report
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Appendix G:	Traffic Impact Analysis
Appendix H:	Noise Technical Report
Appendix I:	School District Approval Letters

Mitigation Monitoring Program

City of Escondido

SUB 13-0003 Residential Project

TABLE 1: MITIGATION MONITORING PROGRAM

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
IV. Biology	Trees	BIO-1: The Applicant shall replace 8 removed mature trees on site at a 1:1 ratio. Replacement trees shall be a minimum size of 24-inch box.	Replacement of trees.	Applicant	City of Escondido	Prior to occupancy	One-time planting
IV. Biology	Raptor Nests	BIO-2: A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the project site if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.	Surveys if construction between January 1 to September 1. Avoidance and buffer if nests found.	Applicant	City of Escondido	Pre-construction	Pursuant to measure
IV. Biology	Nesting Birds	BIO-3: If project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist shall survey potential nesting vegetation within the project site for nesting birds, prior to commencing any project activity. Surveys shall be conducted at the appropriate time of day, no more than	Surveys if construction between January 1 to September 1. Avoidance and buffer if nests found.	Applicant	City of Escondido	Pre-construction	Pursuant to measure

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
		<p>three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings shall be submitted to the City for review and concurrence prior to conducting project activities. If no nesting birds were observed and concurrence was received, project activities may begin. If an active bird nest is located, the nest site shall be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area shall not be disturbed until after September 15 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work shall occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.</p>					
IV. Biology	Water Quality	<p>BIO-4: To address potential impacts to water quality that may affect offsite wildlife species, a construction SWPPP shall be developed to minimize erosion and identify specific pollution prevention measures that will eliminate or control potential point and nonpoint pollution sources on-site during and following the project's construction phase. The SWPPP shall meet the requirements of the Construction General Permit and shall</p>	Develop and implement SWPPP.	Contractor	City	Pre-construction	Pursuant to SWPPP

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
IV. Biology	Loss of non-native grassland	<p>identify potential pollutant sources associated with construction activities; identify non-storm water discharges; develop a water quality monitoring and sampling plan; and identify, implement, and maintain best management practices (BMPs) to reduce or eliminate pollutants associated with the construction site.</p> <p>BIO-5: To compensate for the loss of 4.48 acres of non-native grassland, the applicant shall purchase 2.24 mitigation credits from the Daley Ranch Bank or other approved mitigation bank.</p>	<p>Purchase of 2.24 credits from Daley Ranch Bank</p>	Applicant	City of Escondido	Prior to issuance of grading permit	N/A
XII. Noise	During construction, there is a potential of exposure to high noise levels	<p>N-1: The Project Applicant and/or contractor shall ensure that all construction equipment will have properly operating mufflers.</p>	Maintain equipment.	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels	<p>N-2: Noise and groundborne vibration construction activities whose specific location on the Project site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses.</p>	Locate equipment away from sensitive receptors.	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XII. Noise	During construction, there is a potential of exposure to high noise levels	N-3: Construction activities associated with the proposed Project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools.	Construction scheduling, monitoring use of impact tools.	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels	N-4: The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.	Locate equipment away from sensitive receptors.	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels	N-5: The applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who shall be responsible for responding to any concerns regarding construction noise and vibration.	The liaison's telephone number(s) shall be prominently displayed at the project site. Signs shall also be posted at the project site that include permitted construction days and hours.	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XII. Noise	During construction, there is a potential of exposure to high noise levels	N-6: Construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).	Limit hours of construction operation.	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels	N-7: The operation of construction equipment that generates high levels of vibration, such as large bulldozers and loaded trucks, shall be prohibited within 45 feet of existing nearby residential structures during construction of the proposed Project. Instead, small bulldozers not exceeding 310 horsepower shall be used within this area during grading and excavation operations. The use of smaller bulldozers would result in vibration levels of 0.01 PPV at the residences located immediately to the east and west of the Project site, which would not exceed Caltrans' "barely perceptible" vibration criteria for transient vibration sources .	Locate equipment away from sensitive receptors.	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During occupancy	N-8: Prior to the issuance of a certificate of occupancy, the Applicant shall ensure that all exterior windows associated with the proposed residential uses at the Project site shall be constructed to provide	Sound insulating windows.	Applicant/ Contractor	City of Escondido	Prior to occupancy	One-time review

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XVI. Transportation & Traffic	Decrease in service at the N. Ash Street / Lechner Avenue intersection	<p>a sufficient amount of sound insulation to ensure that interior noise levels would be below an Ldn or CNEL of 45 dB in any room.</p> <p>T-1: N. Ash Street / Lechner Avenue - The applicant shall improve this intersection prior to construction of the 40th unit within the Lechner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lechner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).</p>	Improvement of intersection.	Applicant	City of Escondido	Prior to construction of 40 th unit	N/A

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XVI. Transportation & Traffic	Decrease in service at the N. Ash Street / Vista Avenue intersection	T-2: N. Ash Street / Vista Avenue - The applicant shall improve this intersection with dedicated turn lanes on all approaches prior to construction of the 40th dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). School related signing and striping should be implemented at the intersection per the MUTCD. The developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction.	Improvement of intersection payment of fair share.	Applicant	City of Escondido	Prior to construction of 40 th unit	N/A
XVI. Transportation & Traffic	Increased traffic and construction scheduling	T-3: No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods	Schedule deliveries to not interfere with school traffic.	Applicant	City of Escondido	During construction	Daily
XVI. Transportation & Traffic	Pedestrian mobility	T-4: Provide a 4 foot wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue	Construct pedestrian path.	Applicant	City of Escondido	During construction	N/A
XVI. Transportation & Traffic	Decrease in service at the N. Ash Street / Vista Avenue intersection	T-5: Prior to the issuance of a building permit, the applicant shall deposit with the City a Fair Share Contribution for the construction of a traffic signal at the N. Ash Street/Vista Avenue intersection to the satisfaction of the City Engineer.	Improvement of intersection payment of fair share.	Applicant	City of Escondido	Prior to issuance of building permits	N/A




CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

ACKNOWLEDGEMENT OF ENFORCEABLE COMMITMENT

Case No.: SUB 13-0003

The items listed on the attached Mitigation Monitoring Program constitute an enforceable commitment in conformance with Section 21081.6(b) of the California Environmental Quality Act (Public Resources Code Sections 21000-21178). The applicant shall be required to provide, and comply with, all of the mitigation measures listed herein. These mitigation measures also have been included as conditions of the project approval.

4/17/14	John Kaye	
Date	Applicant's Name (printed)	Applicant's Signature

INITIAL STUDY / ENVIRONMENTAL CHECKLIST

PROJECT TITLE

SUB 13-0003, Residential Project - 16-lot Subdivision on Stanley Avenue, APN 224-142-04

LEAD AGENCY

City of Escondido
201 North Broadway
Escondido, CA 92025

Prepared by:
VCS Environmental
30900-Rancho Viejo Road, Suite 100
San Juan Capistrano, CA 92675-1763

PROJECT CONTACT

Bill Martin
City of Escondido, Planning Division
Bmartin@escondido.org
(760) 839-4671

PROJECT LOCATION

The Project site is located at the northern limits of the City of Escondido, and within the North Broadway Region of Influence identified in the City's Growth Management Ordinance. The site is located on the southern side of Stanley Avenue and northern side of Lehner Avenue, between Conway Drive and Ash Street, addressed as 836 Stanley Avenue.

PROJECT PROPONENT

Mark Ferraro
Pacific Land Investors, LLC
111 Pacifica, Suite 130
Irvine, CA 92618

GENERAL PLAN / ZONING

City of Escondido R-1-10 zoning standards (Single-Family Residential – Suburban - 10,000 SF minimum lot size).

PROJECT DESCRIPTION

The project would construct 16 new, single-family detached residences on a currently vacant 4.6 acre site. The project results in improvements to existing streets and the construction of a new street/cul-de-sac and two bioretention basins on site to manage storm water generated by the development. The project lies within the North Broadway Region of Influence, which has had critical infrastructure deficiencies with respect to streets, drainage and water storage and delivery. Per City Ordinance 94-16, should adequate facilities not be available within the region of influence, development projects are subject to the approval of a Development Agreement. The Agreement must ensure that the project either provides facilities necessary to upgrade existing deficiencies or financially participates toward their solution. The project proposes to contribute to improvements as required by the project's Development Agreement and Conditions of Approval, and the terms of the Development Agreement would allow the developer to proceed with construction in return for funding for the upgrading to existing water, street and drainage infrastructure in the area. As described in the Development Agreement, compensation for these upgrades includes payment of a Community Benefit Fee of \$12,500 per dwelling unit for street and traffic improvements. The Development Agreement also requires that the applicant reimburse the owner of Tract 889 \$3,555 per dwelling unit for construction of the 12" water line along Stanley Avenue between Ash Street and Conway Drive. Certain intersection improvements are also required. This MND is intended to serve as the environmental clearance for the Development Agreement, Tentative Tract Map, and the development project. The project is expected to begin approximately August 2014 and completed by June 2015.

ENVIRONMENTAL SETTING

The project site is located on a vacant parcel of land bounded by Stanley Avenue to the north and Lehner Avenue to the south. Adjacent land uses consist of two single family homes on the west, large lot single family residential homes to the north across Stanley Avenue, a single family home and vacant land to the east, and Rincon Middle School to the South across Lehner Avenue. Primary access to the site is from Stanley Avenue and secondary access from Lehner Avenue. The project site consists of vacant land and has no current uses. The project site is disturbed from past agricultural activities. Elevations on the site range from approximately 740 feet in the south to 810 feet above mean sea level in the north with topographic features including mild slopes. Vegetation includes fragmented non-native grasses, few mature trees and shrubs, agriculture, disturbed, and developed areas.

REQUIRED AGENCY APPROVALS

Federal Agencies: None

State Agencies: None

City/County Agencies: City of Escondido Development Agreement, City of Escondido Grading Permit

Financing Approval and Participation Agreements: Community Benefit Fee/Infrastructure Deficiency Fee

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors, as marked below, would potentially be affected by this project.

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Land Use/Planning
<input type="checkbox"/> Agriculture and Forestry Resources	<input type="checkbox"/> Mineral Resources
<input type="checkbox"/> Air Quality	<input checked="" type="checkbox"/> Noise
<input checked="" type="checkbox"/> Biological Resources	<input type="checkbox"/> Population/Housing
<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Public Services
<input type="checkbox"/> Geology/Soils	<input type="checkbox"/> Recreation
<input type="checkbox"/> Greenhouse Gas Emissions	<input checked="" type="checkbox"/> Transportation/Traffic
<input type="checkbox"/> Hazards & Hazardous Materials	<input checked="" type="checkbox"/> Utilities/Service Systems
<input type="checkbox"/> Hydrology/Water Quality	<input checked="" type="checkbox"/> Mandatory Findings of Significance

DETERMINATION (TO BE COMPLETED BY THE LEAD AGENCY)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature: Bill Martin Date: 4/14/14
 Printed Name: Bill Martin Title: Principal Planner

INITIAL STUDY CHECKLIST

I. Aesthetics

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I. Aesthetics Discussion

a) *Would the project have a substantial adverse effect on a scenic vista?*

No Impact. The site is not located on a ridgeline identified in the Community Open Space/Conservation Element of the General Plan. The nearest significant ridgelines are intermediate ridgelines located approximate 0.8 mile to the east and a skyline ridgeline over 2 miles to the east. These ridgelines are partially visible looking east from Stanley Avenue and Lehner Avenue adjacent the property. However, neither of these ridgeline views would be obstructed by the proposed project due to the location of the development and orientation of the views in relationship to the streets.

b) *Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

Less Than Significant Impact. There are no state scenic highways located near the project site and the site is not visible from a scenic highway. The site contains 7 mature trees and one oak tree that would be replaced on site. The project area contains no rock outcroppings or historic buildings.

c) *Would the project substantially degrade the existing visual character or quality of the site and its surroundings?*

Less Than Significant Impact. The existing development comprises a mixture of single-family residences and equestrian uses. As the City's General Plan becomes fully implemented, this area would be developed as a suburban residential neighborhood. The addition of 16 new single-family residences would not substantially alter the overall appearance or degrade the existing visual character of the area.

d) *Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

Less Than Significant Impact. The project's design incorporates the use of varied setbacks and grade differences to ensure that potential light or glare would not impact the surrounding properties. The project will comply with the City's Outdoor Lighting Ordinance (Escondido Zoning Code Article 35), which will ensure potential impacts associated with glare or light will be minimized for the benefit of the neighbors and the astronomical research at Palomar Observatory. The use of shielded outdoor light fixtures will reduce potential glare or light impacts to below significant levels. Therefore, no significant light or glare impact will result from the proposed project.

Source(s): California Scenic Highway Mapping System (CA Department of Transportation, 2013); City of Escondido General Plan (City of Escondido, 2012); Escondido Zoning Code; Field Investigation; Project Description.

II. Agricultural and Forest Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. – Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing agricultural zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

II. Agricultural and Forest Resources Discussion

a) *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

No Impact. The project site is identified as “Other Land” and surrounded by “Urban and Built-up Land”; it is not identified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance according to the Farmland Mapping and Monitoring Program.

b) *Would the project conflict with existing agriculture zoning for agricultural use, or a Williamson Act contract?*

No Impact. Former uses of the project site and surrounding lots included agricultural uses, such as orchards, grazing, and corralled animals. The property is not involved in a Williamson Act Contract or other agricultural land contract. The City of Escondido General Plan currently designates the zoning for the project area as suburban residential use. Therefore, the project would not conflict with existing agricultural zoning or a Williamson Act contract.

c) *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?*

No Impact. The project site is not zoned as forest land and contains neither timberland resources nor an association with timberland resources or timberland production.

d) *Would the project result in the loss of forest land or conversion of forest land to non-forest use?*

No Impact. The project site contains neither forest land nor would it result in the conversion of forest land within the proposed development.

e) *Would the project involve other changes in the existing environment, which due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?*

No Impact. The project site historically supported agricultural uses, primarily orchards. There is no evidence of current agricultural use of the site. Figure VII-6 of the General Plan identifies the site as an Agricultural Area, but it is not farmland. The site is currently zoned for suburban residential and is consistent with the City of Escondido's General Plan. The project site contains neither forest land nor would it result in the conversion of forest land within the proposed development.

Source(s): California Important Farmland Finder (California Department of Conservation, 2013); City of Escondido General Plan (City of Escondido, 2013); Field Investigation; Project Description

III. Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. – Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non- attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

III. Air Quality Discussion

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact. Based on the air quality technical report for the project (Appendix B), the proposed development of 16 single-family dwelling units on the approximately 4.6-acre project site would be consistent with the “Suburban” land use category designated for the site under the City’s previous (1990) and current (2012) General Plan. As such, implementation of the proposed project would be in conformance with the City’s General Plan, and thus, consistent with San Diego Association of Governments (SANDAG) and Regional Air Quality Strategy (RAQS) growth forecasts. Accordingly, the project’s emissions have been accounted for in the RAQS, which was created to bring the San Diego Air Basin (SDAB) into attainment for ozone. Additionally, the project’s construction and operational emissions would not exceed the City’s established CEQA significance criteria for air quality in its Environmental Quality Regulations (EQR) articulated in Escondido Zoning Code Article 47. Consequently, the project would conform to the City’s quality of life standards. Furthermore, the project would be required to comply with all applicable rules and regulations established by the San Diego Air Pollution Control District (SDAPCD) during construction activities at the Project site (i.e., SDAPCD Rule 50 [Visible Emissions], Rule 51 [Nuisance], Rule 55 [Fugitive Dust], and Rule 67 [Architectural Coatings], etc.). Therefore, implementation of the proposed project would not conflict with applicable air quality plans and this impact would be less than significant.

b) Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Less Than Significant Impact. Impacts to air quality standards could potentially result from construction and operation of the proposed project. A discussion for each phase is included below.

Construction: Construction activities associated with the proposed project would generate pollutant emissions from the following construction activities: (1) site preparation, grading, and excavation; (2) construction workers traveling to and from project site; (3) delivery and hauling of construction supplies to, and debris from, the project site; (4) fuel combustion by on site construction equipment; (5) building construction; application of architectural coatings; and paving. These construction activities would temporarily create emissions of dust, fumes, equipment exhaust, and other air contaminants. The amount of emissions generated on a daily basis would vary, depending on the intensity and types of construction activities occurring simultaneously at the time.

Table 2 summarizes the modeled worst-case daily emissions of criteria air pollutants and ozone precursors associated with the proposed project's construction activities. As shown in Table 2, the maximum daily construction emissions generated by the proposed project over the course of the construction schedule would not exceed any of the City's CEQA significance thresholds or the SDAPCD's recommended threshold levels. Thus, air quality impacts from construction are considered to be less than significant. As shown, the project's construction emissions would also not exceed the SDAPCD's recommended threshold levels.

TABLE 2: PROPOSED PROJECT REGIONAL CONSTRUCTION EMISSIONS (UNMITIGATED)

Construction Activities	Estimated Maximum Daily Emissions (lbs/day)					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Site Preparation						
Fugitive Dust Emissions	--	--	--	--	6.87	3.40
Off-Road Emissions	2.38	25.09	18.36	0.02	1.51	1.39
On-Road Emissions	0.20	0.06	0.55	0.00	0.08	0.02
Total Emissions	2.58	25.15	18.91	0.02	8.46	4.81
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No
Grading						
Fugitive Dust Emissions	--	--	--	--	6.55	3.37
Off-Road Emissions	3.44	36.04	23.33	0.02	2.12	1.95
On-Road Emissions	0.26	0.07	0.71	0.00	0.11	0.03
Total Emissions	3.70	36.11	24.04	0.02	8.78	5.35
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No

Construction Activities	Estimated Maximum Daily Emissions (lbs/day)					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Building Construction						
Off-Road Emissions	3.20	23.30	16.17	0.02	1.86	1.76
On-Road Emissions	0.18	0.30	0.67	0.00	0.07	0.02
Total Emissions	3.38	23.60	16.84	0.02	1.93	1.78
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No
Paving						
Off-Road Emissions	2.00	21.00	12.67	0.02	1.26	1.16
On-Road Emissions	0.39	0.11	1.10	0.00	0.17	0.04
Total Emissions	2.39	21.11	13.77	0.02	1.43	1.20
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No
Architectural Coatings						
Coatings	50.06	--	--	--	--	--
Off-Road Emissions	0.45	2.78	1.92	0.00	0.25	0.25
On-Road Emissions	0.02	0.01	0.05	0.00	0.01	0.00
Total Emissions	50.53	2.79	1.97	0.00	0.26	0.25
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No

Note: N/A = non-applicable

Operation: Implementation of the proposed project would result in long-term regional emissions of criteria air pollutants and ozone precursors associated with area sources, such as natural gas consumption, landscaping, applications of architectural coatings, and consumer products, in addition to operational mobile emissions. According to the traffic impact analysis prepared for the project, development of the 16 single-family residential dwelling units would result in 160 additional vehicle trips per day. Operations emissions associated with the proposed project were modeled using CalEEMod, where model defaults were adjusted to reflect project-specific data, where available, including the size and type of the proposed land use. Modeled operations emissions are presented in Table 3 on the following page.

TABLE 3: PROPOSED PROJECT OPERATIONAL EMISSIONS

Emissions Source	Estimated Emissions (lbs/day)					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Area Sources	0.91	0.02	1.35	0.00	0.01	0.01
Energy Sources	0.01	0.11	0.05	0.00	0.01	0.01
Mobile Sources	2.37	1.90	8.46	0.02	1.04	0.30
Total Emissions	3.29	2.03	9.86	0.02	1.06	0.32
<i>City CEQA Significance Threshold</i>	<i>55</i>	<i>250</i>	<i>550</i>	<i>250</i>	<i>100</i>	<i>55</i>
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	<i>75</i>	<i>250</i>	<i>550</i>	<i>250</i>	<i>100</i>	<i>55</i>
Exceed SDAPCD Threshold?	No	No	No	No	No	No

As shown in Table 3, implementation of the proposed project would result in long-term regional emissions of criteria air pollutants and ozone precursors that are below the City's CEQA significance thresholds. Therefore, the project's operational emissions would not result in or substantially contribute to emissions concentrations that exceed the National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) and no mitigation would be required. The project's operational emissions would also not exceed the SDAPCD's recommended threshold levels.

c) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

Less Than Significant Impact. A cumulative impact arises when two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. Cumulative impacts can result from individually minor but collectively significant impacts, meaning that the project's incremental effects must be viewed in connection with the effects of past, current, and probable future projects.

The generation of daily construction and operational emissions associated with cumulative development could result in a cumulative significant impact associated with the cumulative net increase of ozone, PM₁₀ and PM_{2.5} for which the region is in non-attainment. The proposed project would be consistent with the RAQS, which is intended to bring the SDAB into attainment for all criteria pollutants. In addition the daily emissions generated during construction and operation by the project would not exceed the City's CEQA significance thresholds that have been established as quality of life standards. Therefore, the project's contribution to cumulative air quality impacts would be less than significant.

d) Would the project expose sensitive receptors to substantial pollutant concentrations?

Less Than Significant Impact. The closest sensitive receptors are single-family residences on the northeastern most point and the western edge, immediately adjacent the property. Single family homes are also located on the north side, across Stanley Avenue, and Rincon Middle School is located to the south across Lehner Avenue. According to the project's air quality

technical report, construction and operation of the proposed project could potentially expose sensitive receptors, located within and adjacent to the project site, to Carbon Monoxide (CO) hotspots and concentrations of toxic air contaminants (TACs) from onsite sources during project construction as well as TACs from operational sources.

Carbon Monoxide Hotspots: CO concentration is a direct function of motor vehicle activity (e.g., idling time and traffic flow conditions), particularly during peak commute hours and certain meteorological conditions. Under specific meteorological conditions (e.g., stable conditions that result in poor dispersion), CO concentrations may reach unhealthy levels with respect to local sensitive land uses such as residential areas, schools, and hospitals. The project would increase the amount of vehicular traffic on existing roads by 160 average daily vehicle trips, with the potential of lowering the Level of Service (LOS) on those roads, and therefore increasing CO concentrations associated with increased vehicle activity.

Of the five study intersections analyzed in the traffic impact analysis for the proposed project, one is signalized, one is a one-way stop controlled (OWSC) intersection, and the remaining are all allway stop controlled (AWSC) intersections. The proposed project's traffic impact analysis indicates that the one signalized intersection (N. Broadway and Vista Avenue) would continue to operate at an acceptable LOS with the addition of the proposed project. In addition, all the other intersections would continue to operate at acceptable LOS levels with the addition of the project once all mitigation related to transportation and traffic is implemented. As such, because the addition of 160 average daily vehicle trips by the project would not adversely affect the existing traffic conditions in the project area, impacts associated with CO hotspots would be less than significant and no mitigation is required.

Concentrations of Toxic Air Contaminants: Project construction would result in short-term emissions of diesel Particulate Matter (PM), which is a TAC. The exhaust of off-road heavy-duty diesel equipment would emit diesel PM during site preparation (e.g., excavation, grading, and clearing); paving; installation of utilities, materials transport and handling; building construction; and other miscellaneous activities. SDAPCD has not adopted a methodology for analyzing such impacts and has not recommended that health risk assessments be completed for construction-related emissions of TACs. However, because off-road heavy-duty diesel equipment would be used only temporarily, project construction would not substantially expose sensitive receptors to substantial emissions of TACs.

As the proposed project would involve the development of single-family residential uses at the project site, project operation would not introduce any new stationary sources of TACs, such as diesel-fueled backup generators that are more commonly associated with large commercial and industrial uses. In addition, the project is sited 1.2 miles away from the nearest freeway, well over the 500-foot threshold set by CARB to avoid exposure of resident to TACs. Based on the criteria in the California Air Resources Board (CARB) guidance document, it can be ascertained that the proposed project would not have the potential to expose sensitive receptors to TACs from mobile sources to an extent that health risks could result.

e) Would the project create objectionable odors affecting a substantial number of people?

No Impact. The proposed residential development does not include any uses that have been identified as being associated with odors such as dairy operations or chemical plants. Thus, the proposed project is not expected to result in objectionable odors for future residents or for the neighboring uses.

During construction of the proposed project, exhaust from equipment and activities associated with the application of architectural coatings and other interior and exterior finishes may produce discernible odors typical of most construction sites. Such odors would be a minor, temporary source of nuisance to adjacent uses, and would not affect a substantial number of people. As odors associated with project construction would be temporary and intermittent in nature, and would likely appreciably disperse on site, the odors would have no impact.

Source(s): Air Quality and Greenhouse Gas Emissions Technical Report (ESA, 2014); Escondido Zoning Code; Project Description

IV. Biological Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on biological resources involved within a jurisdictional water feature as defined by federal, state or local regulations (e.g., Section 404 of the Clean Water Act, Section 401 of the Clean Water Act, Section 1602 of California Fish and Game Code, Porter-Cologne Water Quality Control Act, etc.) through direct removal, filing, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

IV. Biological Resources Discussion

The study area (comprised of the project site and road improvements) is comprised nearly entirely of non-native grassland (NNG), with ornamental and native tree species scattered in the northwestern portion of the property. The study area consists of 3.99 acres of annual NNG, 0.49 acre of annual NNG/ragweed habitat, 0.11 acre of non-native vegetation, and 0.19 acre of disturbed habitat. The off-site intersection improvements associated with this project would occur in previously-disturbed areas, would not impact threatened or endangered habitats, and would not conflict with existing laws, regulations, policies, or ordinances.

a) *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?*

Less Than Significant with Mitigation. The project would not directly adversely affect candidate, sensitive or special status species (Habitat Assessment and Tree Survey, 2013, Appendix C). No California Natural Diversity Database (CNDDB) occurrences were found on the project site and no critical habitat was found. The nearest occurrence of such species was the coastal California gnatcatcher (CAGN), recorded approximately 0.9 mile northwest of the project site and observed in 2000. The nearest critical habitat is located approximately 0.7 mile to the northwest and northeast of the project site for CAGN. No suitable CAGN habitat or coastal sage scrub exists on the project site and no CAGN were observed during the field survey. Bird species such as house finches were observed as well as burrows, likely belonging to California ground squirrels. No sensitive plant or animal species were observed or detected on-site.

Indirect impacts to raptors could result from the loss of forage and nesting habitat. The NNG provides habitat for raptor prey and the mature Mexican fan palm trees may provide for nesting or roosting opportunities. There was no evidence of use of the trees as nesting or resting sites for raptors during the field investigation. If construction activities, including vegetation removal, cannot be avoided between January 1 and September 1, a qualified biologist will survey the project site for raptor or other nesting birds prior to project activities to reduce this potentially significant impact to below significance. See Mitigation Measures BIO-2 and BIO-3.

The project will result in the loss of approximately 4.48 acres of NNG habitat. The City uses the Escondido Draft Subarea Plan to implement the approved MHCP within City limits. The City's draft Subarea Plan requires impacts to NNG to be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank. Therefore, the applicant will purchase 2.24 credits from the Daley Ranch Bank or other approved mitigation bank to reduce this potentially significant impact to below significance. See Mitigation Measure BIO-5.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?

Less Than Significant Impact. The property shows no evidence of surface water or surface flows that would be associated with riparian habitat or be considered jurisdictional riparian habitat by any plan, policy, regulation or regulatory agency. No critical habitat or other sensitive natural community was identified on site. Therefore, the modification of existing on-site disturbed habitat would be less than significant. See also, Response IV.a.

c) Would the project have a substantial adverse effect on biological resources involved within a jurisdictional water feature as defined by federal, state or local regulations (e.g., Section 404 of the Clean Water Act, Section 401 of the Clean Water Act, Section 1602 of California Fish and Game Code, Porter-Cologne Water Quality Control Act, etc.) through direct removal, filing, hydrological interruption, or other means?

No Impact. According to the Habitat Assessment and Tree Survey performed for the project, there was no evidence of surface water on the property. At Lehner Avenue, the topographic low-point of the property, there was no evidence of flow observed alongside the road. English plantain occurred scattered along the roadside. A catch basin is located along Lehner Avenue,

receiving water from areas east and south of the property. No flowing water or ponding was observed. The results of the assessment indicate that there are no jurisdictional waters on site and therefore the project would not affect biological resources associated with a jurisdictional water.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less Than Significant Impact. The project site consists of NNG, agricultural land, and disturbed land that contain no waters capable of supporting migratory fish. The site is surrounded by existing suburban development, schools and single-family residences. The site is not a part of a migratory wildlife corridor. The project would result in the loss of approximately 4.48 acres of NNG, 0.11 acre of invasive species (tree of heaven, pepper tree), and 0.19 acre of disturbed habitat. NNG supports small burrowing rodents which in turn are part of the food supply for the local raptor population. In addition, impacts to raptors could occur if an active nest was abandoned or destroyed as a result of construction noise or direct impact.

A total of 8 mature trees would be removed. Implementation of Mitigation Measure BIO-1, below, would reduce this potential impact to below significance.

The site supports a rodent population, as well as potential raptor nesting habitat. The project could result in significant impacts to raptors if an active nest was abandoned or destroyed during project implementation. With the implementation of Mitigation Measures BIO-2 and BIO-3, below, this potential impact would be reduced to below significance.

Potential impacts to water quality (erosion, siltation, and turbidity) are substantially reduced by the implementation of BMPs associated with the Storm Water Pollution Prevention Plan (SWPPP) and compliance with the National Pollutant Discharge Elimination System (NPDES). See Mitigation Measure BIO-4.

e) Would the project conflict with any local policies or ordinance protecting biological resources, such as a tree preservation policy or ordinance?

Less Than Significant Impact. A total of 10 trees with a diameter at breast height (dbh) greater than or equal to 4 inches were observed on the project site. All 10 trees are planned for removal as part of the project. Of these, 8 trees are considered "mature" pursuant to the City of Escondido (Zoning Code, Article 55, 33-1052). One is an oak tree with a dbh greater than 4 inches but less than 10 inches, which is defined as a mature oak, and two are Mexican fan palms less than 8 inches dbh. For compliance with the City's mature tree preservation requirements and to reduce impacts to a level below significance, the 8 removed mature trees would be replaced on-site at a one-to-one ratio with a minimum size of a 24-inch box, consistent with City of Escondido Zoning Code Sections 33-1068.C and 33.1069. In addition, BMPs for vegetation removal would be implemented, including project scheduling around nesting bird season and/or surveying of potential nesting habitat to avoid impacts to nesting birds, including raptors, and to

- establish work buffer areas consistent with local, state, and federal requirements. The project would affect no other local policy or ordinance protecting biological resources.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Less Than Significant Impact. The City of Escondido General Plan and the Escondido Subarea Multiple Habitat Conservation Plan (MHCP), a component of the San Diego County MSCP, were consulted as part of the Habitat Assessment and Tree Inventory Survey performed for the project. The site is not located in any other natural community or habitat conservation plan. Therefore, the project impacts would not be in conflict with adopted provisions of an applicable plan.

Source(s): City of Escondido General Plan (City of Escondido, 2013); City of Escondido Municipal Code (City of Escondido, 2013); Field Investigation; Habitat Assessment and Tree Survey (VCS Environmental, 2013); Project Description

Biological Resources Avoidance, Minimization, and Mitigation. The following mitigation measure would be implemented to minimize potential impacts:

BIO-1: To replace the 8 removed mature or protected trees, 8 trees shall be replaced on site at a 1:1 ratio. Replacement trees shall be at a minimum size of 24-inch box.

BIO-2: A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the project site if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.

BIO-3: If project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist shall survey potential nesting vegetation within the project site for nesting birds, prior to commencing any project activity. Surveys shall be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings shall be submitted to the City for review and concurrence prior to conducting project activities. If no nesting birds were observed and concurrence was received, project activities may begin. If an active bird nest is located, the nest site shall be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area shall not be disturbed until after September 1 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work shall occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.

BIO-4: To address potential impacts to water quality that may affect offsite wildlife species, a construction SWPPP shall be developed to minimize erosion and identify specific pollution prevention measures that will eliminate or control potential point and nonpoint pollution

sources on-site during and following the project's construction phase. The SWPPP shall meet the requirements of the Construction General Permit and shall identify potential pollutant sources associated with construction activities; identify non-storm water discharges; develop a water quality monitoring and sampling plan; and identify, implement, and maintain best management practices (BMPs) to reduce or eliminate pollutants associated with the construction site.

BIO-5: To compensate for the loss of 4.48 acres of NNG, the applicant shall purchase 2.24 mitigation credits from the Daley Ranch Bank or other approved mitigation bank.

V. Cultural Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

V. Cultural Resources Discussion

a) Would the project cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?

No Impact. A cultural resources assessment was conducted on the project area and the research and field survey indicate that any cultural resources on site are not of historic significance. Information from the South Coastal Information Center (SCIC) indicated that 23 previous cultural resources investigations have been conducted within 0.5 mile of the project and that one study included the current project boundaries (Kyle 2006). In 2006, Kyle surveyed the current parcel, the adjacent parcel to the west, and the parcel immediately west of Conway Drive for a total of 13.1 acres. No cultural resources were identified and Kyle recommended that no additional work be conducted. The SCIC identified seven previously recorded cultural resources within 0.5 mile of the project. The closest of these resources is CA-SDI-1050, a Pauma Complex site with scattered chipping waste and 5 manos, but no midden, 150 feet from the NW corner of the project, on the top of the hill across Stanley Avenue. The remaining six resources consist of CA-SDI-1049, a lightly scattered temporary campsite with a sub-surface component; CA-SDI-1057, a San Luis Rey I-II village, with possible Pauma Complex materials added; CA-SDI-1058, a Pauma Complex village with no midden; CA-SDI-1245, a milling station with a midden, remains of an adobe house, and another historic house; and CA-SDI-15357, a large bedrock outcrop with milling features; but none were previously recorded in the project site.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

No Impact. The site-specific cultural resources assessment conducted on the proposed project area indicated a low to moderate sensitivity for cultural resources and a low sensitivity for

paleontological resources in the project. The water conveyance elements still present on the project are typical of agricultural activities of the pre-World War II period and later. No known cultural resources will be impacted. Therefore, no recommendations are made for further investigation on the subject property. While no cultural resources are expected to be discovered during construction based on the field survey and research, a qualified archaeologist would be available for consultation should cultural resources be discovered during the construction phase of the project to assess the nature and significance of the find.

c) *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

No Impact. Published geological maps (Kennedy and Tan 2005) describe the underlying geology as Mesozoic-age metamorphic rocks. Site records housed in the Department of Paleontology at the San Diego Natural History Museum indicate that no fossil localities occur within the vicinity of the project site, and the nearest fossil locality is approximately 10 miles to the west. The paucity of fossil localities is mostly due to the abundance of Mesozoic-age igneous and metamorphic rocks in the vicinity of the project. These rock types have zero paleontological sensitivity because the high temperatures and/or pressures they form at are not conducive to fossil preservation.

d) *Would the project disturb any human remains, including those interred outside of formal cemeteries?*

No Impact. No human remains are known to exist on-site and therefore no impacts are expected to occur. The contractor education program will include information on the notification protocol should human remains be discovered on site, and all requirements and protocols would be followed should human remains be discovered during ground disturbance. Specifically, to comply with State Health and Safety Code Section 7050.5, if human remains are encountered, the County Coroner must be notified of the find immediately. No further disturbance would occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

Source(s): Draft Cultural and Paleontological Resources Assessment (Duke CRM, 2013); Field Investigation; Project Description

VI. Geology and Soils

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a Known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994 or most current edition), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VI. Geology and Soils Discussion

a) Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No Impact The nearest active fault is the Elsinore fault zone, located approximately 12± to 14± miles northeast of the site. Furthermore, according to the geotechnical report (Appendix E) completed for the project, the site does not lie within the boundaries of an “Earthquake Fault Zone” as defined by the State of California in the Alquist-Priolo Earthquake Fault Zoning Act.

ii) Strong seismic ground shaking?

No Impact. The geotechnical report indicates that the project is neither located in an Earthquake Fault Zone nor does the site contain soils or other geological conditions that would result in strong seismic ground shaking.

iii) Seismic-related ground failure, including liquefaction?

No Impact. The General Plan Figure VI-9 indicates that the site is located in a Liquefaction Hazard Area. However, according to the Geotechnical Studies the property would not be susceptible to earthquake-induced soil liquefaction and landsliding based on the Seismic Hazard Zones map established by the California Division of Mines and Geology. In addition, given the composition of soils and dense bedrock materials, the possibility of earthquake induced soil liquefaction, which requires loose granular soils, is considered non-existent. Because the topography of the area contains only gradual slopes, the possibility of an earthquake induced landslide is also negligible.

iv) Landslides?

No Impact. See answer a.iii) above.

b) Would the project result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. Because the project site is located on an existing slope, the potential for erosion does exist without proper design considerations and project implementation measures aimed to eliminate erosion problems. The measures recommended in the Standard Grading Specifications of the project's 2013 Geotechnical Study would be implemented to eliminate the possibility of substantial soil erosion and loss of topsoil. They include measures for BMPs during project construction activities and measures for landscaping to control erosion during project operation. With implementation of these Standard Grading Specifications including the BMPs, potential impacts would be less than significant.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in, on or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?

No Impact. Based on conclusions drawn from the project's geotechnical studies and in consideration of the proposed grading plans and planned development, the site contains stable geological characteristics and soils that would support the project. The project would follow recommendations for site preparation and grading included in the 2013 geotechnical report (or equivalent), which would ensure none of these issues would occur on or offsite. Loose topsoil would be excavated and appropriate fill materials compacted consistent with the grading plans. Furthermore, the project would be required to comply with the California Building Code and City of Escondido building requirements.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks of life or property?

Less Than Significant Impact. The results of the geotechnical studies for the project indicate that the majority of near surface soils are collapsible and are essentially non-expansive; the loose natural soil encountered in the upper 3 to 4 feet, in some areas, is susceptible to collapse upon the introduction of water and/or additional loads. These surficial soils have a variable expansion potential that ranges from very low to moderate. Recommendations for treatment of expansive soil described in the geotechnical studies (or equivalent) would be implemented in order to eliminate the potential impacts to people and property. These include either the strategic placement of soils at a safe distance from proposed structures and/or the blending and re-compacting of expansive soil with non-expansive soil. Loose soils would be removed near the surface and appropriate fill would be placed where needed for structural integrity. In addition, footings and slabs would be constructed consistent with procedures of the California Building Code applicable to expansive soils. These measures would ensure impacts are less than significant.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. The proposed project would have access to existing City wastewater infrastructure from Lehner Avenue and would not require the use of septic tanks or alternative wastewater disposal systems.

Source(s): City of Escondido General Plan (City of Escondido, 2013); Geotechnical Study (Petra, 2013); Geotechnical Study (American Geotechnical, Inc., 2004); Field Investigation; Preliminary Soils Investigation (CEI, 2004); Project Description

VII. Greenhouse Gas Emissions

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VII. Greenhouse Gas Emissions Discussion

The proposed project would generate Greenhouse Gas (GHG) emissions from a variety of sources. First, GHG emissions would be generated during construction of the project. Once fully operational, the project’s operations would generate GHG emissions from both area sources and mobile sources. Indirect source emissions associated with the proposed residential uses include electrical consumption, water and wastewater usage (transportation), and solid waste disposal. Mobile (direct) sources of air pollutants associated with the proposed project would consist of motor vehicles trips generated by residents and visitors.

Based on a review of Appendix B of the City of Escondido Greenhouse Gas Emissions Adopted CEQA Thresholds and Screening Tables document, it is determined that it would generally require up to 86 single-family residential dwelling units in order to generate 2,500 metric tons (MT) of carbon dioxide (CO₂^e) per year. Given that the proposed project would only consist of the development of 16 single-family residential units, it is concluded that the GHG emissions generated by the project would not exceed 2,500 MT CO₂^e per year. Thus, the GHG emissions attributable to the project would be less than significant.

Nonetheless, pursuant to full disclosure under CEQA, the estimated construction and operational GHG emissions associated with the project have been quantified as part of this analysis to further confirm that the total annual emissions of the project would not exceed 2,500 MT CO₂^e per year (ESA. 2014. Appendix B).

a) *Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

Less Than Significant Impact. The proposed project consists of the construction of 16 single family residential dwelling units at the approximately 4.6-acre project site. The project’s construction GHG emissions were estimated using the same assumptions and methodology as the air quality analysis and are shown in Table 4. As shown in Table 4, the total GHG emissions that are anticipated from construction of the proposed project would be approximately 145 MT CO₂^e.

During operations, area and indirect emissions sources associated with the proposed project would primarily result from electricity and natural gas consumption, water and wastewater transport (the energy used to pump water and wastewater to and from the project site, respectively), and solid waste generation. GHG emissions from electricity consumed on site by the proposed project would be generated offsite by fuel combustion at the electricity provider. GHG emissions from water and wastewater transport are also indirect emissions resulting from the energy required to transport water from its source, and the energy required to treat wastewater and transport it to its treated discharge point. In addition, the residential uses at the project site would also generate mobile source emissions from motor vehicle trips generated by residents and visitors. The various operational GHG emissions associated with the proposed project are shown in Table 4. Overall, the proposed project's total annual GHG emissions resulting from construction and operational activities would be 431 MT CO₂^e per year.

TABLE 4: ESTIMATED PROJECT CONSTRUCTION AND OPERATIONS-RELATED GHG EMISSIONS

Emission Source	Proposed Project Emissions CO ₂ e (MT/yr.)
Construction	
Total	145
Construction (Amortized over 30 years)	5
Operations	
Mobile Sources	208
Electricity Consumption	37
Natural Gas Consumption	24
Water Consumption	8
Solid Waste	9
Area Source	0.20
Subtotal	286
TOTAL ANNUAL PROJECT EMISSIONS	431^a
City Screening Threshold	2,500
Significant Impact?	No

NOTES: CO₂e= carbon dioxide equivalent; MT/yr = metric tons per year; see Appendix A for CalEEMod model outputs.

^a The total project annual GHG emissions include both construction and operational emissions. It should be noted that construction emissions would only be temporary and would only occur in 2014 when the project is being constructed. After 2014, only the project's operational GHG emissions would be generated.

As shown in Table 4, the project's construction and operational GHG emissions, which would occur together in 2014 only, would not exceed the 2,500 MT of CO₂^e per year. Thus, the proposed project would not result in the generation of substantial levels of GHG emissions and would not result in emissions that would adversely affect the statewide attainment of GHG emission reduction goals of AB 32. This impact would be less than significant.

b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

No Impact. As discussed above, the GHG emissions generated by the proposed project would not exceed the City's 2,500 MT of CO₂^e per year screening threshold. As the 2,500 MT of CO₂^e per year threshold has been developed as part of the E-CAP development review process, the project would not interfere with implementation of the E-CAP. Consequently, the implementation of the proposed project would not hinder the ability of the State to achieve AB 32's goal of achieving 1990 levels of GHG emissions by 2020. In addition, once the energy and water consumption reductions from compliance with the mandatory requirements of CALGreen are accounted for, the GHG emissions associated with the proposed project would be even lower.

Consistency with CARB Scoping Plan: Out of the Recommended Actions contained in CARB's Scoping Plan, the actions that are most applicable to the project would be Actions E-1 and GB-1. CARB Scoping Plan Action E-1, together with Action GB-1 (Green Building), aims to reduce electricity demand by increased efficiency of Utility Energy Programs and adoption of more stringent building and appliance standards. The proposed project would be required to include all mandatory green building measures for new residential developments under the CALGreen Code. Therefore, the proposed project would be consistent with the Scoping Plan measures through incorporation of stricter building and appliance standards.

Consistency with City of Escondido Climate Action Plan: As discussed previously, the E-CAP serves as an implementation tool of the City General Plan to guide development in the City to meet the objectives of conserving resources and reducing GHG emissions. Following the State's adopted AB 32 GHG reduction target, the E-CAP sets a goal to reduce its GHG emissions back to 1990 levels by the year 2020. This target was calculated as a 15 percent decrease from 2005 levels, as recommended in the AB 32 Scoping Plan. In order to reduce its GHG emissions by 15 percent from 2005 levels by 2020, the City estimated the community-wide emissions for the year 2020, based on population and housing growth projections associated with the assumptions used in the City's General Plan Update, which was completed in 2012. Through this forecast, the City was able to determine the amount of GHG emissions that would need to be reduced in order for the City to reach its reduction target by 2020. Thus, because development of the proposed project would be consistent with the residential land use designation for the project site identified in the City's General Plan Land Use and Community Form Element, the GHG emissions associated with the project would have already been accounted for in the City's future emissions forecast. As such, implementation of the proposed project would be consistent with the E-CAP. Additionally, because the GHG emissions generated by the proposed project would not exceed the 2,500 MT of CO₂^e per year threshold established in the E-CAP, the project would not hinder the City's ability to reduce its GHG emissions in accordance with AB 32 requirements. Therefore, implementation of the proposed project would not adversely affect the statewide attainment of GHG emission reduction goals of AB 32.

Source(s): Air Quality and Greenhouse Gas Emissions Technical Report (ESA, 2014); Project Description

VIII. Hazards and Hazardous Materials

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

VIII. Hazards and Hazardous Materials Discussion

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less Than Significant Impact. The proposed project would include the development of 16 new single-family homes and includes neither industrial elements nor association with the storage, handling, or transportation of hazardous materials. With the exception of occasional refueling in a designated, protected area of the project construction area, no hazardous materials will be on site. The improved off-site intersections would not result in increased use of the roadways by trucks carrying hazardous materials.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant Impact. The proposed project would include the development of 16 new single-family homes and upon project completion no significant hazards or releases of hazardous materials would be expected of this land use. The project would have the potential of accidental fuel and/or chemical spills during the grading and construction phases. The contractor would be required to implement BMPs to reduce impacts of a potential spill, such as implementing a Spill Prevention, Control, and Countermeasures (SPCC) Plan and maintaining at the job site the applicable equipment and material designated in the SPCC Plan. With these BMPs, potential impacts would be less than significant.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less than Significant Impact. The project is within 0.25 mile of an existing school. See answer VIII.a, above.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. The project is not located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

No Impact. The project site is not located within an airport land use plan and is located outside the sphere of influence for the McClellan-Palomar Airport, which is the nearest public airport.

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

No Impact. The project is not located within the vicinity of a private airstrip. The nearest private airstrip is located approximately 4.65 miles to the northeast at Lake Wohlford Resort.

g) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. The project has access to and would neither alter nor impede existing evacuation routes shown in the General Plan Figure VI-1. Implementation of the emergency response plan includes such precautions as avoiding construction in high-risk areas, proper landscaping in fire prone areas, and designing development to withstand earthquakes and flooding.

h) Would the project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Less Than Significant Impact. The project site is not located in a wildlands area and is not adjacent to a wildlands area with a Very High Fire Hazard Zone Rating. The nearest wildlands area is approximately 0.25 mile to the east.

Source(s): City of Escondido General Plan (City of Escondido, 2013); Geotracker (California State Water Resources Control Board, 2013); Field Investigation; Phase I Environmental Site Assessment (Petra, 2013); Project Description

IX. Hydrology and Water Quality

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Violate or conflict with any adopted water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of a watercourse or wetland, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on Federal Flood Hazard boundary of Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place structures or fill within a 100-year flood hazard area, which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IX. Hydrology and Water Quality Discussion

The site is characterized by gentle slopes 16% on the north end and gradually reducing to about 4% on the south end of the site. The site picks up off-site flow from properties to the east. All existing flows drain to an existing ditch that flows to the west and runs parallel with Lehner Avenue. There is an existing 18-inch corrugated metal pipe, which picks up on-site and off-site flows adjacent to Lehner Avenue. This pipe connects to the existing 66-inch concrete pipe located in Lehner Avenue. These flows are conveyed west within the City storm drain system. The project development will

decrease the amount of pervious surface on the existing property with construction of homes and hardscape improvements. A minor increase in impervious surface will be attributed to the street improvements (approximately 5,000 square feet), which will not require additional water quality facilities. To account for the increase in impervious surface on site, the project includes the construction and maintenance of 2 bioretention basins at the south end of the property. The basins will provide both hydromodification by retaining the peak flow volumes and peak flow velocities, and treatment prior to discharge to the existing 66-inch concrete pipe in Lehner Avenue. The project will also contribute to off-site drainage improvements through payment of a Community Benefit Fee/Infrastructure Deficiency Fee as described in the project's Development Agreement with the City. In addition, the project will comply with requirements of the San Diego Municipal Storm Water Permit (Order No. 2001-01) of the California Regional Water Quality Control Board Region 9, San Diego.

a) *Would the project violate or conflict with any adopted water quality standards or waste discharge requirements?*

Less Than Significant Impact. Project construction would be required to comply with the San Diego Municipal Storm Water Permit (Order No. 2001-01, NPDES), and with the project-specific Storm Water Pollution Prevention Plan (SWPPP). The SWPPP will be developed to minimize erosion and will identify specific pollution prevention measures that will eliminate or control potential point and nonpoint pollution sources on-site during the project's construction phase. The SWPPP shall meet the requirements of the NPDES and will identify potential pollutant sources associated with construction activities, identify non-storm water discharges, develop a water quality monitoring and sampling plan, and identify, implement, and maintain BMPs to reduce or eliminate pollutants associated with the construction site.

The Water Quality Technical Report (WQTR) identifies the bioretention system as the post-construction BMP to address water quality impacts. The bioretention system is essentially a surface and sub-surface water filtration system that incorporates both plants and underlying filter soils for removal of contaminants. The bioretention system is effective in removing sediments and attached pollutants and in delaying runoff peaks by providing retention capacity and reducing flow velocities. The WQTR also provides specific design and maintenance information for the bioretention system.

Based on project and bioretention design, and compliance with the NPDES and SWPPP, the project would not violate or conflict with any adopted water quality standards or waste discharge requirements.

b) *Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?*

No Impact. The project would not deplete groundwater supplies and would not interfere with groundwater recharge by building additional wells or by altering a stream, wetland, or existing groundwater recharge facility.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of a watercourse or wetland, in a manner which would result in substantial erosion or siltation on- or off-site?

No Impact. No watercourse or wetland is present on the project site and no watercourse or wetland is located off-site near the project. The existing general drainage pattern would remain post-development, based on analysis provided in the project-specific Water Quality Technical Report (Barger, 2013). In addition, two bioretention basins would be constructed and maintained on the south end of the site to ensure no substantial erosion or siltation would occur.

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Less Than Significant Impact. Based on the project-specific Water Quality Technical Report (Barger, 2013), the existing drainage pattern would remain the same post-development. There are no streams or rivers on-site or adjacent that would be altered by the project. The site is currently vacant land made up of pervious surface. The project includes construction of new housing and hardscape improvements that would convert a large portion of the site from pervious surfaces to impervious surfaces, which would lead to an increase in surface runoff. According to the Water Quality Technical Report, existing peak flow for the project site from on-site and off-site sources was found to be approximately 5 cubic feet per second (cfs). The peak flows from the proposed project site from on-site and off-site sources is anticipated to be approximately 11 cfs. Two bioretention basins would be constructed and maintained on the south end of the site to treat and slow runoff before it is discharged into the stormwater system in Lehner Avenue during peak flows. As described in the project's Development Agreement, the City has noted current capacity for these anticipated flows and for flood control are adequate. In addition, the project will also contribute to off-site drainage improvements through payment of a Community Benefit Fee/Infrastructure Deficiency Fee, which is also identified in the project's Development Agreement. Based on project design, existing capacity, and the project's contribution to off-site drainage improvements, impacts would be less than significant.

e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less Than Significant Impact. The project would be expected to incrementally increase the amount of surface runoff as a result of additional paved and hardscaped surfaces of the development. The City has indicated that existing stormwater capacity is adequate to serve the project per the project's Development Agreement. In addition, the project will contribute to off-site drainage improvements through payment of a Community Benefit Fee/Infrastructure Deficiency Fee. The project also includes construction and maintenance of two bioretention basins on the south end of the site to treat and slow runoff before it is discharged into the stormwater system. The project would be required to comply with the San Diego Municipal

Storm Water Permit (Order No. 2001-01) and conform to water quality BMPs. Consequently, runoff from the project would not be considered significant and the project would not materially degrade the existing drainage facilities or degrade water quality.

f) *Otherwise substantially degrade water quality?*

No Impact. See answer IX.e above.

g) *Would the project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*

No Impact. According to Figure VI-7, 100 Year Flood Hazard Zones of the General Plan, the project site is not located within a FEMA 100 Year Floodway or a 100 Year Floodplain.

h) *Would the project place structures or fill within a 100-year flood hazard area, which would impede or redirect flood flows?*

No Impact. According to Figure VI-7, 100 Year Flood Hazard Zones of the General Plan, the project site is not located within a FEMA 100 Year Floodway or a 100 Year Floodplain. No flows would be impeded or redirected.

i) *Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?*

No Impact. The project site is not located in an inundation zone according to Figure VI-8 Dam Failure Inundation Areas.

j) *Inundation by seiche, tsunami, or mudflow?*

No Impact. The project site is not located in an inundation zone according to Figure VI-8 Dam Failure Inundation Areas. The project site is also located over 14 miles away from the Pacific Ocean and out of range for risk of tsunami. No bodies of water or waterflows are located near the site that would create exposure to risk of seiche or mudflow.

Source(s): City of Escondido General Plan (City of Escondido, 2013); Development Agreement (2014); Field Investigation; Project Description; Water Quality Technical Report (Barger Engineering, 2013); Water Quality Technical Report Addendum (Barger Engineering, 2014).

X. Land Use Planning

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

X. Land Use Planning Discussion

a) Would the project physically divide an established community?

No Impact. The project proposes the development of 16 new single-family residences within an established community consisting of single-family Suburban homes and large-lot Estate II single-family homes, a middle school, and open space. Therefore, the project would not physically divide an established community.

b) Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Less Than Significant Impact. The City of Escondido General Plan is the applicable land use plan for the project site. The Suburban land use designation of the General Plan allows a maximum density of 3.3 dwelling units per acre with a minimum lot size of 10,000 square feet (sf). The TTM (Appendix A, Figure 4) shows all lots larger than 10,000 sf, and therefore the project is consistent with the lot size requirement.

The proposed density for this project is 3.45 dwelling units per acre. A strict application of the 3.3 dwelling units allowed by the Suburban designation would result in a maximum yield of 15 lots for the subdivision. In reviewing the 16-lot proposal, the Planning Division considered the site's configuration, limited street dedication requirements, and ability to efficiently configure the interior street and lots while maintaining a minimum lot size of 10,00 sf for all lots. Staff concluded that, according to the exemption provision of Section 32.302.02 of the City of Escondido Subdivision Ordinance, including one additional residential lot to the subdivision is consistent with the local land use regulation because the additional lot will not substantially alter the overall appearance or intensity of the proposed development and will be consistent

with other R-1-10 style developments in the area. Therefore, no significant impact would be associated with the project's proposed density.

The project also proposes to construct such other improvements required by the Conditions of Approval and the Development Agreement. This MND is intended to serve as the environmental clearance for the Development Agreement as well as for the development project. The terms of the Development Agreement would allow the developer to proceed with construction of 16 residences in return for the construction of public improvements and the payment of funds (deficiency fees) for upgrades to existing water, street and drainage infrastructure in the North Broadway area. As described in the Development Agreement, compensation for these upgrades includes payment of a Community Benefit Fee of \$12,500 per unit, payment of \$3,555 per unit for construction of a 12" water line along Stanley Avenue between Ash Street and Conway Drive, and a fair share contribution to the future signalization of the Ash Street/Vista Avenue intersection. Improvements include construction of dedicated turn lanes and transitions at the Ash Street/Lehner Avenue and Ash Street/Vista Avenue intersections. The Development Agreement would ensure consistency with the City's Growth Management Ordinance requirements for new residential development within the North Broadway Region of Influence; therefore, impacts to applicable land use plans, policies and regulations would be less than significant.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Less Than Significant Impact. The project would result in the loss of approximately 4.48 acres of NNG, 0.11 acre of invasive species (tree of heaven, pepper tree), and 0.19 acre of disturbed habitat. The MHCP identifies the project site and vicinity as "developed" and without significant natural resources that require preservation or conservation. Road improvements would occur within areas previously disturbed and would not impact threatened or endangered species. Compensation for the loss of 4.48 acre of NNG will be provided by the purchase of 2.24 credits from the Daley Ranch Mitigation Bank. Therefore, the project would not conflict with the applicable conservation plan.

Source(s): City of Escondido General Plan (City of Escondido, 2013); City of Escondido Planning Commission (City of Escondido, 2006); Field Investigation; Multiple Habitat Conservation Program (SANBAG, 2003); Project Description

XI. Mineral Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XI. Mineral Resources Discussion

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. No existing or past mineral extraction facilities are located on the project site (Figure 4.11-1 of the General Plan Update Environmental Impact Report). Historically, the site has been used for agricultural use and was not associated with mineral mining or excavation. No evidence of mineral resources was identified in the geotechnical report prepared for this project.

b) Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. See answer XI.a above.

Source(s): City of Escondido General Plan (City of Escondido, 2013); Field Investigation; Project Description

XII. Noise

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XII. Noise Discussion

The project's potential construction-related and operational-related noise impacts were evaluated based on City standards for exterior sound levels and per the City's General Plan and Noise Policy 5.3 of the Community Protection Element. The City's significance criteria thresholds are shown in Table 5 below.

TABLE 5: CITY OF ESCONDIDO EXTERIOR SOUND LEVEL LIMITS

Zone	Time	Applicable Limit One-hour Average Sound Level (A-weighted Decibels)
Residential zones	7:00 A.M. to 10:00 P.M.	50
	10:00 P.M. to 7:00 A.M.	45
Multi-residential zones	7:00 A.M. to 10:00 P.M.	55
	10:00 P.M. to 7:00 A.M.	50
Commercial zones	7:00 A.M. to 10:00 P.M.	60
	10:00 P.M. to 7:00 A.M.	55
Light industrial/Industrial park zones	Anytime	70
General Industrial zones	Anytime	75

With regards to traffic noise, the significance of the proposed project's noise impacts were determined by comparing estimated project-related noise levels to existing no-project noise levels. The traffic noise significance criteria thresholds are shown in Table 6 below.

TABLE 6: EXTERIOR INCREMENTAL ENVIRONMENTAL NOISE IMPACT STANDARDS FOR NOISE-SENSITIVE USES (DB)

Residences and Buildings Where People Normally Sleep ^a		Institutional Land Uses with Primarily Daytime and Evening Uses ^b	
Existing L _{dn}	Allowable Noise Increment	Existing Peak Hour L _{eq}	Allowable Noise Increment
45	8	45	12
50	5	50	9
55	3	55	6
60	2	60	5
65	1	65	3
70	1	70	3
75	0	75	1
80	0	80	0

Note: Noise levels are measured at the property line of the noise-sensitive use.

^a This category includes homes, hospitals, and hotels where a nighttime sensitivity to noise is assumed to be of utmost importance.

^b This category includes schools, libraries, theaters, and churches where it is important to avoid interference with such activities as speech, meditation, and concentration on reading material.

a) Would the project result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than Significant Impact with Mitigation.

Operation Noise: The project would not involve the use of heavy machinery or generate heavy-duty truck trips that are often associated with large commercial or industrial uses. As such, no sources of "excessive" noise levels would occur during project operations that would violate established noise standards (ESA, Noise Technical Report, 2013, Appendix H).

The project would add additional vehicles on surrounding roadways and therefore potentially impact ambient noise levels with increased traffic noise. The proposed Project would increase local noise levels by a maximum of 0.9 dB L_{dn} at the roadway segment of Stanley Avenue, east of N. Ash Street. As this noise increase would not exceed the City's allowable noise increment, this impact would be less than significant. In addition, as the other roadway segments that are located even further away from the Project site would experience less traffic increases due to the Project, the increase in local noise levels at these roadway segments would also not exceed the City's allowable noise increments, and impacts would be less than significant.

Cumulative mobile source noise impacts would occur primarily as a result of increased traffic on local roadways due to the proposed Project and related projects within the study area. Therefore, cumulative traffic-generated noise impacts have been assessed based on the contribution of the proposed Project to the future cumulative base traffic volumes on the roadway segments in the Project vicinity. Cumulative development along with the proposed Project would increase local noise levels by a maximum of 2.7 dB L_{dn} at the segment of Vista Avenue, west of N. Ash Street. As the increase in roadway noise at this roadway segment would not exceed the allowable incremental noise increase of 3.0 dB L_{dn} , the noise increase would not be substantial. Additionally, while the segments of Ash Street located south of Lehner Avenue and north of Vista Avenue would experience an increase in traffic noise levels above the City's applicable 1.0 dB L_{dn} criteria due to future cumulative development, this noise increase would not be perceptible to the human ear. Outside of the laboratory, a 3 dB change in noise levels is considered to be a barely perceivable difference to the human ear. As such, the increase in cumulative traffic noise levels of 1.3 dB L_{dn} on the two segments of Ash Street would be less than significant. Furthermore, the proposed Project's contribution to the cumulative noise increase at these two segments of Ash Street would not be perceptible since the proposed Project would not contribute to traffic noise at the segment of Ash street located south of Lehner Avenue and would only contribute 0.1 dB L_{dn} at the segment of Ash Street located north of Vista Avenue. As such, the proposed Project's contribution to this cumulative noise impact would be less than significant. (ESA, Noise Technical Report, 2014).

Furthermore, the traffic noise impacts resulting from cumulative base traffic volumes with the proposed project were also analyzed at institutional land uses (i.e., churches and schools) in the project area using the allowable noise increase criteria established by the City. As shown in the project-specific noise technical report, cumulative development along with the proposed project would increase the peak hour noise levels by a maximum of 0.3 dB L_{eq} at the segment of Vista Avenue, east of N. Broadway. As the increase in roadway noise at this roadway segment would not exceed the allowable incremental noise increase of 3.0 dB L_{eq} , the noise increase would not be substantial. As the remaining roadways analyzed would be exposed to even lower noise level increases, the peak hour noise increases at these roadway segments would also not be substantial. Therefore, the cumulative impact associated with mobile source noise at institutional land uses would be less than significant.

Construction Noise: Construction of the proposed project would require the use of heavy equipment during the grading and excavation activities at the project site, installation of new utilities, paving, and building fabrication for the proposed residential buildings. Development activities would also involve the use of smaller power tools, generators, and other sources of noise. During each stage of development, there would be a different mix of equipment. As such, construction activity noise levels at and near the project site would fluctuate depending on the particular type, number, and duration of use of the various pieces of construction equipment.

Table 7 shows the hourly noise levels (L_{max}) produced by various types of construction equipment based on a distance of 50 feet between the equipment and noise receptor. It should be noted that L_{max} noise levels associated with the construction equipment would only be generated when the equipment are operated at full power. Typically, the operating cycle for a piece of construction equipment would involve one or two minutes of full power operation

followed by three or four minutes at lower power settings. As such, the L_{max} noise levels shown in Table 7 would only occur occasionally throughout the construction day.

During construction, two basic types of activities would be expected to occur and generate noise at the project site. One of these activities would involve grading and excavation at the project site to accommodate the foundation for the proposed residential uses. The second type of construction activity that would generate noise would involve the physical construction of the proposed residential structures. Overall, construction of the project is anticipated to occur over an approximately 6-month period.

TABLE 7: MAXIMUM NOISE LEVELS FROM CONSTRUCTION EQUIPMENT

Construction Equipment	Noise Level at 50 Feet (dB, L_{max})
Dump Truck	76
Excavator	81
Air Compressor	78
Backhoe	78
Grader	85
Front End Loader	79
Dozer	82
Tractor	84
Paver	77
Roller	80

SOURCE: Federal Highway Administration, Roadway Construction Noise Model User's Guide, 2006.

During construction of the project, the nearest and most notable offsite sensitive receptors to the project site would be the surrounding residential uses and the Rincon Middle School. Due to the use of construction equipment during the construction phases, the project would expose these surrounding off-site sensitive receptors to increased exterior noise levels. According to Section 17-234 of the City's Municipal Code, construction equipment or a combination of equipment are not allowed to operate so as to cause noise in excess of a one-hour average sound level limit of 75 dB at any time. During project construction, the noise levels experienced at the nearest off-site receptors would vary depending on the distance of the construction equipment within the site to the receptor. For instance, the construction noise levels experienced at the off-site receptors to the north would be the greatest when construction equipment are operating in the northern portion of the project site, while noise levels at these receptors would be the lowest when construction equipment are operating in the southern portion of the project site. Thus, the noise levels would fluctuate over the course of a construction day as equipment moves back and forth across the project site. Table 8 shows the estimated construction noise levels that would occur at the off-site sensitive uses during construction at the project site. The estimated noise levels at the off-site sensitive receptors were calculated using the Federal Highway Administration (FHWA)'s Roadway Construction Noise Model (RCNM), and were based on the concurrent operation of the two noisiest pieces of equipment (i.e., grader and tractor) at the center of the project site.

TABLE 8: EXTERIOR NOISE AT OFF-SITE SENSITIVE USES FROM PROJECT CONSTRUCTION

Off-site Sensitive Land Uses	Location	Approximate Distance to Project Site Boundary (ft.) ^a	Estimated Hourly Noise Levels (dB L _{eq}) ^b	Applicable Hourly Noise Standard (dB L _{eq})
Residences	North of the Project site, across Stanley Ave.	389	66	75
Residence	Directly east of the Project site	169	73	75
Rincon Middle School	South of the Project site, across Lehner Ave.	394	61	75
Residences	Directly west of the Project site	169	73	75

^a The approximate distances are measured from the center of the Project site to the nearest sensitive-receptor property line.

^b In accordance with the general construction noise assessment approach recommended by the FTA, it is assumed that the two noisiest pieces of construction equipment used at the Project site (i.e., grader and tractor) would be operating concurrently.

As shown in Table 8, the applicable City exterior noise standard of 75 dB would not be exceeded at all of the identified offsite sensitive uses during construction of the project (ESA, Noise Technical Report, 2013). However, when the project's estimated construction noise levels are compared with the ambient daytime noise levels that were measured at the nearby off-site sensitive uses to the project site, the exterior noise levels at all of the off-site sensitive receptors would experience a substantial increase in noise levels during construction of the project. It should be noted, however, that the construction-related noise levels associated with development under the project would be temporary in nature, and would not generate continuously high noise levels, although occasional single-event disturbances from grading and construction are possible. In addition, construction equipment engines would also likely be intermittently turned on and off over the course of an hour.

Although the noise increase over existing ambient daytime noise levels at the nearby off-site sensitive uses during project construction would only be temporary in nature, Mitigation Measures MM N-1 through MM N-8, which would require the implementation of noise reduction devices and techniques during project construction, will be implemented to reduce the construction-related noise levels at nearby receptors to the maximum extent feasible. With the implementation of Mitigation Measures MM N-1 through MM N-8, the temporary construction noise impacts would be minimized and impacts would be less than significant.

b) Would the project result in exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?

Less than Significant Impact.

Operation Noise: The project would not involve the use of heavy machinery or generate heavy-duty truck trips that are often associated with large commercial or industrial uses. As such, no sources of "excessive" groundborne vibration or noise levels would occur during project operations (ESA, Noise Technical Report, 2013).

Construction Noise: Construction activities that would occur within the project site would include grading and excavation, which would have the potential to generate low levels of groundborne vibration. As such, the existing residential uses located in the immediate vicinity of the project site could be exposed to the generation of excessive groundborne vibration or groundborne noise levels related to construction activities. The results from vibration can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibrations at moderate levels, to structural damage at the highest levels. Site ground vibrations from construction activities very rarely reach the levels that can damage structures, but they may be perceived in buildings very close to a construction site. No pile-driving activities would be required for construction of the proposed Project.

The various peak particle velocity (PPV) and root mean square (RMS) velocity in Decibel (VdB) levels for the types of construction equipment that would operate during the construction of the proposed project are identified in Table 9. Based on the information presented in Table 9, vibration velocities could reach as high as approximately 0.089 inch-per-second PPV at 25 feet from the source activity, depending on the type of construction equipment in use. This corresponds to a RMS velocity level (in VdB) of 87 VdB at 25 feet from the source activity.

TABLE 9: VIBRATION SOURCE LEVELS FOR CONSTRUCTION EQUIPMENT

Equipment	Approximate PPV (in/sec)					Approximate RMS (VdB)				
	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet
Large Bulldozer	0.089	0.031	0.024	0.017	0.011	87	78	76	73	69
Loaded Trucks	0.076	0.027	0.020	0.015	0.010	86	77	75	72	68
Jackhammer	0.035	0.012	0.009	0.007	0.004	79	70	68	65	61
Small Bulldozer	0.003	0.001	0.0008	0.0006	0.0004	58	49	47	44	40

SOURCE: FTA, 2006.

Construction activities associated with the proposed project would have the potential to impact the nearest surrounding off-site sensitive receptors to the project site, which include the surrounding residential uses to the north, east, and west, and the Rincon Middle School located to the south. Table 10 shows the construction-related groundborne vibration levels that would occur at the identified off-site sensitive uses during construction at the project site.

TABLE 10: GROUNDBORNE VIBRATION LEVELS AT OFF-SITE SENSITIVE USES

Off-site Sensitive Land Use	Approximate Distance to project site (ft.) ^a	Estimated PPV (in/sec)
Residences located north of the Project site, across Stanley Ave.	117	0.008
Residence located directly east of the Project site	15	0.19
Rincon Middle School located south of the Project site, across Lehner Ave.	170	0.005
Residences located directly west of the Project site	12	0.27

ft. = feet

in/sec = inches per second

^a The approximate distances are measured from the nearest project site boundary to the nearest off-site structure. In the case of the residences to the immediate east and west of the project site, a 15-foot and 12-foot distance between the project site boundary and these sensitive receptor structures, respectively, is used based on the preliminary site plan for the proposed Project.

As shown in Table 10, the vibration velocities forecasted to occur at the off-site sensitive receptors could potentially range from 0.005 inches per second (in/sec) PPV at the Rincon Middle School located south of the project site, to 0.27 in/sec PPV at the residence located immediately east of the project site. None of the buildings at the identified offsite sensitive use locations are considered to be fragile structures that are extremely susceptible to vibration damage (ESA, Noise Technical Report, 2013). For the purpose of this analysis, the identified off-site residential structures surrounding the project site are considered to be older residential structures while the Rincon Middle School structures are considered to be modern industrial/commercial buildings,” based on the structure descriptions provided under Caltrans vibration criteria. With respect to the vibration sources associated with project construction, it is not anticipated that any continuous/frequent intermittent sources of vibration would occur as no pile-driving or compaction activities would be required at the project site. As such, only transient sources of vibration are anticipated to be generated at the project site during construction. Based on the information shown in Table 10, none of the existing off-site residential structures would be exposed to PPV groundborne vibration levels that exceed the 0.5 in/sec criteria for transient sources during project construction. In addition, the Rincon Middle School would not be exposed to PPV groundborne vibration levels that exceed the 2.0 in/sec criteria for transient sources. Thus, in terms of building damage, potential vibration impacts would be less than significant at the nearest off-site sensitive receptors to the project site (ESA, Noise Technical Report, 2014).

In terms of human perception, the vibration levels forecasted to occur at the off-site sensitive receptors would be distinctly perceptible at the existing residential structures located immediately east and west of the project site, while the vibration levels at the residential structures to the north and the Rincon Middle School to the south would not be perceptible during project construction. While the existing off-site residential structures to the east and

west would be exposed to distinctly perceptible vibration levels, it should be noted that this is a conservative analysis because it assumes that large bulldozers would be operating directly along the project site property line¹. During actual construction, such mobile construction equipment may not need to operate this close to the off-site sensitive receptors located to the east and west. Nonetheless, because potential vibration levels associated with project construction could be perceptible at these off-site receptors, this impact is considered to be potentially significant. (ESA, Noise Technical Report, 2013).

Implementation of Mitigation Measure MM N-7, which would prohibit the use of construction equipment that generates high levels of vibration (i.e., large bulldozers, loaded trucks, etc.) within specified distances from existing off-site residential uses that are located nearby the proposed project, would ensure that the construction-related vibration impacts associated with building damage and human annoyance at these nearby receptors would be reduced to a less-than-significant level. Additionally, implementation of Mitigation Measure MM N-2 would further serve to locate groundborne vibration construction activities as far as possible from the nearest vibration-sensitive land uses, which would reduce the vibration levels experienced at these sensitive receptors. With implementation of these mitigation measures, the vibration impact associated with human perception/annoyance at the off-site residential uses located to the west and east of the project site would be less than significant.

c) *Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*

Less Than Significant Impact.

Construction Noise: According to the Noise Technical Report for the project (ESA, 2013, Appendix H), a temporary increase in ambient noise levels would occur during the demolition, grading and construction project phases. The potential impacts for temporary demolition, grading and construction activities are discussed in answers XII.a and XII.b above.

Operation Noise: Potential permanent impacts during the project's operation phase would be associated with heating, ventilating, and air conditioning (HVAC) units and exhaust fans that may be installed on the proposed single-family residential units; and associated with an increase in traffic and traffic related noise.

Due to their proximity, the noise levels generated by the new HVAC units and exhaust fans for the proposed project could potentially disturb the existing residential uses to the west and east of the project site. Based on the City's noise standards for noise-sensitive uses, an approximately 5 dB incremental noise increase would be allowed at the residential uses located to the west and east of the project site (ESA, Noise Technical Report, 2013). It should be noted that as an industry practice, the design of the on-site HVAC units and other noise-generating mechanical equipment associated with the new residential units at the project site would typically be equipped with noise muffling devices or shielding (e.g. enclosures) to reduce noise levels that may affect nearby noise-sensitive uses. For the proposed project, all HVAC units would be located in either the rear or side of the new residences where they would be shielded

¹ For the purpose of this analysis, bulldozers that are 310 horsepower or greater are considered to be large bulldozers.

from neighboring uses by block walls. In addition, the HVAC units installed would be typical of those used at other existing residences in the project vicinity, and generally would not represent a substantial source of noise. Furthermore, in order to ensure that on site operational noise would not adversely affect the future residents at the project site, the new residences would utilize exterior windows and insulation that would provide sufficient sound insulation to ensure that interior noise levels would be below a day-night average noise level (Ldn) or Community Noise Equivalent Level (CNEL) of 45 dB in any residential room. Thus, impacts from HVAC-related noise levels associated with the proposed project would be less than significant.

Potential impacts to ambient noise levels associated with traffic noise are discussed in Section X.II.a above.

d) *Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

Less than Significant Impact with Mitigation. A temporary increase in ambient noise levels would occur during the grading and construction project phases. The potential impacts for temporary grading and construction activities are discussed in answers XII.a and XII.b above. Implementation of Mitigation Measure N-1 and of the BMPs described above would reduce the potential impacts to a level below significance.

e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

No Impact. The project site is not located within an airport land use plan and is located outside the sphere of influence for the McClellan-Palomar Airport, which is the nearest public airport. The site is not located within the vicinity of a private airstrip. The nearest private airstrip is located approximately 4.65 miles to the northeast at Lake Wohlford Resort.

f) *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*

No Impact. See answer XII.e above.

Source(s): City of Escondido General Plan (City of Escondido, 2013); Field Investigation; Noise Technical Report (ESA, 2014)

Noise Avoidance, Minimization, and Mitigation. The following mitigation measures would be implemented to minimize potential impacts:

MM N-1: The project Applicant and/or contractor shall ensure that all construction equipment has properly operating mufflers.

MM N-2: Noise and groundborne vibration construction activities whose specific location on the project site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses.

MM N-3: Construction activities associated with the proposed project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools.

MM N-4: The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.

MM N-5: The Applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who is responsible for responding to any concerns regarding construction noise and vibration. The liaison's telephone number(s) shall be prominently displayed at the project site. Signs shall also be posted at the project site that include permitted construction days and hours.

MM N-6: Construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).

MM N-7: The operation of construction equipment that generates high levels of vibration, such as large bulldozers and loaded trucks, shall be prohibited within 45 feet of existing nearby residential structures during construction of the proposed project. Instead, small bulldozers not exceeding 310 horsepower shall be used within this area during grading and excavation operations. The use of smaller bulldozers would result in vibration levels of 0.01 PPV at the residences located immediately to the east and west of the project site, which would not exceed Caltrans' "barely perceptible" vibration criteria for transient vibration sources .

MM N-8: Prior to the issuance of a certificate of occupancy, the Applicant shall ensure that all exterior windows associated with the proposed residential uses at the project site shall be constructed to provide a sufficient amount of sound insulation to ensure that interior noise levels would be below an L_{dn} or CNEL of 45 dB in any room.

XIII. Population and Housing

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XIII. Population and Housing Discussion:

a) Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less Than Significant Impact. The project would build 16 additional single-family residences, which would incrementally increase the population in the immediate area by adding additional dwelling units. These additional units would support the City's Regional Share Housing Requirements and the General Plan Housing Policy 1.1 to expand the stock of all housing while preserving the health, safety, and welfare of residents, and maintaining the fiscal stability of the City. The project will be supported by one additional road/cul-de-sac that will be constructed within the project site to provide the new units with access to and from existing Stanley Avenue. Off-site intersection improvements identified in the TIA (Appendix G) will be constructed. No other infrastructure is proposed aside from utility improvements on the property that would tie into existing offsite municipal infrastructure.

b) Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

No Impact. The project site is currently vacant land. Therefore, no existing housing units would be displaced.

c) Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No Impact. See answer XIII.b above.

Source(s): City of Escondido General Plan (City of Escondido, 2013); Field Investigation; Project Description

XIV. Public Services

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XIV. Public Services Discussion:

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services?

i) Fire protection

Less Than Significant Impact. The project site is within the Rincon Del Diablo Fire Protection District with services provided by the Escondido Fire Department. Fire Station #7 is the closest station, approximately 1.5 miles from the site and located at 1220 North Ash. The project would incrementally increase the need for service in the area by adding 16 single-family residences. Consistent with the Citywide Facilities Plan, this increase would be offset by the payment of Public Facilities Fees paid at the time of building permit issuance. In addition, the project would be subject to fire building plan fees and review to ensure the development is in compliance with access and safety standards. Based on information provided by the City of Escondido, upon request for service, one engine and two ambulances will respond from station #7 within the response time mandated by the General Plan.

ii) Police protection

Less Than Significant Impact. The project would incrementally increase the need for additional police service with the development of 16 new residential units. Consistent with the Citywide Facilities Plan, this incremental increase would be offset by the payment of Public Facilities Fees paid at the time of building permit issuance. Based on information provided by the City of

Escondido, the Escondido Police Department will provide services from the new police and fire headquarters building located at 1161 North Centre City Parkway. Therefore, no impacts to service level are anticipated to result from the proposed development.

iii) Schools

Less Than Significant Impact. The site is within the Escondido Union School District and the Escondido Union High School District. The district maps show that students from the proposed development would be scheduled to attend North Broadway Elementary School, Rincon Middle School and Escondido High School. The Citywide Facilities Plan notes that new development leading to higher enrollment is a concern of the school districts' ability to maintain adequate school facilities that can accommodate greater student populations. Payment of the SB50 fees has been deemed to be adequate mitigation to offset potentially significant impacts to educational facilities. In addition, as part of the initial study submittal requirements, the City of Escondido requires letters from the school districts indicating their ability to provide school facilities that can serve the project. These letters are included in Appendix I.

iv) Parks

Less Than Significant Impact. The project would be developed on existing disturbed vacant and agricultural land. The proposed development would not occur on or require the conversion of park space. The nearest parks within an approximate half-mile to one-mile radius that would service the project include Jesmond Dene Park (35 acres), Reidy Creek Golf Course (65 acres), Rod McLeod Park (18 acres), El Norte Park (2.5 acres), and Daley Ranch (3,058 acres). The addition of 16 residential units would create an incremental increase in use of these existing park locations. According to the Citywide Facilities Plan, park services in Escondido are meeting threshold levels of service and the project would not significantly impact park services. In addition, the project would be required to pay a Park Fee upon issuance of building permits consistent with the growth management element of the General Plan and Quality of Life Goals.

v) Other public facilities

Less Than Significant Impact. Water and wastewater supply and utilities would be connected to existing City lines within the adjacent streets. The project would create an incremental increase on water and wastewater facilities demand with the additional units. According to Article 47, Section 33-924 of the City Municipal Code and City Quality of Life Standards, the project would be required to provide adequate sewer, water and drainage facilities for the area to the satisfaction of the City engineer and in accordance with adopted master plans. In addition, consistent with the Citywide Facilities Plan, Water Connection Fees and Wastewater Connection Fees would be paid to offset any potential impacts to these services upon issuance of building permits. Public Facilities Fees paid at the time of building permit issuance would also contribute to and offset the incremental increase on the demand for Library Services, also discussed in the Citywide Facilities Plan.

Source(s): Citywide Facilities Plan (City of Escondido, 2009); City of Escondido Comment Letter (2014); City of Escondido General Plan (City of Escondido, 2013); Fee Guide For Development Projects (City of Escondido, 2013); Field Investigation; Project Description

XV. Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XV. Recreation Discussion:

a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

No Impact. The project proposes the development of 16 single-family residences that would lead to an incremental increase on the use of public parks and recreational facilities. Impacts to these facilities would not be substantial and potential impacts would be offset by the payment of Park and Facilities Impact Fees paid upon issuance of building permits.

b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

No Impact. The project does not propose the development of recreational facilities and it does not require the construction or expansion of recreational facilities.

Source(s): Citywide Facilities Plan (City of Escondido, 2009); City of Escondido General Plan (City of Escondido, 2013); Fee Guide For Development Projects (City of Escondido, 2013); Field Investigation; Project Description

XVI. Transportation and Traffic

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with an adopted plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an adopted congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the appropriate congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, pedestrian facilities, or other alternate transportation or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVI. Transportation and Traffic Discussion:

A project-specific Traffic Impact Analysis (TIA) was performed by LLG Engineers (March 27, 2014) to analyze the project's potential impacts on existing and future Transportation and Traffic conditions in the project area. The study area includes the following five (5) existing intersections and five (5) street segments.

Intersections:

1. N. Broadway / Stanley Avenue
2. N. Ash Street / Stanley Avenue
3. N. Ash Street / Lehner Avenue
4. N. Broadway / Vista Avenue
5. N. Ash Street / Vista Avenue

Segments:

1. N. Ash Street: Between Stanley Avenue and Lehner Avenue
2. N. Ash Street: South of Vista Avenue
3. Stanley Avenue: East of N. Ash Street
4. Vista Avenue: Between N. Broadway and N. Ash Street
5. N. Broadway: South of Vista Avenue

The project-specific approach and methodology is based on guidance provided by the City of Escondido Engineering Staff, as follows:

1. The traffic study should include a SANDAG prepared Select Zone Assignment for the project to determine the project traffic distribution.
2. The traffic study should utilize the Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region (April 2002) published by SANDAG, to determine the project traffic volume.
3. Traffic should utilize the following scenarios to determine project traffic impacts at intersections and along roadway segments.
 - a. Existing Condition (based on new traffic counts)
 - b. Existing + Project Traffic Condition
 - c. Existing + Cumulative Projects Traffic Condition
 - d. Existing + Cumulative Projects + Project Traffic Condition

Level of service (LOS) is the term used to denote the different operating conditions which occur on a given roadway segment or intersection under various traffic volume loads. Level of service designations range from A to F, with LOS A representing the best operating conditions and LOS F representing the worst operating conditions. The LOS is used to determine whether or not a project will have a significant impact on an existing roadway or intersection based on local and/or regional thresholds called significance criteria.

The project study area includes locations that lay both within the City of Escondido and County of San Diego jurisdictions. The following is a summary of the significance criteria from each jurisdiction that was utilized in the TIA. The table below summarizes the amount of traffic which can be added to a Level of Services (LOS) D/E/F location before a significant impact is calculated in the City of Escondido.

Table 11: PROPOSED THRESHOLDS TO IDENTIFY PROJECTS SIGNIFICANT TRAFFIC IMPACT (CITY OF ESCONDIDO)

Level of Service with Project	Allowable Change due to Project Impact		
	Roadway Segments		Intersections Delay (sec.)
	V/C	Speed (mph)	
D, E, or F	0.02	1	2

*No Significant Impact occurs at areas in GP Downtown Specific Area that operates on LOS "D" or better.

*Mitigation measures should also be considered for any segment or intersection operating on LOS "F" subject to less than significant impact.

*V: Volume *C: Capacity (use LOS "E")

In addition to the City significance criteria thresholds shown in the table above, traffic volume increases from public or private projects that result in one or more of the following criteria will also have a significant traffic impact:

1. The additional or redistributed ADT generated by the Project will add 21 or more peak hour trips to a critical movement of an unsignalized intersection, and cause an unsignalized intersection to operate below LOS D, or
2. The additional or redistributed ADT generated by the project will add 21 or more peak hour trips to a critical movement of an unsignalized intersection currently operating at LOS E, or
3. The additional or redistributed ADT generated by the project will add 6 or more peak hour trips to a critical movement of an unsignalized intersection, and cause the unsignalized intersection to operate at LOS F, or
4. The additional or redistributed ADT generated by the project will add 6 or more peak hour trips to a critical movement of an unsignalized intersection currently operating at LOS F, or
5. Based upon an evaluation of existing accident rates, the signal priority list, intersection geometrics, proximity of adjacent driveways, sight distance or other factors, the project would significantly impact the operations of the intersection.

Project Impacts to Existing Traffic

Signalized intersections and unsignalized intersections were analyzed under AM and PM peak hour conditions. Street segment analysis is based upon the comparison of daily traffic volumes (ADTs) to the City of Escondido's and County of San Diego's Roadway Classification, LOS, and ADT Tables. All the study area intersections are calculated to currently operate at an acceptable service level of LOS C or better during both the AM and PM peak hours with the exception of the N. Ash Street and Vista Avenue intersection, which is calculated to currently operate at LOS E during the AM peak hour. In addition, all roadway segments are calculated to currently operate at acceptable LOS C or better on a daily basis (LLG, Traffic Impact Analysis, 2014, Appendix G).

The project is calculated to generate 160 daily trips with 13 trips (4 inbound/9 outbound) in AM peak hour and 16 trips (11 inbound/5 outbound) during PM peak hour. The project traffic was distributed to the local street system based on the project's proximity to I-15, local roadway network, employment centers, commercial areas, local schools and traffic circulation. In addition, future immediate area cumulative development potential was taken into consideration in the traffic analysis, as well as several specific cumulative development projects to analyze the impacts of the project with and without future development. Tables 12 and 13 on the following pages show the existing conditions and expected post-project operational conditions for affected intersections and road segments.

Table 12: NEAR-TERM INTERSECTION OPERATIONS

Intersection	Control Type	Peak Hour	Existing		Existing + Project			Significant?	Existing + Project + "Adjacent" Residential Projects			Significant?
			Delay ^a	LOS ^b	Delay	LOS	Δ ^c		Delay	LOS	Δ	
1. N. Broadway / Stanley Ave	MSSC ^d	AM	21.1	C	22.3	C	1.2	No	26.1	D	3.8	No
		PM	11.4	B	11.4	B	0	No	11.7	B	0.3	No
2. N. Ash St / Stanley Ave	AWSC ^e	AM	12	B	12.3	B	0.3	No	13	B	0.7	No
		PM	9	A	9.2	A	0.2	No	9.6	A	0.4	No
3. N. Ash St / Lehner Ave	AWSC	AM	30.5	E	31.4	E	0.9	No	23.4	C	(8.0) ^f	No
		PM	11.1	B	11.2	B	0.1	No	11.6	B	0.4	No
4. N. Broadway / Vista Ave	Signal	AM	13	B	13.1	B	0.1	No	14.2	B	1.1	No
		PM	8.7	A	8.7	A	0	No	8.9	A	0.2	No
5. N. Ash St / Vista Ave <i>Mitigated^g</i>	AWSC	AM	47	E	47.4	E	0.4	No	75.8	F	28.4	Yes
		AM						-	29.2	C		-
		PM	10.9	B	11	B	0.1	No	13.5	B	2.5	No

Footnotes:

- a. Average delay expressed in seconds per vehicle.
- b. Level of Service.
- c. Δ denotes an increase in delay due to project.
- d. MSSC – Minor street Stop Controlled intersection. Minor street left turn delay is reported.
- e. AWSC – All-Way Stop Controlled intersection.
- f. Intersection delay improved with rerouting of existing traffic due to closure of Lehner Avenue east of Vista Avenue through traffic, as part of the Zenner residential project.
- g. See *Figure 13-1 in TIA for mitigation* sketch.

General Notes: BOLD typeface indicates a potentially significant impact.

SIGNALIZED		UNSIGNALIZED	
DELAY/LOS THRESHOLDS	LOS	DELAY/LOS THRESHOLDS	LOS
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 45.0	D	25.1 to 30.0	D
45.1 to 80.0	E	30.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

Table 13: NEAR-TERM STREET SEGMENT OPERATIONS

Street Segment	Capacity (LOS E) ^a	Existing			Existing + Project			Significant?	Existing + Project + "Adjacent" Residential Projects				Significant?
		ADT ^b	LOS ^c	V/C ^d	ADT	LOS	V/C		ADT	LOS	V/C	A	
N. Ash Street Stanley Ave to Lehner Ave ^f South of Vista Ave ^f	12,000 ^g	4,200	B	0.276	4,280	B	0.282	No	4,700	B	0.309	0.028	No
	12,000 ^g	7,040	C	0.463	7,090	C	0.466	No	7,720	C	0.508	0.041	No
Stanley Avenue East of N. Ash St	4,500 ^h	660	C	N/A	820	C	N/A	No	1,120	C	N/A	N/A	No
	12,000 ^g	4,170	B	0.348	4,190	B	0.349	No	4,870	B	0.406	0.057	No
N. Broadway South of Vista Ave	37,000	10,740	A	0.29	10,820	A	0.292	No	11,710	A	0.316	0.024	No

Footnotes:

- a. Capacities based on the City of Escondido Roadway Classification Table (See Table 4-3 in the TIA).
- b. Average Daily Traffic
- c. Level of Service
- d. Volume to Capacity ratio
- e. Project Attributable increase in V/C
- f. Roadway Segment lies within County of San Diego.
- g. A 20% reduction in capacity was applied to this segment, as it is not fully built to City standards.
- h. Level of Service is not reported for residential streets since their primary purpose is to serve abutting lots, not carry through traffic. Level of service normally applies to roads carrying through traffic between major traffic generators and attractors. County equates LOC better than LOS C operations.

As shown in Table 12 above, analysis of the project's potential impacts to Existing Conditions and to Existing Conditions + Adjacent Residential Projects determined that all study area intersections are calculated to continue operation at LOS C or better during both the AM and PM peak hours except for the intersections of N. Broadway / Stanley Avenue and N. Ash Street / Vista Avenue. The N. Broadway / Stanley Avenue intersection is calculated to continue operation at LOS D during the AM peak hour. The N. Ash Street / Vista Avenue intersection is calculated to continue operation at LOS F, also during the AM peak hour. Potentially significant impacts would be associated with the change in LOS for the N. Ash Street / Vista Avenue intersection only, based on the significance criteria thresholds discussed above. As shown in Table 13 above, all of the study area street segments are calculated to continue operation at LOS C or better on a daily basis. Therefore, the project would have no significant impacts on street segment operation based on significance criteria thresholds (LLG, Traffic Impact Analysis, 2014, Appendix G).

Cumulative Project Impacts to Traffic

The analysis of the impacts at intersections from project implementation to cumulative conditions represents a more robust analysis of the potential long-term impacts associated with this project plus other reasonably foreseeable projects that will occur in the future in the immediate vicinity of the proposed project. Additionally, the cumulative analysis takes into account planned future changes to the roadway system. Specifically, a proposed subdivision at Lehner and Vista is currently being analyzed by the City, which includes the closure of the intersection of Lehner Avenue and Vista Avenue and the change of Lehner Avenue from a through street between Vista Avenue and N. Ash Street to a cul de sac with access from N. Ash Street only. Therefore, the cumulative analysis models future traffic conditions, given the proposed project plus reasonably foreseeable future projects on the road system with the planned changes previously described. Analysis of the project's potential cumulative impacts are shown on the following pages in Tables 14 and 15.

Table 14: EXISTING + PROJECT + CUMULATIVE PROJECTS INTERSECTION OPERATIONS

Intersection	Control Type	Peak Hour	Existing		Existing + Project + Total Cumulative Projects		Significant?
			Delay ^a	LOS ^b	Delay	LOS	
1. N. Broadway / Stanley Ave	MSSC ^d	AM	21.1	C	28.1	D	No
		PM	11.4	B	12.1	B	No
2. N. Ash St / Stanley Ave	AWSC ^e	AM	12	B	13.6	B	No
		PM	9	A	9.6	A	No
3. N. Ash St / Lehner Ave	AWSC	AM	30.5	E	25.2	D	No
		PM	11.1	B	11.8	B	No
4. N. Broadway / Vista Ave	Signal	AM	13	B	14.4	B	No
		PM	8.7	A	9.2	A	No
5. N. Ash St / Vista Ave <i>Mitigated^g</i>	AWSC	AM	47	E	78.1	F	Yes
		AM			32.7	C	-
		PM	10.9	B	15.2	C	No

Footnotes:

- a. Average delay expressed in seconds per vehicle.
b. Level of Service.
c. Δ denotes an increase in delay due to project.
d. MSSC – Minor street Stop Controlled intersection. Minor street left turn delay is reported. AWSC – All-Way Stop Controlled intersection.
e. Intersection delay improved with rerouting of existing traffic due to closure of Lehner Avenue east of Vista Avenue to through traffic, as part of the Zenner residential project.
f. See Figure 13-1 in the TIA for mitigation sketch.

SIGNALIZED		UNSIGNALIZED	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 45.0	D	25.1 to 30.0	D
45.1 to 80.0	E	30.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

General Notes:

BOLD and highlighted typeface indicates a potentially significant impact.

Table 15: EXISTING + PROJECT + CUMULATIVE PROJECTS SEGMENT OPERATIONS

Street Segment	Capacity (LOS E) ^a	Existing			Existing + Project + Total Cumulative			Significant?
		ADT ^b	LOS ^c	V/C ^d	ADT	LOS	V/C	
N. Ash Street								
Stanley Ave to Lehner Ave ^e	12,000 ^f	4,200	B	0.276	4,860	C	0.32	No
South of Vista Ave ^f	12,000 ^f	7,040	C	0.463	7,820	C	0.514	No
Stanley Avenue								
East of N. Ash St	4,500 ^g	660	C	N/A	1,200	N/A	N/A	No
Vista Avenue								
N. Broadway to Ash St	12,000 ^f	4,170	B	0.348	5,230	B	0.436	No
N. Broadway								
South of Vista Ave	37,000	10,740	A	0.29	12,420	A	0.336	No

Footnotes:

- Capacities based on the *City of Escondido Roadway Classification Table* (See Table 4-3 in the TIA).
- Average Daily Traffic
- Level of Service
- Volume to Capacity ratio
- Roadway Segment lies within County of San Diego.
- A 20% reduction in capacity was applied to this segment, as it is not fully built to City standards.
- Level of Service is not reported for residential streets since their primary purpose is to serve abutting lots, not carry through traffic. Level of service normally applies to roads carrying through traffic between major traffic generators and attractors. County equates LOC better than LOS C operations.

The cumulative analysis determined that all the study area intersections are calculated to continue to operate at LOS C or better during both the AM and PM peak hours with the exception of the intersections of N. Broadway / Stanley Avenue and N. Ash Street / Lehner Avenue, which will both continue to operate at LOS D during the AM peak hour; and with the exception of the intersection of N. Ash Street and Vista Avenue, which is forecast to continue to operate at LOS F during the AM peak hour. Based on the significance criteria thresholds, the project's cumulative impacts on the intersection of N. Ash Street / Vista Avenue would be considered significant (LLG, Traffic Impact Analysis, 2014, Appendix G). In addition, significant impacts as defined in Escondido Municipal Code Section 33-924 are triggered by this project.

Mid Afternoon Peak Hour Analysis

A Mid-Afternoon peak hour intersection analysis was conducted for all analysis scenarios to determine the operations at the two intersections during the afternoon school bell. Peak hour counts were conducted between 2:00 PM and 4:00 PM. Analysis of the project's potential impacts based on mid-afternoon peak hour analysis is shown on the following pages in Tables 16 and 17.

Table 16: NEAR-TERM INTERSECTION OPERATIONS (MID-AFTERNOON TIME FRAME)

Intersection	Control Type	Existing		Existing + Project		Significant?	Existing + Project + "Adjacent" Residential Projects			Significant?
		Delay ^a	LOS ^b	Delay	LOS		Δ ^c	Delay	LOS	
3. N. Ash St / Lehner Ave <i>Mitigated^e</i>	AWSC ^d	37.6	E	38.3	E	0.7	39.8	E	2.2	Yes
5. N. Ash St / Vista Ave <i>Mitigated^e</i>	AWSC	41.8	E	42.2	E	0.4	26.6	D	25.0	Yes
		-	-	-	-	-	28.8	C	-	-

Footnotes:

- a. Average delay expressed in seconds per vehicle.
- b. Level of Service.
- c. Δ denotes an increase in delay.
- d. AWSC – All-Way Stop Controlled Intersection.
- e. See Figure 13-1 in the TIA for mitigation sketch.

General Notes:

BOLD typeface indicates a potentially significant impact.

SIGNALIZED		UNSIGNALIZED	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 45.0	D	25.1 to 30.0	D
45.1 to 80.0	E	30.1 to 50.0	E

Table 17: EXISTING + PROJECT + CUMULATIVE PROJECTS INTERSECTION OPERATIONS (MID-AFTERNOON TIME FRAME)

Intersection	Control Type	Existing		Existing + Project + Total Cumulative Projects			Significant?
		Delay ^a	LOS ^b	Delay	LOS	Δ ^c	
3. N. Ash St / Lehner Ave <i>Mitigated^e</i>	AWSC ^d	37.6	E	45.3	E	7.7	Yes
				30.2	D	-	-
5. N. Ash St / Vista Ave <i>Mitigated^e</i>	AWSC	41.8	E	75.1	F	33.3	Yes
		-	-	31.3	C	-	-

Footnotes:

- a. Average delay expressed in seconds per vehicle.
- b. Level of Service.
- c. Δ denotes an increase in delay.
- d. AWSC – All-Way Stop Controlled intersection.
- e. See *Figure 13-1* in the TIA for mitigation sketch.

General Notes:

BOLD typeface indicates a potentially significant impact.

SIGNALIZED		UNSIGNALIZED	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 45.0	D	25.1 to 30.0	D
45.1 to 80.0	E	30.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

The mid-afternoon peak hour analysis determined that the project would have potentially significant impacts to the intersections of N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue under the Existing + Project + Adjacent Residential Project conditions and cumulatively under Existing + Project + Total Cumulative Project Conditions. Potentially significant impacts would be associated with the change in LOS at N. Ash Street / Vista Avenue and with the anticipated delays in service anticipated at both intersections (LLG, Traffic Impact Analysis, 2014, Appendix G).

a) Would the project conflict with an adopted plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

Less Than Significant With Mitigation. The TIA prepared for this project analyzed the near-term intersection operations, near-term street segment operations, highway capacity, traffic volumes associated with the Project + Adjacent Projects, and traffic volumes associated with the Project + future (cumulative) projects. Under the scenarios analyzed for Existing + Project + “Adjacent” Residential Projects; Existing + Project + Total Cumulative Projects; and for near-term and cumulative operations during the mid-afternoon time-frame; the project was found to result in potentially significant impacts to the intersections of N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue. The potentially significant impacts are associated with the anticipated change in LOS at N. Ash Street / Vista Avenue and with the anticipated delays in service anticipated at both intersections (LLG, Traffic Impact Analysis, 2014, Appendix G). Mitigation measures MM T-1 and MM T-2 discussed below provide for making improvements to both of

these intersections, for making associated street improvements, and for paying a fair-share contribution to signalize the intersection of N. Ash Street / Vista Avenue. Implementation of mitigation measures MM T-1 and MM T-2 will reduce the potential impacts to below significance.

b) Would the project conflict with an adopted congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the appropriate congestion management agency for designated roads or highways?

Less Than Significant With Mitigation. See XVI.a, above.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

No Impact. This project does not include any activities associated with air traffic.

d) Would the project substantially increase hazards due to a design feature (e.g., sharp curves of dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. The project design is consistent with City street design standards and this 16-unit residential development does not result in hazards related to design features.

e) Would the project result in inadequate emergency access?

No Impact. The project would require approval from emergency responders prior to construction and would incorporate any recommendations; however, the design is consistent with City street design and would not prevent emergency access to or from the development.

f) Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, pedestrian facilities, or other alternate transportation or otherwise decrease the performance or safety of such facilities?

No Impact. The closest public transportation access point is at North Broadway and Stanley Avenue, a North County Transit Authority Bus route. Two proposed Class III bicycle routes (provides for shared use with pedestrian or motor vehicle traffic) and one Class II bicycle route (provides a striped lane for one-way bike travel on a street or highway adjacent to auto travel lanes) are within 0.25 mile of the project site. The performance or safety of these proposed routes/existing roads would not be affected by the construction or operation of the development.

Source(s): Traffic Impact Analysis (LLG, 2014); General Plan Update, Mobility and Infrastructure Element.

Transportation and Traffic Avoidance, Minimization, and Mitigation. Two potentially significant impacts to transportation and traffic associated with the intersections listed below were determined based on the significance criteria thresholds:

1. N. Ash Street / Lehner Avenue
2. N. Ash Street / Vista Avenue

The following mitigation measures are included to mitigate potential impacts to below significance:

MM T-1: N. Ash Street / Lehner Avenue - The applicant shall improve this intersection prior to construction of the 40th dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).

MM T-2: N. Ash Street / Vista Avenue - The applicant shall improve this intersection with dedicated turn lanes on all approaches prior to construction of the 40th dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). School related signing and striping should be implemented at the intersection per the MUTCD. The developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction.

MM T-3: No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods

MM T-4: Provide a 4 foot wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue.

MM T-5: Prior to the issuance of a building permit, the applicant shall deposit with the City a Fair Share Contribution for the construction of a traffic signal at the N. Ash Street/Vista Avenue intersection to the satisfaction of the City Engineer.

XVII. Utilities and Service Systems

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVII. Utilities and Service Systems Discussion:

In the proposed Development Agreement for the project, the City acknowledges that it will have sufficient capacity in its infrastructure services and utility systems, including, flood control, sewer collection, sewer treatment, sanitation service and, except for reasons beyond the City's control, water supply, treatment, distribution and service, to accommodate the project. To the extent that the City renders such services or provides such utilities, the City agrees that it will serve the project and that there shall be no restriction on connections or service for the project except for reasons beyond the City's control. However, the City has indicated that it can guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project for only one (1) year from the Effective Date of the Development Agreement. The applicant acknowledges the risk of not having sufficient wastewater service availability should he not commence construction of the development within this one-year timeframe.

The Development Agreement for Tract 889 (a development previously approved by the City) located just west of the subject property requires Tract 889 to install a 12" water line in Stanley Avenue. The proposed development would benefit from the installation of that water line and the project's Development Agreement provides for the reimbursement of funds to the owner of Tract 889 for the installation of the 12" water line in Stanley Avenue in the amount of \$3,555 per unit.

New easements, as needed, will be provided for underground drainage, water, sewer, gas, electricity, telephone, cable, and other utilities and facilities.

a) Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Less Than Significant Impact. The project would require adequate sewer and treatment services for the proposed 16 single-family residential units. These services would be provided by existing City utility lines with approval by the City Engineer and in accordance with applicable Master Plans. The City has acknowledged that sufficient capacity for sewer collection, sewer treatment and sanitation service for the project will exist as of the Effective Date per the project's Development Agreement and will guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the project for one year from the Effective Date. The project would have no additional wastewater treatment elements that could exceed Regional Water Quality Control Board requirements.

b) Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact. Per the Project's Development Agreement with the City, the project will provide a reimbursement of \$3,555 per unit for construction of a new 12" water line within Stanley Avenue between Ash Street and Conway Drive. The project's contribution to construction of the new water line will provide adequate water supply and capacity to support the project and reduce potential impacts to a level below significance. No significant effects will occur from construction of the new water line that will take place within an existing street.

c) Would the project require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact. The project would incrementally increase the amount of surface runoff as a result of additional pavement and hardscaped surfaces created by the development and road improvements. The project proposes two on-site bioretention basins, which would collect and treat the runoff generated by the development before releasing it. The City has indicated that existing capacity is adequate to serve the project's storm water needs. The existing road drainage facilities are adequate to provide conveyance of increased storm water flows due to the minor road improvements. In addition, the project will contribute to new off-site drainage improvements through payment of a Community Benefit Fee/Infrastructure Deficiency Fee. Consequently, potential impacts would be less than significant.

d) Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

No Impact. According to the City of Escondido General Plan Figure III-12, the project is within the City of Escondido Utilities Department Water Service Area. Sufficient water supplies are available to serve the project from existing entitlements and resources. To ensure adequate supply and service, the project would comply with all applicable design criteria of the City of

Escondido 2012 Water Master Plan. In addition, the project would reimburse the owner of Tract 889 (a development previously approved by the City) for construction of new nearby off-site water line improvements as described above.

e) *Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

Less Than Significant Impact. According to the City of Escondido General Plan Figure III-14, the project is within the Escondido Sewer Service Area boundary and is identified as a future sewer service area in Figure 2-8 of the Escondido Wastewater Master Plan. The project would create an incremental increased demand on sewer service systems that would be offset by development impact fees including the Wastewater Connection Fee.

f) *Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?*

No Impact. Escondido Disposal, Inc. would provide the project with solid waste services. Solid waste would be taken to one of several transfer stations in the area and then disposed of at the Sycamore Landfill in Santee, California. According to the County of San Diego Countywide Integrated Waste Management Plan, this landfill has sufficient capacity to accommodate the project's solid waste.

g) *Would the project comply with federal, state, and local statutes and regulations related to solid waste?*

No Impact. The project would produce solid waste associated with both the construction and occupancy phases of the project. Both phases would implement required solid waste reduction measures to reduce the amount of waste generated, reuse and/or recycle materials to the greatest extent feasible, utilize materials made of post-consumer materials where possible, and dispose of solid waste at an appropriate facility in compliance with all federal, state, and local statutes and regulations.

Source(s): Citywide Facilities Plan (City of Escondido, 2009); City of Escondido General Plan (City of Escondido, 2013); Countywide Integrated Waste Management Plan (County of San Diego, 2012); Development Agreement (2014); Fee Guide For Development Projects (City of Escondido, 2013); Field Investigation; Project Description; Wastewater Master Plan (City of Escondido, 2012); Water Master Plan (City of Escondido, 2012); Water Quality Technical Report (Barger Engineering, 2013)

XVIII. Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

XVIII. Mandatory Findings of Significance Discussion:

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant With Mitigation. Implementation of City requirements to replace the 8 mature trees that would be removed by project construction on a 1:1 ratio and with a minimum size of 24-inch box would reduce the impacts from loss of this resource (**MM BIO-1**). The project would result in potential impacts to raptors and nesting birds. Any project activity that has a potential to directly adversely affect raptors and nesting birds (e.g., removal of a nest) would implement **MM BIO-2 and 3** to ensure no impact would occur to nesting birds and to ensure trees removed from the site for construction would be replaced. Potential off-site water quality impacts that could affect wildlife are addressed through the implementation of **MM BIO-4**. Impacts to NNG would be mitigated by the purchase of off-site credits at the Daley Ranch Mitigation Bank at a 0.5:1 ratio per the City's Draft Subarea Plan, as required by **MM BIO-5**.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less Than Significant With Mitigation. No impacts were identified as potentially cumulatively significant except for traffic impacts associated with a potential decrease in LOS at the intersections of N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue as discussed in the Transportation and Traffic section above (LLG, Traffic Impact Analysis, 2014, Appendix G). Therefore, mitigation measure **MM T-1 through 5** will be implemented to ensure this impact is

reduced below significance. Incremental increases in impacts to the environment (e.g., air, biological resources, land use, etc.) are within the thresholds set by the City's General Plan and supporting planning documents.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant With Mitigation. Potential significant impacts associated with construction noise have been identified. Implementation of **MM N-1 through 8** will reduce these potential adverse effects on human beings to below significance. In addition, project activities that have a potential to adversely affect human beings (e.g., potential for spill during construction) would implement BMPs to ensure no impact would occur.

REFERENCES

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- Duke CRM. 2013. Draft Cultural and Paleontological Resources Assessment for the Boer Tract, Tract # 5, City of Escondido, California (DUKE CRM Project No. C-0127)

ESA. 2014. Boer Residential Project, Air Quality and Greenhouse Gas Emissions Technical Report.

ESA. 2014. Boer Residential Project, Noise Technical Report.

Linscott, Law, and Greenspan. 2014. Traffic Impact Analysis, Boer Residential Project.

Petra. 2013. Geotechnical Plan Review, Proposed Single Family Residential Development, Portion of Lot J in Block 418, Tract 1520 (APN 224-142-04), Located between Stanley Avenue and Lehner Avenue, City of Escondido, California.

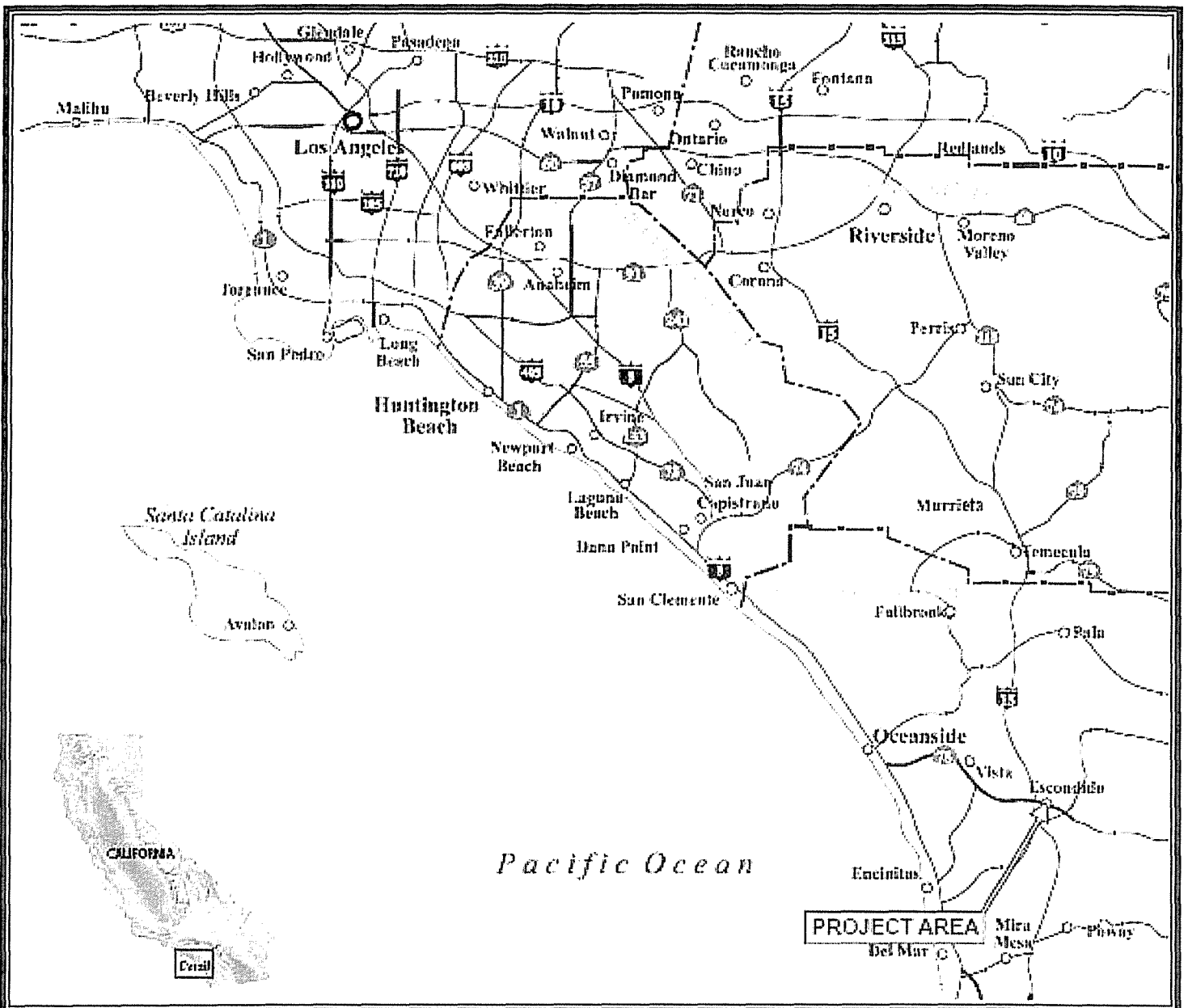
Petra. 2013. Phase I Environmental Site Assessment, Assessor Parcel Number (APN) 224-142-04, Tract 5 (Boer Project), Stanley Avenue, City of Escondido, San Diego County, California.

San Diego Associated Governments (SANDAG). 2003. Multiple Habitat Conservation Program for the Cities of Carlsbad, Oceanside, San Marcos, Solana Beach, and Vista, Volume I. (Available at http://www.sandag.org/programs/environment/habitat_preservation/mhcp_vol1.pdf)

VCS Environmental. 2014. Habitat Assessment and Tree Survey.

Appendix A

Figures

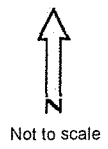


SUB-13-0003

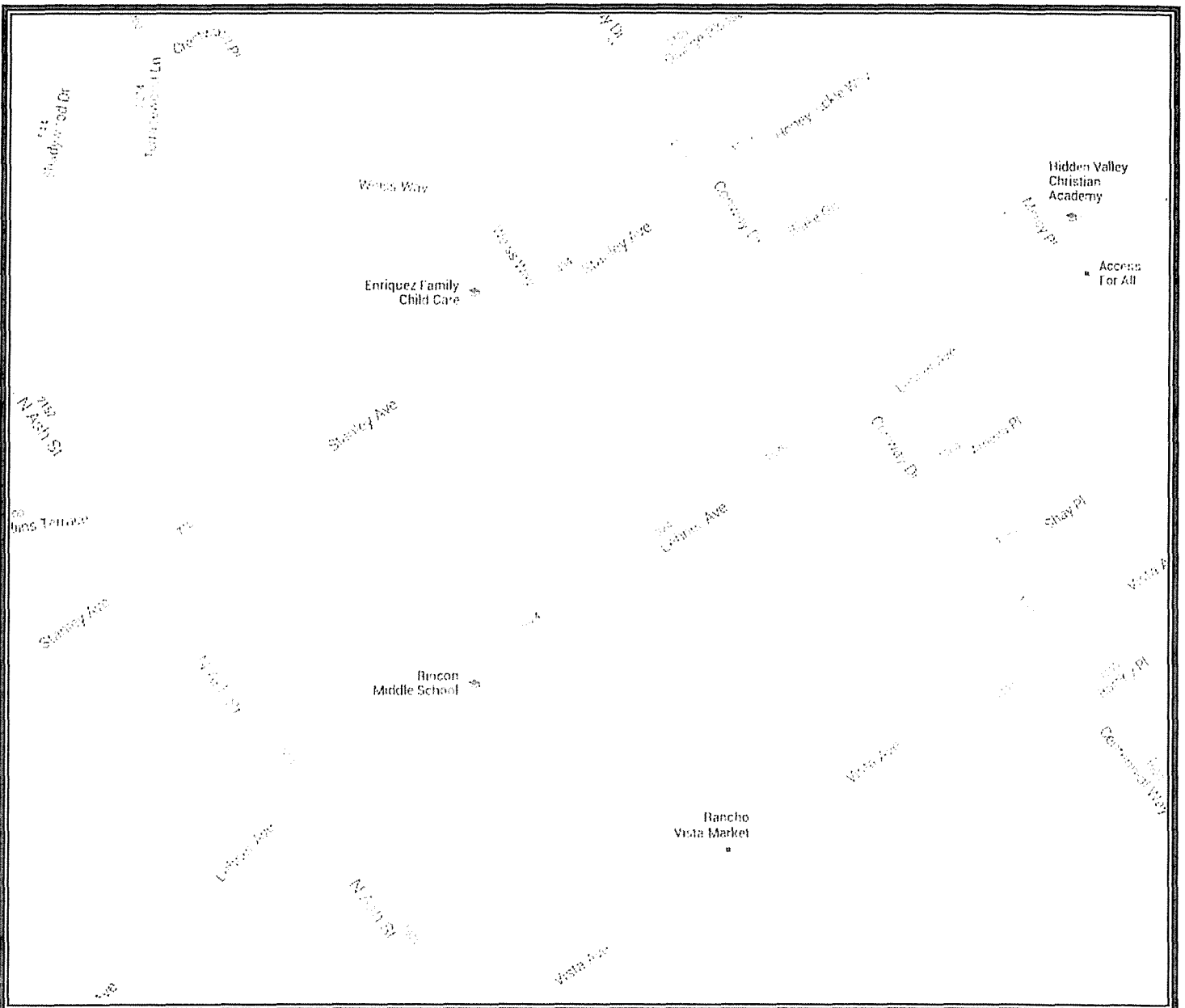
Regional Map

VCS ENVIRONMENTAL
30900 Rancho Viejo Road, Suite 100
San Juan Capistrano, CA 92675
(949) 489-2700
Fax (949) 489-0309

FIGURE 1



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SUB-13-0003

Vicinity Map

Data Source: Google Earth



Approximate Project Boundary



Not to scale

VCS ENVIRONMENTAL
 30900 Rancho Viejo Road, Suite 100
 San Juan Capistrano, CA 92675
 (949) 489-2700
 Fax (949) 489-0309

FIGURE 2



SUB-13-0003

Aerial Map

Data Source: Google Earth



Approximate Project Boundary



Not to scale

VCS ENVIRONMENTAL
30900 Rancho Viejo Road, Suite 100
San Juan Capistrano, CA 92675
(949) 489-2700
Fax (949) 489-0309

FIGURE 3

CITY OF ESCONDIDO TRACT NO. _____

TENTATIVE SUBDIVISION MAP

GENERAL NOTES

1. LEGAL DESCRIPTION: PORTION OF LOT J IN BLOCK 416, TRACT 1500.
2. ADDRESS: _____ STANLEY AVENUE, ESCONDIDO, CA.
3. ZONING: SINGLE FAMILY RESIDENTIAL, R-1-10.
4. GENERAL PLAN LAND USE: RESIDENTIAL.
5. NUMBER OF PROPOSED LOTS = 16
6. SUBDIVISION GROSS AREA = 218,078 SQ. 5.0 ACRES.
7. SUBDIVISION NET AREA = 184,489 SQ. 4.24 ACRES.
8. PUBLIC SEWER: CITY OF ESCONDIDO.
9. PUBLIC WATER: CITY OF ESCONDIDO.
10. ASSessor'S PARCEL NUMBER: 24-142-04.
11. 25-FOOT: ESCONDIDO UNION SCHOOL DISTRICT, HIGHWAY ELEMENTARY SCHOOL.
12. GRADING EXCEPTIONS FOR SLOPE HEIGHTS: 12' FILL
13. ALL PROPOSED SLOPES ARE 2:1 HORIZONTAL TO 1:1 VERTICAL INCLINATION.
14. PROPOSED GRADING QUANTITIES ARE:
 CUT = 14,300 CY
 FILL = 14,300 CY
 EXPORT = 0 CY; BALANCED JOB

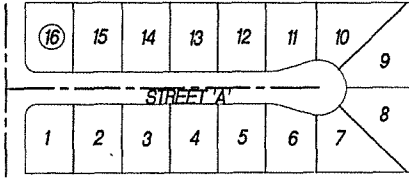
GENERAL NOTE

WE HEREBY CERTIFY THAT WE ARE THE RECORD OWNERS OF THE SAID MAP AND SHOWS ALL OF OUR CONTIGUOUS OWNERSHIP IN WHICH WE HAVE AN INTEREST AND THAT THE PROPERTY IS ASSIGNED CONTIGUOUS FRONT LOTTING SEPARATED BY ROADS, STREETS, UTILITY EASEMENTS OR RAILROAD RIGHTS OF WAY.

MARK FERNANDEZ, REGISTERED
 PACIFIC LAND INVESTORS, LLC

DATE _____

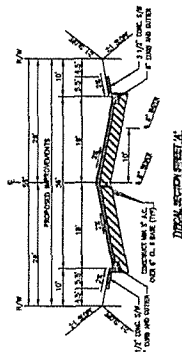
STANLEY AVENUE



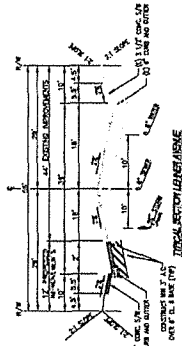
LENER AVENUE



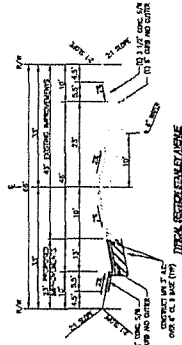
SCALE: 1"=100 FT.



TYPICAL SECTION STREET CURB AND GUTTER



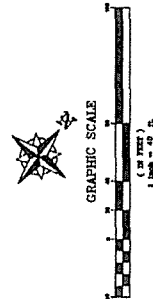
TYPICAL SECTION STREET CURB AND GUTTER WITH STORM DRAIN



TYPICAL SECTION STREET CURB AND GUTTER WITH FIRE HYDRANT

LEGEND:

- PROPERTY LINE
- LOT LINE
- CURB AND GUTTER
- CURB INLET
- FIRE HYDRANT
- 2:1 SLOPES
- CONCRETE BROW DITCH
- STORM DRAIN
- WATER MAIN
- SEWER MAIN
- MANHOLE
- BOILERSTEIN BASIN
- CURB OUTLET
- FLOW ARROW



GRAPHIC SCALE



ENGINEER OF WORKS:

BARGER ENGINEERING
 2651 GRANVELLI LANE
 ESCONDIDO, CA 92025
 PHONE: (760) 743-4217
 FAX: (760) 743-4217



PROJECT NO. _____

DATE: _____

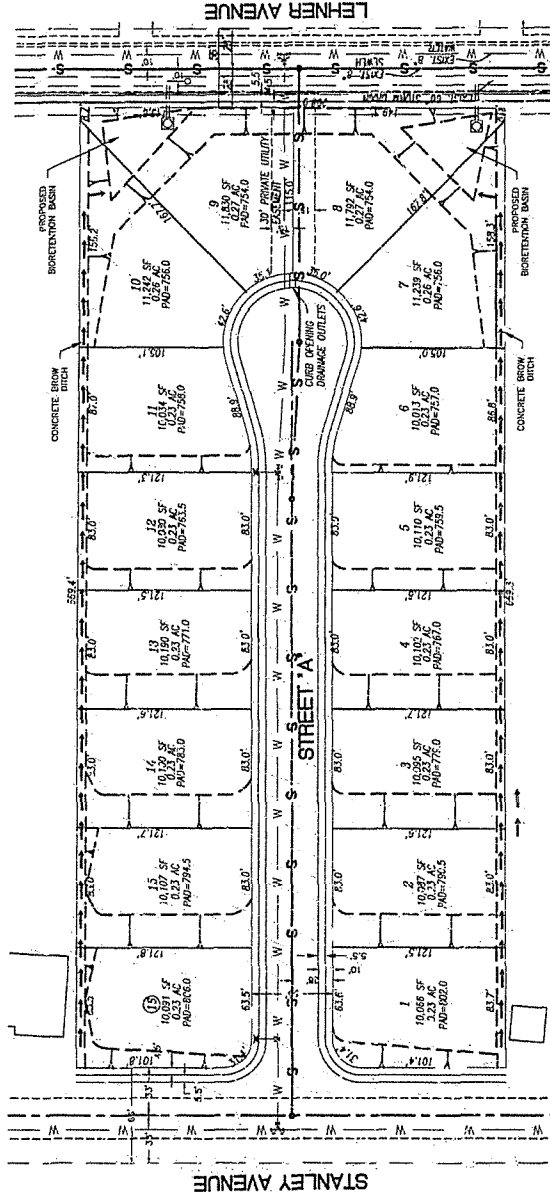
SCALE: _____

SHEET NO. _____

OF 2 SHEETS

DESIGNED BY:	DATE:
DRAWN BY:	CHECKED BY:
DATE:	DATE:

CITY OF ESCONDIDO TRACT NO. _____
TENTATIVE SUBDIVISION MAP

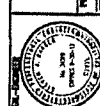


GRAPHIC SCALE



NO.	BY	DATE	CHECKED BY	DATE

ENGINEER OF WORK:
BARGER ENGINEERING
 2533 GAMBELLI LANE
 ESCONDIDO, CA 92025
 PH: (760) 743-4217
 FAX: (760) 743-4217
 REG. NO. _____
 REG. EX. _____
 REG. EX. _____



City of Orange, California
 1/23/2017 10:00 AM

Bill Martin

From: Patricia Borchmann <patriciaborchmann@gmail.com>
Sent: Tuesday, May 20, 2014 10:33 AM
To: Jay Petrek
Cc: Barbara Redlitz; Bill Martin; Ed Domingue; Patricia Borchmann
Subject: The 2 Subdivisions for Planning Commission May 27, 2014 (in N.Broadway Deficiency Area)

Thank you for contacting me by phone late yesterday afternoon about the multiple projects in North Broadway Deficiency Area. With so many projects under same ownership (Pacific Land Investors) all being processed at various stages (which are all within the North Broadway Deficiency Area), cases are easily confused !

To confirm, these are the 2 subdivisions currently scheduled for Planning Commission next Tuesday (May 27, 2014), which are either currently in, or have just completed the public review/comment period on the Mitigated Negative Declarations last Monday May 19, 2014 - (Cases and), is that correct?

For the Planning Commission Staff Reports being prepared for both cases (May 27, 2014 PC Mtg), I feel it is important, and essential to address the larger infrastructure needs in North Broadway Deficiency Area (NBDA), which will be affected by both pending subdivisions. My concern pertains to the Council's recent action to accept reduced Deficiency Fees/unit when Council authorized initiation of Annexation(s) on other PLI-owned parcels in the NBDA.

As you recall, Council's action to allow deficiency fee reductions at that time was NOT included in project description(s), OR PROJECT ANALYSES when Annexation(s) were initiated, so at that time I posed an objection that Council's action exceeded the scope of authority, and I still assert a General Plan Amendment (GPA) to the 2012 Growth Management Policies/Implementation Plan would be a necessary undertaking.

There is an obvious NEXUS BETWEEN major infrastructure gaps and deficiencies pertaining to these 2 subdivisions going to Planning Commission (primarily drainage, traffic; and secondary tier deficiency impacts to schools, and all public services), and the larger infrastructure deficiencies in North Broadway Deficiency Area NBDA.

While attorney Dave Ferguson successfully persuaded Council to accept deficiency fee reductions (approx. \$5,000 per lot) when the first new Annexation was initiated for processing in early 2014, it is still worth debating whether those deficiency fee reduction(s) OR CITY SUBSIDY WAS meant to apply to all the P.L.I.-owned PROPERTIES. Because I attended that meeting and spoke on this specific topic a few months ago, I clearly recall how Dave Ferguson's proposal to reduce deficiency fees (from \$17,000 to 12,000 per lot) was only presented as a spontaneous proposal, and it was not based on any sophisticated fiscal analysis of City wide deficiencies, or deficiencies in North Broadway Deficiency Area (NBDA), or potential impacts to City's infrastructure needs, or future budget(s).

I assert that the action taken by Council when the first 2014 Annexation was initiated a few months ago, that the cumulative fiscal impact of that action was never fully understood, or evaluated, or meant to apply to a total of 688 potential new lots within NBDA. This 'is a serious fiscal issue that needs to be resolved sooner, rather than later ! Analysis to address these issues I believe should be included in Staff Report(s) for next Tuesday's Planning Commission meeting, where both subdivisions will be considered.

The REASON this IS RELEVANT NOW TO THE MITIGATED NEGATIVE DECLARATIONS prepared for both cases, is the CEQA standard about whether **'there is any new information now available, which could not have been considered or evaluated earlier when previous environmental review was performed, or some similar language in CEQA.**

For both these subdivisions, the answer is YES. The highly relevant NEW INFORMATION consists of the 2012 FEMA map update(s), which resulted in maps reflecting more severe flooding patterns in NBDA. The 2012 updated FEMA maps pertaining to NBDA indicate a need for greater flood control remedial work is necessary than was previously recognized (or analyzed), including replacement of the undersized box culvert under Centre City Parkway !!!

Despite City Council's cavalier action to reduce deficiency fees when the first 2014 Annexation was initiated a few months ago, it would be irresponsible to ignore this important issue, or to 'keep digging a deeper fiscal hole' caused by a readily FORESEEABLE SUBSIDY problem, or making known deficiencies even worse.

If possible, please contact me after you confirm with Engineering about the 2012 FEMA map update, and the undersized box culvert under Centre City Parkway, and an updated fiscal/engineering analysis of Deficiency Fees for North Broadway Deficiency Area.

It is suggested that both these cases may need to be withdrawn from Tuesday's Planning Commission, and rescheduled in order to resolve READILY FORESEEABLE on, and off-site drainage and traffic issues.

Thank you for consideration. Questions? Call me at 760 580 7046.

Patricia Borchmann

RESOLUTION NO. 2014-58

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A 16-LOT RESIDENTIAL
TENTATIVE SUBDIVISION MAP WITH
GRADING EXEMPTIONS

Case No. SUB 13-0003

WHEREAS, on May 27, 2014, the Planning Commission considered and recommended approval of the application for a proposed 16-lot Tentative Subdivision Map with seven Grading Exemptions for fill slopes up to 13 feet in height for the development of 16 single-family residences on approximately 4.63-acres of land generally located on the southern side of Stanley Avenue and northern side of Lehner Avenue, between Conway Drive and Ash Street (APN 224-142-04), more particularly described in Exhibit "C" and incorporated by this reference; and

WHEREAS, the City Council has reviewed the request for the Tentative Subdivision Map, and has reviewed and considered the Mitigated Negative Declaration (Case No. SUB 13-0003) prepared for the project, and has determined the project would not have any significant impacts to the environment since all project related impacts have been mitigated; and

WHEREAS, Ordinance No. 78-2 enacted pursuant to Section 65974 of the California Government Code and pertaining to the dedication of land and fees for school facilities has been adopted by the City of Escondido; and

WHEREAS, this City Council has considered the request, the staff report, the recommendations of the Planning Commission and the appropriate agencies, and public testimony presented at the Council hearing and incorporates by reference the

findings made in the Council report; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Tentative Subdivision Map as reflected in the staff reports, and on plans and documents on file in the offices of the City Clerk and Planning Division;

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

1. That the above recitations are true.
2. That the City Council has reviewed and considered the Mitigated Negative Declaration, the staff reports, and has heard and considered testimony given at the public hearing, and certifies the project would not result in any significant impacts to the environment because all previously identified impacts have been mitigated to less than a significant level.
3. That the Findings of Fact, attached as Exhibit "A" and incorporated by this reference, were made by said Council.
4. That upon consideration of the Findings, all material in the staff report (a copy of which is on file in the Planning Division), public testimony presented at the hearing, and all other oral and written evidence on this project, this City Council approves the Tentative Subdivision Map (Case No. SUB 13-0003) as reflected on plans and documents on file in the offices of the City Clerk and Planning Division, and subject to Conditions of Approval set forth as Exhibit "B" and incorporated by this reference.
5. That this Tentative Subdivision Map shall be null and void unless a Final Map, conforming to the Tentative Subdivision Map and all required conditions, is filed

within the five-year term of the associated Development Agreement, or unless an Extension of Time is granted pursuant to Section 66452.6 of the California Government Code.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 66020(d)(1):

1. NOTICE IS HEREBY GIVEN that the project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Community Development Department and Public Works Department. The project is also subject to dedications, reservations, and exactions, as specified in the Conditions of Approval.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020.

**FINDINGS OF FACT
SUB 13-0003
EXHIBIT "A"**

Tentative Map

1. The proposed map is consistent with the guidelines of the General Plan, Zoning Ordinance and Subdivision Ordinance that permit discretion in unique circumstances for infill developments that meet the development standards for the zone and land use designation in which they are located. This allows a project density of 3.45 units per net acre where the Suburban designation of the General Plan would otherwise allow 3.3 units per acre.
2. The design and improvements of the proposed subdivision are consistent with the General Plan since the minimum lot sizes meet those identified in Suburban designation and the R-1-10 development standards established in the Zoning Ordinance.
3. The site is suitable for this residential type of development proposed since it is consistent with other approved subdivisions in the immediate area and the proposed Grading Exemptions only slightly exceed code requirements and will mostly be visible to future residents on the development.
4. The site is physically suitable for the proposed density of approximately 3.45 units/acre since the design of the subdivision meets all requirements of the Suburban land use designation of the General Plan and the Zoning Code.
5. The design of the map and the type of improvements are not likely to cause serious public health problems since adequate water and sewer can be provided and the Development Agreement includes provisions for street and infrastructure upgrades in the immediate area.
6. The design of the map and the type of improvements will not conflict with any easements of record, of easements established through court judgments, or acquired by the population at large, for access through, or for use of the property within the proposed map since all existing easements and rights-of-way will be preserved.
7. All of the requirements of the California Environmental Quality Act have been met. It was found that the project will have potentially significant biological, noise and traffic/circulation impacts that can be reduced to below a level of significance with adopted mitigation measures.
8. The design of the map has provided, to the extent feasible, for future passive or natural heating or cooling opportunities. Landscaping shall provide passive cooling opportunities via shading of each unit.
9. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code will be obtained prior to recordation of the map or as otherwise specified in the Development Agreement.

Grading Exemptions

1. Granting the seven proposed Grading Exemptions is consistent with the Grading Design Guidelines for the following reasons:
 - a. The proposed Grading Exemptions are for fill slopes up to 13 feet in height that are within 50' of an exterior property line and are generally located along side yards between building pads. These slopes would be partially screened by the homes that would be constructed in front of them. Landscaping installed on the slopes would help soften the visual effect.
 - b. The proposed fill slopes would be structurally stable since all slopes will be manufactured to a standard 2:1 inclination.

- c. The proposed design of the slopes would not adversely affect any adjoining septic systems since cut slopes are generally located in areas of the project where no impacts would occur to nearby septic systems. The proposed project will be provided with sewer service.
- d. The proposed slopes would not disturb the use of any adjacent property since they would not block existing views from adjacent parcels, disturb any utilities or drainage facilities, obstruct circulation patterns or access, nor preclude the future development of any adjacent parcel.

Development Agreement

1. The proposed Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan since there are no changes proposed to the General Plan land use designations or policies that affect development of the site, a Citywide Facilities Plan has been adopted to address infrastructure deficiencies on a citywide basis and the agreement has a provision for a community benefit that could not otherwise be required of the developer.
2. The proposed Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the property is located since the General Plan land use designation for the site is Suburban, which allows the number of dwelling units approved for the development in conformance with Subdivision Ordinance Section 32.202.03.
3. The proposed Development Agreement is in conformity with the public convenience and general welfare since the proposed agreement provides for construction of street and water line upgrades in the project area and payment of a fee needed to construct future improvements that resolve traffic and drainage infrastructure issues in the North Broadway area.
4. The proposed Development Agreement will not adversely affect the orderly development of property or the preservation of property values since the project will be developed in conformance with the existing General Plan designation on the property.
5. The proposed Development Agreement is consistent with Government Code Section 65864, which states that the lack of certainty in the approval of development projects can result in a waste of resources and escalated housing costs while discouraging comprehensive planning because the proposed agreement provides for a five-year term and provides certainty as to the payment and construction obligations for associated public improvements.

**CONDITIONS OF APPROVAL
SUB 13-0003
EXHIBIT "B"**

Project Mitigation Measures

1. **MM BIO-1:** To replace the 8 removed mature or protected trees, 8 trees shall be replaced on site at a 1:1 ratio. Replacement trees shall be at a minimum size of 24-inch box.
1. **MM BIO-2:** A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the project site if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.
2. **MM BIO-3:** If project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist shall survey potential nesting vegetation within the project site for nesting birds, prior to commencing any project activity. Surveys shall be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings shall be submitted to the City for review and concurrence prior to conducting project activities. If no nesting birds were observed and concurrence was received, project activities may begin. If an active bird nest is located, the nest site shall be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area shall not be disturbed until after September 1 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work shall occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.
3. **MM BIO-4:** To address potential impacts to water quality that may affect offsite wildlife species, a construction SWPPP shall be developed to minimize erosion and identify specific pollution prevention measures that will eliminate or control potential point and nonpoint pollution sources on-site during and following the project's construction phase. The SWPPP shall meet the requirements of the Construction General Permit and shall identify potential pollutant sources associated with construction activities; identify non-storm water discharges; develop a water quality monitoring and sampling plan; and identify, implement, and maintain best management practices (BMPs) to reduce or eliminate pollutants associated with the construction site.
4. **MM BIO-5:** To compensate for the loss of 4.48 acres of NNG, the applicant shall purchase 2.24 mitigation credits from the Daley Ranch Bank or other approved mitigation bank.
5. **MM N-1:** The project Applicant and/or contractor shall ensure that all construction equipment has properly operating mufflers.
6. **MM N-2:** Noise and groundborne vibration construction activities whose specific location on the project site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses.
7. **MM N-3:** Construction activities associated with the proposed project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools.
8. **MM N-4:** The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.

9. **MM N-5:** The Applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who is responsible for responding to any concerns regarding construction noise and vibration. The liaison's telephone number(s) shall be prominently displayed at the project site. Signs shall also be posted at the project site that include permitted construction days and hours.
10. **MM N-6:** Construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).
11. **MM N-7:** The operation of construction equipment that generates high levels of vibration, such as large bulldozers and loaded trucks, shall be prohibited within 45 feet of existing nearby residential structures during construction of the proposed project. Instead, small bulldozers not exceeding 310 horsepower shall be used within this area during grading and excavation operations. The use of smaller bulldozers would result in vibration levels of 0.01 PPV at the residences located immediately to the east and west of the project site, which would not exceed Caltrans' "barely perceptible" vibration criteria for transient vibration sources.
12. **MM N-8:** Prior to the issuance of a certificate of occupancy, the Applicant shall ensure that all exterior windows associated with the proposed residential uses at the project site shall be constructed to provide a sufficient amount of sound insulation to ensure that interior noise levels would be below an L_{dn} or CNEL of 45 dB in any room.
13. **MM T-1:** N. Ash Street / Lehner Avenue - The applicant shall improve this intersection prior to construction of the 40th dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).
14. **MM T-2:** N. Ash Street / Vista Avenue - The applicant shall improve this intersection with dedicated turn lanes on all approaches prior to construction of the 40th dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). School related signing and striping should be implemented at the intersection per the MUTCD. The developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction.
15. **MM T-3:** No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods.
16. **MM T-4:** Provide a 4 foot wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue.
17. **MM T-5:** Prior to the issuance of a building permit, the applicant shall deposit with the City a Fair Share Contribution for the construction of a traffic signal at the N. Ash Street/Vista Avenue intersection to the satisfaction of the City Engineer.

Planning Division Conditions

1. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued, including any applicable City-Wide Facilities fees subject to the terms of the associated Development Agreement.
2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Division, Building Division, and Fire Department.

3. If blasting is required, verification of a San Diego County Explosives Permit and a copy of the blaster's public liability insurance policy shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
4. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
5. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
6. All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting) of the Escondido Zoning Code. All outdoor lighting shall be provided with appropriate shields to prevent light from adversely affecting adjacent properties.
7. The design of the project shall be in substantial conformance with the plans/exhibits and details in the staff report to the satisfaction of the Planning Division.
8. All new utilities shall be underground.
9. The City of Escondido hereby notifies the applicant that State Law (SB 1535) effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Game. If the project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with state law, the applicant should remit to the City of Escondido Planning Division, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to "County Clerk", in the amount of \$2,231.25 for a project with a Negative Declaration. These fees include an authorized County administrative handling fee of \$50.00. Failure to remit the required fees in full within the time specified above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. Commencing January 1, 2007, the State Clearinghouse and/or County Clerk will not accept or post a Notice of Determination filed by a lead agency unless it is accompanied by one of the following: 1) a check with the correct Fish and Game filing fee payment, 2) a receipt or other proof of payment showing previous payment of the filing fee for the same project, or 3) a completed form from the Department of Fish and Game documenting the Department's determination that the project will have no effect on fish and wildlife. If the required filing fee is not paid for a project, the project will not be operative, vested or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code).
10. All project generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
11. Three copies of a revised Tentative Map, reflecting all modifications and any required changes shall be submitted to the Planning Division for certification prior to submittal of grading and landscape plans and the final map.
12. All lots shall meet the lot area and average lot width requirements of the underlying R-1-10 zone. Conformance with these requirements shall be demonstrated on the Tentative Map submitted for certification, the grading plan and final map. Non-compliance with these minimum standards will result in revisions to the map.
13. Prior to submittal of building plans into plan check, the applicant shall submit a design review application package to the Planning Division with the appropriate fee. Building permits will not be issued until the lot plotting, home designs and project landscaping have been approved by Planning staff through design review.
14. No street names are part of this approval. A separate request shall be submitted prior to final map.
15. All habitable buildings shall be noise-insulated to maintain interior noise levels not exceeding 45 dBA or less.

16. Prior to recordation of the final map, two copies of the CC&Rs shall be submitted to the Planning Division for review and approval. The CC&Rs shall contain provisions for the maintenance of any common landscaping, walls, utility easements and pedestrian walkways, common drainage facilities, etc. to the satisfaction of the Planning and Engineering Divisions. A review fee established in the current fee schedule shall be collected at the time of submittal.
17. Prior to recordation of a final map, the applicant shall have the opportunity to annex into the Landscape Maintenance District for the ongoing maintenance of the landscaping along Stanley Avenue and Lehner Avenue. The establishment of the Landscape Maintenance District shall be noted in the CC&Rs for the project. These areas shall be placed in landscape and/or storm water easements if deemed appropriate by the Planning and Engineering Divisions.
18. All proposed grading shall conform with the conceptual grading as shown on the Tentative Map, or as otherwise specified in the Development Agreement. Seven Grading Exemptions (all of which are for fill slopes that exceed 10 feet in height within 50 feet of the property boundaries) are approved for this project. The approved exemptions are listed below:

Lot 2:	12' fill slope (within 50' of exterior property line)
Lot 3:	12' fill slope (within 50' of exterior property line)
Lot 4:	13' fill slope (within 50' of exterior property line)
Lots 7 and 8:	13' fill slope (within 50' of exterior property line)
Lot 13:	12' fill slope (within 50' of exterior property line)
Lot 14:	12' fill slope (within 50' of exterior property line)
Lot 15:	13' fill slope (within 50' of exterior property line).
19. This Tentative Subdivision Map shall expire concurrent with the expiration of the Development Agreement if a final map has not been approved or an extension of time has not been granted.

Landscaping Conditions

1. Prior to occupancy, all perimeter, slope, front yard, and storm water landscaping shall be installed. All vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan. All irrigation shall be maintained in fully operational condition.
2. Seven copies of a detailed landscape and irrigation plan(s) shall be submitted prior to issuance of grading or building permits to the satisfaction of the Planning Division. A plan check fee based on the current fee schedule will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Water Efficient Landscape Regulations) of the Escondido Zoning Code. The plans shall be prepared by, or under the supervision of a licensed landscape architect.
3. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
4. Street trees shall be provided along each of the site's street frontages, in conformance with the Landscape Regulations and the City of Escondido Street Tree List. Trees within five feet of the pavement shall be provided with root barriers.
5. Details of project fencing and walls, including materials and colors, shall be provided on the landscape plans.

Fire Department Conditions

The following is a list of general requirements for the project. Plan submitted did not necessarily contain all the required information in order to conduct a complete plan check. There may be additional requirements based on the plans submitted in the future. Compliance with all conditions shall be to the satisfaction of the Fire Marshal.

Fire Protection Systems

1. NFPA 13 NFPA 13R NFPA 13D **automatic fire sprinkler system** will be required.
2. Sprinklers will be required on all overhangs exceeding four feet.
3. Fire hydrants capable of delivering 1,500 GPM 2,500 GPM at 20 PSI residual pressure are required every 500 feet 300 feet other _____ High wild land fire area. Reduction may be considered for sprinklers.

Access

4. Access roads exceeding 20% slope are not allowed. Homes with driveways exceeding 15% will require Portland cement with rake or broom finish.
5. Speed humps/bumps will not be allowed.
6. Minimum radius for a cul-de-sac must be 36 feet.
7. All-weather paved access, able to support the weight of a fire engine (50K lbs.) and approved fire hydrants must be provided prior to the accumulation of any combustibile materials on the job site.
8. A 28-foot inside turning radius is required on all corners.
9. 13'6" vertical clearance must be provided in all access and driveway areas. Trees that obstruct the vertical clearance or access width must be trimmed or removed and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted.
10. If 100' Fuel Modification Zone is not possible the minimum setback between structures and native vegetation is 30'. To mitigate for 100' Fuel Modification Zone see below.
11. The Fuel Modification Zones must be permanently marked and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted to the Planning Division.
12. Homes located in or adjacent to a very high fire severity zone will require enhanced building construction. Please see list below.

To mitigate for the reduction of a 100' fuel modification zone, the following conditions are required:

- a. Exterior windows, window walls, glazed doors, and glazed openings within exterior doors must be insulating-glass units with a minimum of one tempered pane, or glass block units, or have a fire resistance rating of not less than 20 minutes, when tested according to ASTM E 2010. Skylights must be tempered glass or Class "A" rated assembly.
- b. Roofs shall have a Class "A" roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the spaces must be constructed to prevent the intrusion of flames and embers, be stopped with approved materials or have one layer of No. 72 cap sheet installed over the combustible decking.

- c. Exterior wall surfaces must comply with provisions of the 2010 CBC and the following requirements: the exterior wall surface must be of a non-combustible material. In all construction, exterior walls are required to be protected with 2-inch nominal solid blocking between rafters at all roof overhangs, or in the case of enclosed eaves, terminate at the enclosure.
- d. Roof and attic vents, when required by Chapter 15 of CBC, must resist the intrusion of flame and embers into the attic area of the structure, or must be protected by corrosion-resistant, non-combustible wire mesh with ¼ inch (6mm) openings or its equivalent. Vents must not be installed in eaves and cornices. Eaves and soffits must be protected by ignition-resistant materials or noncombustible construction on the exposed underside.
- e. Exterior door assemblies must be of approved non-combustible construction, or solid-core wood stiles and rails not less than 1 ¾ inches thick with interior field panel thickness of no less than 1¼ inches or have a fire protection rating of not less than 20 minutes when tested according to ASTM E 2074. Windows within doors and glazed doors must comply with the above glazing requirements. CBC 708A.3
- f. Paper-faced insulation is prohibited in attics and ventilated spaces.
- g. Gutters and downspouts must be constructed of non-combustible material. Gutters must be designed to reduce the accumulation of leaf litter and debris that contribute to roof edge ignition.
- h. Fencing attached to or immediately adjacent to structures which face wildland fuels must have the first five inches constructed of non-combustible heavy timber, or fire retardant pressure-treated wood or materials.
- i. Exterior balconies, carports, decks, patio covers, unenclosed roofs and floors, and other similar architectural appendages and projection, where any portion of such surface is within 10 feet of the primary structure must be on non-combustible construction, fire retardant treated wood, heavy timber construction, or one-hour fire resistive construction.

**ENGINEERING CONDITIONS OF APPROVAL
ESCONDIDO TRACT NUMBER SUB 13-0003
Stanley Avenue**

GENERAL

1. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of this Subdivision.
2. No Building Permits shall be issued for any construction within this Subdivision until the Final Subdivision Map, unless allowed under provisions of the Development Agreement for the project.
3. If site conditions change adjacent to the proposed development prior to completion of the project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
4. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
5. The engineer shall submit to the Planning Department a copy of the Tentative Map as presented to the Planning Commission and the City Council. The Tentative Map will be signed by the Planning Department verifying that it is an accurate reproduction of the approved Tentative Map and must be included in the first submittal for plan check to the Engineering Department.
6. Grading and frontage improvements for this project is proposed to be combined with the adjoining developments within Stanley/ Lehner block, and designed and constructed as one project with common storm water treatment facility. If the developer choses to combine project improvements, City Engineer will determine the extent and timing of onsite and offsite improvement requirements that shall be completed based on the provisions of Development Agreement, project conditions, traffic mitigation measures and storm water treatment facilities requirements.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be constructed to City Standards as required by the Subdivision Ordinance in effect at the time of the Tentative Map approval, in accordance with the project's master and precise plan and to the satisfaction of the City Engineer.

2. The developer shall construct frontage street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets:

<u>STREET</u>	<u>CLASSIFICATION</u>
Stanley Avenue	Local Collector
Street "A"	Residential Cul- De-Sac
Lehner Avenue	Residential

See appropriate typical sections in the current Escondido Design Standards for additional details.

3. The developer shall be responsible to construct frontage (half street plus 12 feet) improvements on Stanley Avenue and Lehner Avenue to designated street classification standards and to the satisfaction of the City Engineer.
4. The developer shall construct offsite improvements on Stanley Avenue (half street plus 12 feet, along the frontages of APN #224-14-21, 23, 24, 30 and 34 to Local Collector Standards and to the requirements of the City Engineer. Frontage improvements along offsite properties shall also include street lighting, parkway landscaping and replacement of private improvements.
5. The developer shall be responsible for design and construction of the following offsite improvements in accordance with the provisions of the project Development Agreement, traffic mitigations and to the satisfaction of the City Engineer:
- a) Intersection of Vista Avenue and Ash Street.
 - b) Intersection of Lehner Avenue and Ash Street
 - c) Ash Street roadway segment, between Stanley Avenue and Vista Avenue to provide adequate transition lanes for the intersection improvements.
 - d) Pedestrian walkway (4 feet wide) along Conway Drive between Rincon Avenue and Rincon School.
6. If the project developer combines project improvements with adjoining projects, a 4 foot wide pedestrian walkway shall be designed and constructed to complete pedestrian travel way along Ash Street between Vista Avenue and Sheridan Avenue.

7. Public Utilities Easement access road shall include 10 feet of paved roadway with 6 feet of gravel of ground cover on each side within a 22 foot wide public utilities easement.
8. The project entrance shall be designed as a street intersection with curb returns, cross gutters and spandrels, sidewalk ramps, etc. with a minimum throat width of 36 feet.
9. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved roadways within and outside school zone. The developer will be responsible for removal of all existing and construction of all new signing and striping to the satisfaction of the City Engineer.
10. Adequate horizontal sight distance shall be provided at project entrance on Escondido Boulevard in accordance with the requirements of the City Engineer.
11. The address of each dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer and Fire Marshal.
12. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for construction within the public right-of-way.
13. Construction traffic is restricted during School peak hours 7:00 to 8:30 am and 2:00 to 3:30 pm, unless a traffic management plan that proposes no conflict between construction and school traffic is approved by the City Engineer prior to issuance of Encroachment permit.
14. Pedestrian access routes shall be provided into the project and from project to Rincon School shall be provided to the satisfaction of the City Engineer.
15. The developer shall be required to construct City standard LED street lighting along all project frontage and along Street "A" in accordance with the requirements of the City Engineer.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report and on the grading plan, that he/she has reviewed the grading and retaining wall design and found it to be in conformance with his/her recommendations.

2. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.
3. Cut slope setbacks must be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.
4. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
5. A General Construction Activity Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one (1) or more acres.
6. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
7. ~~All existing foundations and structures, other than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site.~~
8. Unless specifically permitted to remain by the County Health Department, any existing wells within the project shall be abandoned and capped, and all existing septic tanks within the project shall be pumped and backfilled per County Health Department requirements.
9. The developer will be required to obtain permission from adjoining property owners for any off-site street improvements, grading and slopes necessary to construct the project and/or the required improvements.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the Developer's engineer. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. The Water Quality

Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.

3. All storm water treatment and retention facilities and their drains including the bio-retention basins, the permeable paver areas and their gravel HMP underground storage basins shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner's Association. Provisions stating this shall be included in the CC&Rs.
4. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement. This Agreement shall be referenced in the CC&Rs.
5. All storm drain systems within the project are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner's Association. Provisions stating this shall be included in the CC&Rs.

WATER SUPPLY

1. All public water improvements shall be designed to the satisfaction of the Utilities Engineer.
2. Required water main improvements shall include:
 - a) Design and construction of a 24 inch P.V.C. water main on Conway Drive between Lehner Avenue and Stanley Avenue.
 - b) Design and construct a 12 inch P.V.C. water main on Stanley Avenue from proposed 24 inch water main on Conway to existing water main on Ash Street.
 - c) Design and construct a 8" PVC public water main looped between the proposed 12 inch water main on Stanley to existing water main on Lehner. Avenue.

All water improvements shall be designed and bonded prior to approval of the final map and completed prior to issuance of first building permit or as determined by the Utilities Engineer.

3. Fire hydrants shall be installed at locations approved by the Fire Marshal.

SEWER

1. All sewer main extensions and the location and sizing of mains shall be to the satisfaction of the Utilities Engineer.
2. Required sewer improvements include:
 - a) Design and construct an 8-inch PVC public main on Street "A", between Stanley Avenue and Lehner Avenue. The required sewer shall include a sewer man hole at

the intersection of Stanley Avenue and Street "A" with stubs for future connection for the properties to the east.

3. No trees or deep rooted bushes shall be planted within 10' of any sewer main or lateral.
4. All on-site sewer laterals will be considered a private sewer system. The Home Owners' Association will be responsible for all maintenance and repair of these laterals. This shall be clearly stated in the CC&R's.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. The developer shall make all necessary dedications for public rights-of-way on the following streets contiguous to the project to bring the roadways to the indicated classification.

<u>STREET</u>	<u>CLASSIFICATION</u>
Stanley Avenue	Local Collector
Street "A"	Residential Cul- De-Sac
Lehner Avenue	Residential

All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.

2. Necessary public utility easements for sewer, water, and storm drain shall be granted to the City on the Final Map. The required easement width between Street "A" cul-de-sac and Lehner Avenue shall be 22 feet wide.
3. The developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the final map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed.
4. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.

REPAYMENTS, FEES AND CASH SECURITIES

1. A repayment of \$4,731.00 is due to the City of Escondido for existing improvements approved for repayment by Resolution 87-126 and that will serve this development.

2. A repayment of \$7,480.10 is due to the City of Escondido for the existing improvements approved for repayment by Resolution 91-385 and that will serve this development.
3. A repayment of \$1,987.95 is due to the City of Escondido for the existing improvements approved for repayment by Resolution 92-139 and that will serve this development.
4. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the Director of Engineering Services.
5. The developer shall be required to pay all development fees of the City then in effect at the time, including North Broadway Deficiency Fee, and in such amounts in accordance with the provisions of the Development Agreement.

CC&R's

1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The developer shall make provisions in the CC&R's for maintenance by the homeowners' association of all parkway landscaping and irrigation (along Street "A", Lehner Avenue and Stanley Avenue), storm drain system in Street "A" and within subdivision boundaries, storm water treatment basins and facilities, sewer laterals, common open spaces, including public utilities easement area and access road. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Water Quality Technical Report for the project.
4. The CC&R's must state that the Property Owners' Association assumes liability for damage and repair to City utilities in the event that damage is caused by the Property Owners' Association when repair or replacement of private utilities is done.
5. The CC&R's must state that (if stamped concrete or pavers are used in the private street) the Property Owners' Association is responsible for replacing the pavers

and/or stamped concrete in kind if the City has to trench the street for repair or replacement of an existing utility.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance.
2. All new dry utilities to serve the project shall be constructed underground.
3. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

LEGAL DESCRIPTION

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

LOT "J" IN BLOCK 418, IN THE RESUBDIVISION OF BLOCKS 418 AND 419, RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 21, 1913.

Assessor's Parcel Number: 224-142-04-00

ORDINANCE NO. 2014-12

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A DEVELOPMENT AGREEMENT
BETWEEN JOHN BOER & MARGIE BOER
AND THE CITY OF ESCONDIDO TO
AUTHORIZE CONSTRUCTION OF A 16-LOT
RESIDENTIAL SUBDIVISION IN THE NORTH
BROADWAY DEFICIENCY AREA

PLANNING CASE NO.: SUB 13-0003

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

SECTION 1. That proper notices of a public hearing have been given and public
hearings have been held before the Planning Commission and City Council on this
issue.

SECTION 2. That the City Council has reviewed and considered the Mitigated
Negative Declaration (City Log No. SUB 13-0003) and the Mitigation Monitoring Report
and has determined that all environmental issues associated with the project have been
addressed and no significant environmental impacts will result from approving this
agreement.

SECTION 3. That upon consideration of the staff report, Planning Commission
recommendation and all public testimony presented at the hearing held on this
agreement, this City Council finds that the Development Agreement is consistent with
the Escondido General Plan and the Growth Management Ordinance (Article 68) of the
Zoning Code.

SECTION 4. That the City Council desires at this time and deems it to be in the best public interest to approve the Development Agreement with John Boer & Margie Boer attached as Exhibit "A" and incorporated by this reference.

SECTION 5. That the City Council hereby consents to the future assignment of the Development Agreement to Pacific Land Investors, LLC and/or Lennar Homes of California.

SECTION 6. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 7. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation in the City of Escondido.

RECORDING REQUESTED BY:

CITY CLERK, CITY OF ESCONDIDO

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF ESCONDIDO
201 N. BROADWAY
ESCONDIDO, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

APN: 224-142-04-00

Recording Fees Exempt Per Government Code Section 27383

**DEVELOPMENT AGREEMENT
for SUB13-0003**

between

CITY OF ESCONDIDO

and

JOHN BOER & MARGIE BOER

_____, 2014

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the CITY OF ESCONDIDO, a municipal corporation ("City"), and JOHN BOER & MARGIE BOER ("Owner")(collectively, "the Parties").

ARTICLE I

Recitals

The Agreement is entered into on the basis of the following facts, understanding and intentions of the Parties:

1. **Code Authorization.** Government Code Sections 65864 through 65869.5, Article 58 of the City's Zoning Code (the "Development Agreement Legislation") and Article 68 of the City's Zoning Code ("Growth Management Ordinance") authorize the City to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the purpose of establishing certainty in the development process for both the City and the property owner, and to enable specific terms regarding property development, to be negotiated and agreed upon.
2. **Interest of Owner.** Owner is the legal and/or equitable owner of the Property located in the County of San Diego, State of California (the "Property"), as further described in Exhibit A, and more specifically within the North Broadway Region of Influence identified in the City's Growth Management Ordinance. Owner intends to subdivide the Property and to construct such other improvements as are required by the conditions of approval of the Entitlements, Future Entitlements and the Agreement.

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3. **Intent of Parties.** By the Agreement, the City and Owner intend to accomplish the following:

a. Eliminate uncertainty in the planning and development of the Project by assuring Owner that it may develop the Property, in accordance with Existing Laws, subject to the terms and conditions contained in the Agreement;

b. Assure the orderly installation of necessary improvements and the provision for public services appropriate for the development of the Project; and

c. Enable the City to obtain substantial public benefits by virtue of the Agreement.

4. **Execution.** The execution of the Agreement by the City and Owner shall constitute conclusive evidence that duly noticed public hearings before the Planning Commission and the City Council required by the Development Agreement legislation have been held, and that the City Council has introduced (first reading) and adopted (second reading) an Ordinance approving the Agreement and containing the findings required by the Development Agreement Legislation.

5. **Effective Date.** The effective date ("Effective Date") of the Agreement shall be thirty (30) days after the City Council adopts (second reading) an Ordinance approving the Agreement.

6. **Entitlements.** The City has also approved or certified certain entitlements necessary to implement the Project which are attached hereto as Exhibit B.

NOW THEREFORE, in consideration of the Recitals and the mutual covenants conditions set forth herein, the Parties agree as follows:

ARTICLE II

Definitions

1. **"Entitlements"** refers to all approvals and permits necessary or incidental to the development of the Project or any portion thereof, whether discretionary or ministerial, including

but not limited to, those listed in Exhibit B, final tract map approvals, whether standard or vesting, project plans, grading permits, building permits, and the Agreement.

2. "**Exaction**" refers to any fee, tax, requirement, condition, dedication, restriction, or limitation imposed by the City upon the development of the Property at any time in accordance with the Existing Laws.
3. "**Existing Laws**" refers to the ordinances, resolutions, codes, rules, regulations, stormwater regulations and official policies of the City governing the development of the Property, including, but not limited to the permitted uses of the Property, the density or intensity of use, the design, improvement and construction standards and specifications for the Project, including the maximum height and size of proposed buildings, and the provisions for reservation and dedication of land for public purposes, in effect on the Effective Date of this Agreement.
4. "**Future Exaction**" refers to Exactions imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise.
5. "**Future Laws**" refers to all ordinances, resolutions, codes, rules, regulations, and official policies implemented by the City after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise. "Future Laws" includes changes to the Existing Laws.
6. "**Future Entitlements**" refers to all Entitlements approved or adopted by the City after the Effective Date.
7. "**General Fees**" refers to all general development fees which the City may levy pursuant to the Government Code Sections 66000 et seq. ("the Mitigation Fee Act"), including, but not limited to, application fees, processing fees, utility connection fees, inspection fees, capital

facilities fees, development impact fees, traffic impact fees, park fees and such other similar fees as may be enacted from time to time and generally applied throughout the City.

8. "**General Plan**" refers to the City's General Plan in effect on the Effective Date.
9. "**North Broadway Deficiency Area**" refers to the region specified in the City's Growth Management Ordinance No. 94-16, and to surrounding unincorporated areas within the City's Sphere of Influence.
10. "**Project**" shall mean and refer to all improvements described in the Entitlements, Future Entitlements and the Agreement.
11. "**Property**" shall mean the certain real property located in the County of San Diego, State California as described in the Exhibit A.
12. "**Public Benefits**" shall refer to the consideration given by Owner to the City, as described in Exhibit D attached hereto, in return for the City's good faith performance of all applicable terms and conditions in the Agreement.
13. "**Term Sheet**" shall refer to the Term Sheet attached as Exhibit D.

ARTICLE III

General Provisions

1. **Term of Agreement.** The term of the Agreement (the "Term") shall commence on the Effective Date of this Agreement and shall continue for five years unless terminated, modified, or extended as permitted by the Agreement.

Following the expiration of the Term, the Agreement shall be deemed terminated and of no further force or effect; provided, however, such termination shall not affect any right or duty arising from the City approvals, including, without limitation, the Entitlements, the Future

Entitlements and any reimbursement agreement that may be entered into pursuant to the terms of the Existing Laws or the Agreement.

The Agreement shall terminate with respect to any lot and such lot shall be released and no longer is subject to the Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.

2. **Assignment.** The rights and obligations of Owner under the Agreement may be assigned by Owner as part of an assignment of the Property. Except for Owner's assignment of the Agreement to PLI and/or Lennar Homes of California, which the City approves by execution of this Agreement, no assignment shall be effective unless (1) such assignment is in writing and expressly provides that the assignment shall be subject to the Agreement; (2) the Assignee assumes all of Owner's rights and obligations with respect to the Property, or portion thereof, assigned; and, (3) the City has determined that the assignment will not affect the timely completion or fulfillment of any requirements in the Entitlements, the Future Entitlements or the Agreement relating to the Public Benefits. Owner shall provide thirty (30) days advance written notice to the City of any assignment. In determining whether an assignment will affect the timely completion or fulfillment of any requirements relating to the Public Benefits, the City agrees (a) not to unreasonably withhold its determination that the assignment will not affect the timely completion or fulfillment of requirements relating to the Public Benefits and (b) to approve any assignment where it can reasonably be demonstrated that the proposed assignee has the financial capability to complete in a timely fashion and fulfill any uncompleted requirements relating to the Public Benefits.

During the Term, any assignee shall have all rights, benefits, and obligations of Owner under the Agreement with respect to the portion of the Property assigned. Following an

assignment, Owner shall be released from its obligations with respect to the Property which has been assigned. Upon any transfer of any portion of the Property and the express assumption of Owner's obligations under the Agreement by such transferee, the City agrees to look solely to the transferee for compliance by such transferee with the provisions of the Agreement as such provisions relate to the portion of the Property acquired by such transferee. A default by any transferee shall only affect that portion of the Property owned by such transferee and shall not cancel or diminish in any way Owner's rights hereunder with respect to any portion of the Property not owned by such transferee. The transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferee, and any amendment to the Agreement between the City and a transferee shall only affect the portion of the Property owned by such transferee.

3. **Amendment of Agreement.** The Agreement may be amended by the mutual consent of the Parties in the manner provided by the Development Agreement Legislation. The Agreement shall include any amendment properly approved and executed. Minor modifications in the manner of performance, including, but not limited to changes which relate to the form or timing of payment of Public Benefits or the design of the Project shall not constitute an Amendment to the Agreement and may be accomplished through an "Operating Memorandum" subject to Article IV, Section 10 of the Agreement.

4. **Enforcement.** Unless amended or terminated as provided herein, the Agreement is enforceable by either Party or its successors and assigns, notwithstanding any Future Laws, which alter or amend the Existing Laws.

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5. **Hold Harmless.**

a. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for the City in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of the Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of the City, its officers, agents, employees, or representatives.

b. Owner shall further indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2007-0001) of the California Regional Water Quality Control Board Region 9, San Diego, as amended or extended, which the City might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

6. **Third Party Challenges.** In the event the validity, applicability, or implementation of the Agreement is challenged by means of legal proceedings by any party other than the City and Owner, it shall be the City's option, at its sole and absolute discretion, whether to undertake the defense of such challenge. If the City determines not to defend such challenge, it shall be the option of Owner, at its sole and absolute discretion, to defend the validity, applicability, or implementation of the Agreement in the proceeding at Owner's expense. If the City opts to defend a challenge against the validity, applicability, or implementation of the Agreement, Owner shall not be responsible for the defense of any of the City's actions brought in such a

challenge or for the expense of defending such City actions. The City and Owner agree to cooperate in the defense of any such challenges.

7. **Notices.** All notices or communication between the City and Owner pursuant to the Agreement shall be in writing and shall be given by personal delivery (including commercial express delivery services providing acknowledgments of receipt), registered, certified, express mail, facsimile or telecopy to the addresses set forth in the Term Sheet. Receipt shall be deemed complete as follows:

- a. For personal delivery, upon actual receipt;
- b. For registered, certified, or express mail, upon the delivery date or attempted delivery date as shown on the return receipt; and
- c. For facsimile, upon transmission of the facsimile or, if transmitted after business hours, then the next business day.

The addresses to which notices shall be sent may be changed by giving ten (10) days written notice of change of address in the manner set forth above.

8. **Conflict of State or Federal Laws.** If state or federal laws or regulations enacted after the Effective Date prevent compliance with any provision of the Agreement or require changes in the Entitlements or any Future Entitlements, those laws or regulations shall be controlling and the Parties shall make a good faith, reasonable attempt to modify the Agreement to comply both with the intent of the Agreement and with the new laws or regulations.

The City shall timely assist Owner in securing any permits, including permits from other public agencies, which may be required as a result of the modifications, suspensions, or alternate course of action.

ARTICLE IV

Development of the Property

1. **Applicable Rules, Regulations, and Policies.** Owner shall have the vested right, to the fullest extent allowed under the Development Agreement Legislation, to develop the Property in accordance with the Entitlements, Future Entitlements and the Existing Laws. During the Term, the Entitlements, Future Entitlements, Existing Laws and the Agreement shall control the overall design, development and construction of the Project. Notwithstanding the foregoing, nothing in the Agreement shall preclude the City from applying changes occurring from time to time in the uniform codes published in Title 24 of the California Code of Regulations and adopted by the City of Escondido, including local amendments, in effect when the building permits are issued. In the event of any inconsistency between the Existing Laws and the Agreement, the provisions of the Agreement shall control.
2. **Future Laws.** Future Laws shall not apply to the Project except as expressly provided in the Agreement. Owner may give the City written notice of its election to have any Future Law applied to the Property, in which case such Future Law shall be deemed to be an Existing Law.
3. **Future Discretionary Reviews.** Except as set forth in the Agreement, the City shall retain its discretionary rights in reviewing applications for Future Entitlements. Owner's applications for Future Entitlements and the City's review thereof, must comply with the Existing Laws and with the terms and conditions of the Agreement. Upon granting any Future Entitlement, such Future Entitlement shall become part of the Existing Laws. The City shall not impose any conditions upon any Existing Entitlements that are more restrictive than or inconsistent with the terms of this Agreement or the Existing Laws, except as expressly required (as opposed to permitted) by state or federal law. The City may conduct, in accordance with

CEQA and the Existing Laws, an environmental review for Future Entitlements. The City may impose, if required by CEQA, additional mitigation measures to mitigate significant adverse environmental effects that were not previously considered, or were found to be infeasible, to mitigate at the time of approval of this Agreement.

4. **Permitted Uses and Density.** The Agreement shall vest the right to develop the Property to the fullest extent allowed under the Development Agreement Legislation with respect to the permitted uses of land, density and intensity of uses, and timing and phasing of development as described in the Entitlements and Future Entitlements. The permitted uses, density, and intensity of use of the Project, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes, shall substantially conform to those specified in the Entitlement and Future Entitlement conditions of approval, Existing Laws and the Agreement. All other aspects of the Project that are not specified in the Entitlement or Future Entitlement conditions of approval shall be determined by the Existing Laws, except as expressly provided herein.

To the extent the City retains discretion in the Future Entitlements concerning future permitted land uses, density, and intensity of use(s), the City agrees, absent conditions that the City determines are dangerous to the health or safety of the residents of the City, not to exercise that discretion in such a way as to reduce the allowed number of residential units, alter the timing of development or modify the height and design features of the Project as described in the Entitlements, Future Entitlements and the Agreement.

5. **Application of Future Laws.** Subject to Article V of the Agreement, Future Laws may be applied to the Project if they are not in conflict with the Existing Laws and will not prevent, hinder, delay, or adversely economically impact the Project.

6. **Permitted Fees.** Except as otherwise provided in the Agreement, and specifically excluding fees set by entities not controlled by the City that are collected by the City, the City shall only charge and impose those General Fees and Exactions described as "Processing Fees," "Permit/Inspection Fees," "Connection Fees," and "Development Fees" in the amounts and of the type which are in effect at the time they are incurred by Owner or any successor-in-interest as described in the Escondido Fee Guide For Development Projects. The Project shall be subject to City-wide fees only and nothing in this Agreement shall impose on the Project any additional City special or district fees or taxes that do not currently exist.

Notwithstanding the above, in return for Owner's construction of the Public Benefits described in the Term Sheet, the City will waive certain fees as described in the Term Sheet.

7. **Required Financial Contribution to City Capital Improvement Projects.** Owner agrees to pay the City the contributions for City Capital Improvement Projects in accordance with the Term Sheet.

8. **Time for Construction and Completion of the Project.** Owner cannot predict when or the rate or the order in which the Property or the parcels will be developed, if at all. Such decisions depend upon numerous factors that are not within the control of the Owner, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Therefore, Owner or its assignees shall have the right to develop the Property in phases, in such order, at such rate, and at such times as Owner or its assignees deems appropriate in Owner's or its assignees' business judgment, subject only to the provisions of the Agreement. Owner or its assignees shall be entitled to apply for and receive approval of permits, building permits, and other Entitlements and Future Entitlements for use at any time and for any or all portions or

phases of the Project, provided that application is made in a manner consistent with the Agreement.

Owner shall be allowed to perform onsite Project grading and offsite road construction and water line installation prior to approval of a Final Map. The City may require, and will process, all customary plans and agreements generally applicable to developers in the City for similar works of onsite or offsite improvements. Once Owner has obtained approval of the Final Map, it may commence construction of the single-family residences.

9. **Moratorium.** No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of the City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within the City, or portions of the City, shall apply to the Property to the extent such moratorium or other limitation is in conflict with the Agreement; provided, however, the provisions of this Section shall not affect the City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

10. **Operating Memoranda.** The Parties acknowledge that the provisions of the Agreement require cooperation between the City and Owner, and that the refinements and further development of the Project hereunder may demonstrate that changes are appropriate with respect to the details of performance of the Parties hereunder. The Parties desire, therefore, to retain a certain degree of flexibility with respect to those items covered in general terms under the

Agreement. If and when, from time to time during the Term, the Parties find that such changes or adjustments are necessary or appropriate, they shall effectuate such changes or adjustments through Operating Memoranda approved by the Parties, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary with further approval by the City and Owner. No such Operating Memoranda shall require prior notice or hearing, or constitute an amendment to the Agreement; and in the case of the City, such Operating Memoranda may be acted upon by the City Manager, Director of Community Development or by their designee. Failure of the Parties to enter into any such Operating Memoranda shall not affect or abrogate any of the rights, duties or obligations of the Parties hereunder or the provisions of the Agreement. An Operating Memoranda may be recorded as an addendum to the Agreement.

11. **Term of Map(s) and Other Project Approvals.** Pursuant to California Government Code Section 66452.6(a), the term of the subdivision map that is processed on all or any portion of the Property and the term of each of the Entitlements and Future Entitlements shall be extended for a period of time through the Term of the Agreement as specified in Article III Section 1.

12. **Infrastructure Capacity.** Subject to Owner's proportionate contribution to infrastructure and the Public Benefits provided by Owner, in accordance with the requirements of the Entitlements and Future Entitlements, the City hereby acknowledges that it will have sufficient capacity in its infrastructure services and utility systems, including, without limitation, traffic circulation, flood control, sewer collection, sewer treatment, sanitation service and, except for reasons beyond the City's control, water supply, treatment, distribution and service, to accommodate the Project. To the extent that the City renders such services or provides such

utilities, the City hereby agrees that it will serve the Project and that there shall be no restriction on connections or service for the Project except for reasons beyond the City's control. Notwithstanding the foregoing, the City acknowledges that sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project exists as of the Effective Date. Owner acknowledges that the City cannot guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service during the Term of this Agreement. The City shall guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project for one (1) year from the Effective Date.

13. **Termination or Modification.** Notwithstanding the provisions of Section 33-1149 of the City's Zoning Code, the City's right to terminate or modify the Agreement may be exercised pursuant to the terms of Section 33-1149 after a public hearing only if the City determines that the failure of the City to terminate or modify the Agreement would place the residents of the City in an immediate condition dangerous to their health or safety. Owner shall have 60 days from the Effective Date to sign the Agreement or the Agreement shall automatically expire.

14. **Easements.** Easements dedicated for pedestrian use shall be permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities so long as they do not unreasonably interfere with pedestrian use.

15. **Conditions of Approval.** Owner agrees to construct the improvements as required in the Term Sheet as Conditions of Approval to this Agreement. The timing for the improvements will be as described in the Term Sheet.

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ARTICLE V

Provision of Public Benefits

1. **Description of Public Benefits.** Owner or its assignees shall compensate the City with the following Public Benefits, as further described in the Term Sheet as consideration for the City's good faith performance of all applicable terms and conditions in the Agreement:

- a. Fulfilling long-term economic goals for the City.
- b. Providing fiscal benefits to the City.
- c. Providing short-term construction employment within the City.
- d. Providing housing which will help to satisfy the City's obligation to meet the City's share of regional housing needs.
- e. Advancement of the City's planned construction of roadway and drainage infrastructure needed in the future to serve areas near or surrounding the Project, and Owner's payments as stated in the Term Sheet.

2. **Occupancy Contingent on Construction of Public Improvements.** Owner acknowledges that the City shall not grant a certificate of occupancy for residences constructed on the Property if all public improvements required in the Term Sheet are not constructed at the times described in the Term Sheet. This contingency for occupancy shall survive the termination of the Agreement.

3. **Recordation of Final Map Contingent on Security for Public Benefits.** Prior to recordation of the Final Map, Owner must enter into an "Agreement for Completion of Improvements," which will detail Owner's construction obligations for project-required improvements and the Public Benefits, and will require Owner to provide financial security for completion of construction and shall be in substantially the form attached at Exhibit C.

4. **Other Governmental Bodies.** To the extent that the City, the City Council, the Planning Commission or any other City board, agency or commission that constitutes and sits as any other board, agency or commission, it shall not take any action that conflicts with the City's obligations under the Agreement.

5. **Processing During Third Party Litigation.** The filing of any third party lawsuit(s) against the City or Owner relating to the Agreement, the Entitlements, any Future Entitlements or to other development issues affecting the Property shall not delay or stop the development, processing or construction of the Project or approval of Future Entitlements, unless the third party obtains a court order preventing the activity. The City shall not stipulate to or cooperate in the issuance of any such order.

ARTICLE VI

Annual Review

1. **City Responsibilities.** At least every twelve (12) months during the Term, the City shall review the extent of good faith substantial compliance by Owner with the terms of the Agreement (the "Annual Review"). At the conclusion of the Annual Review, the City's finding of good faith substantial compliance by Owner with the terms of the Agreement shall be conclusive up to the date of such finding for the purposes of future Annual Reviews or legal action between the Parties.

2. **Owner Responsibilities.** At the annual review, it shall be the responsibility of Owner to demonstrate good faith substantial compliance with the major provisions of the Agreement and to provide, to the best extent possible, the status and timing of development of the Project and related public improvements. If requested by the City, Owner shall provide any additional detail

or information necessary to demonstrate good faith compliance with any particular provision of the Agreement identified by the City.

3. **Opportunity to be Heard.** Owner shall be permitted an opportunity to be heard orally and in writing at any noticed public hearing regarding its performance under the Agreement. Owner shall be heard before each appropriate board agency or commission and the City Council at any required public hearing concerning a review of performance under the Agreement.

4. **Information to be Provided to Owner.** The City shall mail to Owner a copy of staff reports and related exhibits concerning Agreement performance, a minimum of ten (10) calendar days prior to consideration and review by the City Council as required by the Development Agreement Legislation.

5. **Annual Review Letter.** If Owner is found to be in substantial compliance with the Agreement after the Annual Review, the City shall issue, upon written request by Owner, a letter to Owner (the "Review Letter") stating that, based upon information known or made known to the City Council, the City Planning Commission, and/or the City Manager, the Agreement remains in effect and Owner is in compliance. Owner may record the Review Letter in the Official Records of the County of San Diego.

6. **Estoppel Certificates.** Either Party may at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that to the knowledge of the certifying Party:

a. The Agreement is in full force and effect and is a binding obligation of the Parties.

b. The Agreement has not been amended or modified orally or in writing or, if so amended, identifying the amendments.

c. There exists no material default in the performance of the requesting Party's obligations under the Agreement or, if in default, the nature and amount of any material default.

A Party receiving a request under this Section shall execute and return a certificate within thirty (30) days following receipt of the request. The failure to deliver such certificate within such time shall be conclusive upon the party which fails to deliver such certificate that the Agreement is in full force and effect without modification and that there are no uncured defaults in the performance of the requesting party. A certificate given pursuant to this Section may be relied upon by assignees and mortgagees.

7. **Failure of Annual Review.** The City's failure to perform the Annual Review of Owner's substantial compliance with the terms and conditions of the Agreement shall not constitute or be asserted as a default by Owner.

ARTICLE VII

Delay, Default, Remedies, and Termination

1. **Notice and Cure of Default.** In the event of a material default, the Party alleging a default shall give the defaulting Party a notice of default in writing. The notice of default shall specify the nature of the alleged material default, and the manner and period of time of not less than thirty (30) days in which the default must be cured (the "Cure Period"). The Cure Period must provide sufficient and reasonable time for the default to be cured. During the Cure Period, the Party charged shall not be considered in default. If the default is cured within the Cure Period, then no default shall be deemed to exist.

2. **Option to Institute Legal Proceedings or to Terminate.** If a material default is not cured within the Cure Period, the noticing Party may institute legal proceedings as provided in Article VII Section 8 and/or give to the defaulting Party a notice of intent to terminate the

Agreement. If a notice of intent to terminate the Agreement is given, the City Council, within thirty (30) days after the giving of the Notice, shall hold a public hearing in the manner set forth in the Development Agreement Legislation, as amended, to consider and review the matter.

3. **Notice of Termination.** Following consideration of the evidence presented before the City Council and its determination that a default exists, the Party alleging a material default by the other Party, at its option, may give written notice of termination of the Agreement to the other Party and the Agreement shall be terminated immediately upon the giving of the Notice. The validity of the basis for such a termination may be challenged pursuant to Article VII Section 8 by the Party alleged to be in default.

4. **Waiver.** Failure or delay in giving notice of default pursuant to Article VII Section 1 shall not constitute a waiver of any other material default. Except as otherwise expressly provided in the Agreement, a failure or delay in asserting any rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies otherwise available to a Party or deprive a Party of the right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any rights or remedies it may have.

5. **Default by Owner.** An Annual Review may result in amendment or termination of the Agreement provided a material default has been established by substantial evidence and such default has not been cured within the Cure Period.

6. **Default by the City.** Upon a material default by the City, Owner, without limiting any of its other remedies, shall not be obligated to complete any of its obligations under the Agreement. Upon a City default, any resulting delays in Owner's performance shall neither be construed as a material default by Owner nor constitute grounds for termination or cancellation of this Agreement by the City and the Term shall be extended for the period of any such delay.

7. **Enforced Delay, Extension of Time of Performance.** Neither Party shall be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of nature, unavailability of materials, governmental restrictions imposed or mandated by other applicable governmental entities, suspension of rights in accordance with the existence of unforeseen circumstances, litigation, or similar bases for excused performance. If written notice of such delay is given to the other Party following the commencement of such delay, an extension of time for performance shall be granted in writing for the period of the delay, or longer as may be mutually agreed upon. An extension shall commence to run from time of commencement of the cause of delay.

8. **Institution of Legal Action.** In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, to enforce any provision of the Agreement, to enjoin any threatened or attempted violation of the Agreement, to recover damages for any default, or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Superior Court of the County of San Diego, North County Branch, State of California, or in the Federal District Court in the Southern District of California. Pursuant to Code of Civil Procedure Section 638, et seq., all legal actions shall be heard by a referee who shall be a retired judge from either the San Diego County Superior Court, the California Court of Appeal, the United States District Court or the United States Court of Appeals, provided that the selected referee shall have experience in resolving land use and real property disputes. Owner and the City shall agree upon a single referee who shall then try all issues, whether fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy before such referee. If Owner and the City are unable to agree upon a referee within ten (10) days of a written request to

do so by either party hereto, it will not be considered a material default by Owner nor constitute grounds for termination or cancellation of the Agreement by the City and the Term shall be extended for the period of any such delay, and either party may seek to have a referee appointed pursuant to Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the parties. Any referee selected pursuant to this Article VII Section 8 shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution. Notwithstanding the provisions of this Article VII Section 8, either party shall be entitled to seek declaratory and injunctive relief in any court of competent jurisdiction to enforce the terms of the Agreement, or to enjoin the other party from an asserted breach thereof, pending the selection of a referee as provided in this Article VII Section 8, on a showing that the moving party would otherwise suffer irreparable harm.

ARTICLE VIII

Encumbrances and Releases on Property

1. **Discretion to Encumber.** The Agreement shall not prevent or limit Owner, in any manner, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage. The City acknowledges that lenders providing financing may require modifications to the Agreement and the City agrees, upon request, from time to time, to meet with Owner and/or representatives of lenders to negotiate in good faith any lender request for modification. The City agrees that it will not unreasonably withhold its consent to any lender requested modification to the Agreement.
2. **Entitlement to Written Notice of Default.** Any mortgagee and its successors and assigns, upon written request to the City, shall be entitled to receive from the City written notice

of any Owner default at the same time Owner is provided with such notice pursuant to Article VII Section 1 above.

3. **Additional Mortgagee Protection.** Any mortgagee of a mortgage or a beneficiary of a deed of trust of the Property shall be entitled to the following rights and privileges:

a. Neither entering into the Agreement nor a breach of the Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value.

b. Any mortgagee receiving the notice referred to in Article VIII Section 2 above shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under the Agreement. If the default is of a nature which can only be remedied or cured by such mortgagee upon obtaining possession, such mortgagee shall seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and shall thereafter remedy or cure the default or noncompliance within thirty (30) days after obtaining possession. If any such default or noncompliance cannot, with diligence be remedied or cured within such 30-day period, then such mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such mortgagee commences cure during such 30-day period, and thereafter diligently pursues and completes such cure.

ARTICLE IX

Miscellaneous Provisions

1. **Rules of Construction.** The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.

2. **Severability.** If any non-material provision of the Agreement shall be adjudged by a court of competent jurisdiction to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of the Agreement. If any material part of the Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or illegal, the Parties shall take all steps necessary to modify the Agreement to implement the original intent of the Parties in a valid and binding manner. These steps may include the waiver by either of the Parties of their right under the unenforceable provision. If, however, the Agreement objectively cannot be modified to implement the original intent of the Parties and the Party substantially benefited by the material provision does not waive its rights under the unenforceable provision, the entire Agreement shall become void.

3. **Entire Agreement.** Except as the Agreement expressly refers to and/or incorporates other agreements between the City and Owner, the Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of the Agreement. The Agreement supersedes all other negotiations and previous agreements between the Parties with respect to that subject matter.

4. **Waivers.** All waivers of the provisions of the Agreement must be in writing and signed by the appropriate agents of the City or of Owner.

5. **Amendments.** All amendments to the Agreement must be in writing signed by the appropriate agents of the City and Owner, in a form suitable for recording in the Official Records of San Diego County, California.

6. **Recording.** The City Clerk shall cause a copy of the Agreement to be recorded with the Office of the County Recorder of San Diego County, California within ten (10) days following the Effective Date. Upon the completion of performance of the Agreement or its revocation or

termination, a statement evidencing completion, revocation, or termination signed by the appropriate agents of Owner and the City shall be recorded in the Official Records of San Diego County, California.

7. **Project as a Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and that Owner shall have the full power and exclusive control of the Property subject to the provisions of the Agreement.
8. **Incorporation of Recitals.** The Recitals set forth in Article I of the Agreement are part of the Agreement.
9. **Captions.** The captions of the Agreement are for convenience and reference only and shall not define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of the Agreement.
10. **Consent.** Where the consent or approval of a Party is required or necessary under the Agreement, the consent or approval shall not be withheld unreasonably.
11. **The City's Ongoing Statutory Authority.** Except as expressly stated, nothing in this Agreement shall limit the City's authority and responsibility under the California Constitution and applicable California statutes to act in the best interests of the public health, safety, and welfare, and nothing in this Agreement is intended to limit in any way the legislative discretion otherwise afforded the Escondido City Council under state or federal law, as amended.
12. **Covenant of Cooperation.** The Parties shall cooperate with and assist each other in the performance of the provisions of the Agreement including assistance in obtaining permits for the development of the Property which may be required from public agencies other than the City. The covenant of cooperation shall include, to the maximum extent permitted by law, that the City shall use its best efforts to prevent any ordinance, measure, moratorium or other limitation

from invalidating, prevailing over or making impossible any provision of the Agreement, and the City shall cooperate with Owner to keep the Agreement in full force and effect. Owner reserves the right to challenge any such ordinance, measure, moratorium, or other limitation in a court of law if it becomes necessary to protect the development rights vested in the Property pursuant to the Agreement.

13. **Further Actions and Instruments.** Each of the Parties shall cooperate with and provide reasonable assistance to the other in the performance of all obligations under the Agreement and the satisfaction of the conditions of the Agreement. Upon the request of either Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of the Agreement to carry out the intent and to fulfill the provisions of the Agreement or to evidence or consummate the transactions contemplated by the Agreement.

14. **Successors and Assigns.** Subject to Article III Section 2 above, the burdens of the Agreement shall be binding upon, and the benefits of the Agreement inure to, all successors-in-interest and assigns of the Parties.

15. **Time of the Essence.** Time is of the essence of the Agreement and of each and every term and condition hereof.

16. **Applicable Laws.** The Agreement shall be construed and enforced in accordance with the laws of the State of California. All statutory references are to California statutes.

17. **No Waiver of Existing Rights or Applicable Laws.** The Agreement shall not constitute a waiver of any of Owner's existing rights or applicable laws, nor shall it limit or expand Owner's right to challenge any General Fee as being contrary to applicable law or to challenge any existing or Future Exaction as being in excess of Exactions permitted by applicable law.

18. **Authorization.** Each person executing this Agreement hereby warrants and represents that he/she has the authority to enter into this Agreement and to bind his/her respective entity to the provisions hereof. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.

19. **No Third Party Beneficiaries.** This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party.

SIGNATURE PAGE FOLLOWS

The Agreement has been executed by the Parties as of the dates set forth below:

CITY OF ESCONDIDO

CITY OF ESCONDIDO

By: _____
Sam Abed
Its: Mayor

By: _____
Diane Halverson
Its: Clerk

PACIFIC LAND INVESTORS, LLC
A Delaware limited liability company on behalf of
John Boer
A California limited liability company

By: _____
Its: _____

PACIFIC LAND INVESTORS, LLC
A Delaware limited liability company on behalf of
Margie Boer
A California limited liability company

By: _____
Its: _____

APPROVED AS TO FORM AND CONTENT:

CITY OF ESCONDIDO

By: _____
Jeffrey R. Epp
Its: City Attorney

LOUNSBERY FERGUSON ALTONA & PEAK, LLP

By: _____
David W. Ferguson, Esq.
Attorney for Pacific Land Investors, LLC

EXHIBIT A

LEGAL DESCRIPTION

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

LOT "J" IN BLOCK 418, IN THE RESUBDIVISION OF BLOCKS 418 AND 419, RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 21, 1913.

Assessor's Parcel Number: 224-142-04-00

EXHIBIT B

ENTITLEMENTS

1. Tentative Subdivision Map No. _____, including grading exemptions, approved by City Council Resolution _____ on _____.

2. Mitigated Negative Declaration (ER _____) certified by City Council Resolution No. _____ on _____.

EXHIBIT C

AGREEMENT FOR COMPLETION OF IMPROVEMENTS

This Agreement is made and entered into this ___ day of _____, 20_, by and between the CITY OF ESCONDIDO, a municipal corporation, hereinafter referred to as "CITY," and _____ a _____ hereinafter referred to as "APPLICANT";

WHEREAS, APPLICANT proposes to construct a building, structure or development at _____ in the City of Escondido, County of San Diego, State of California, the "Project"; and

WHEREAS, certain public improvements are required to be constructed and/or installed in the streets and/or easements adjacent to the lot or parcel upon which such the Project is to be constructed or erected; and

WHEREAS, pursuant to the provisions of Ordinance No. 93-2 of the Escondido Municipal Code, it is necessary that certain public improvements as detailed in the plans and specifications on file with the City Engineer of the City of Escondido, the "Improvements", be constructed and/or installed as a condition of and prerequisite to final inspection and acceptance of the Project.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ~~APPLICANT hereby agrees, at its sole cost and expense, to furnish all labor, equipment and materials to construct the Improvements in a good workmanlike manner and in conformance with the approved plans and specifications on file with the City Engineer. APPLICANT agrees that the Improvements shall be completed within two years from the date of this Agreement. The Improvements shall be completed to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted by the CITY. The estimated cost of the Improvements is the sum of \$_____.~~

2. APPLICANT covenants that all Improvements shall be constructed in a manner that does not damage existing public property. Should any damage occur to public property, including, but not limited to, the Improvements in the public right-of-way as a result of APPLICANT or APPLICANT'S contractor performing construction, APPLICANT shall be responsible for repair or reconstruction of the public property. Such repair or reconstruction shall be at the APPLICANT'S sole expense and shall be completed to the satisfaction of the City Engineer.

3. The CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to APPLICANT or any other person for, and APPLICANT shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever

nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by construction of the Improvements. The CITY shall not by its approval of the Project, or any part of it, or by entering into this Agreement, or by granting any permits concerning this Project or Improvements, be deemed an insurer or surety for the design or construction of the Improvements.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which APPLICANT has agreed to indemnify Indemnitees as provided above, APPLICANT, upon notice from the CITY, shall defend Indemnitees at APPLICANT'S expense by counsel acceptable to the CITY, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

If a court of competent jurisdiction determines that the CITY has acted with negligence with respect to anything covered in this Agreement, APPLICANT's obligation to indemnify the CITY shall be limited by the provisions of California Civil Code Section 2782(b).

4. APPLICANT shall further indemnify, defend and hold harmless the CITY and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01) of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

5. It is further agreed that APPLICANT will at all times, prior to CITY acceptance of the Improvements, give good and adequate warning to the traveling public of each and every defective and/or dangerous condition existing in the affected public rights-of-way and/or easements or any of them, and will protect the traveling public from such defective or dangerous conditions. It is understood and agreed that until acceptance of the Improvements, each of the affected public rights-of-way and/or easements not accepted as improved shall be under the charge of APPLICANT for the purposes of this Agreement. APPLICANT may, upon approval of the City Engineer, close all or a portion of any public right-of-way whenever it is reasonably necessary to protect the traveling public during construction of the Improvements. APPLICANT agrees that the provisions of Sections 3 and 4, respecting indemnification, are applicable to the obligations as set forth in this Section 5.

6. APPLICANT hereby agrees to pay for any inspection of streets and/or easements as may be required by CITY ordinances.

7. It is further agreed that APPLICANT shall file with the City Clerk at the time of signing this Agreement a good and sufficient bond or Instrument of Credit in an amount not less than the estimated cost of the Improvements, as specified above, for the faithful performance of the terms and conditions of this Agreement, including payment for all labor and materials furnished in connection therewith and the guarantee and warranty of the Improvements for a period of two years against any defective work or labor or defective materials furnished, and that should the sureties on the bond or either of them become insufficient, APPLICANT agrees to renew the bond with good and sufficient sureties within 10 days after receiving notice that the sureties are insufficient.

8. In lieu of filing a bond as provided above, APPLICANT may deposit with the City Clerk or with a responsible escrow agent, bank, savings and loan or trust company, a sum of money or other form of security acceptable to the City Attorney, not less than the estimated cost of the Improvements as above specified, together with instructions to the escrow agent or bank, savings and loan or trust company for the payment of such money, which instructions shall be subject to the approval of the City Attorney.

9. Upon mutual consent of APPLICANT and the City Engineer, the City Engineer may make such changes, alterations or additions to the plans and specifications for the Improvements as may be determined necessary and desirable by the City Engineer for the proper completion of the Improvements and no such changes, alterations or additions shall relieve the surety or sureties on any bond given for the faithful performance of this Agreement.

10. It is further agreed by and between the parties hereto that, in the event it is deemed necessary to extend the time of completion of the Improvements required under this Agreement, the extension may be granted by the CITY and shall in no way affect the validity of this Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement. In accordance herewith, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

11. It is further agreed by and between the parties hereto that the terms of this Agreement shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the above-described land or any part thereof.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF ESCONDIDO

Date: _____ By _____
City Manager

APPLICANT

Date: _____ By _____
Authorized Signature

Address:

(SIGNATURES MUST BE NOTARIZED)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

City Attorney

EXHIBIT D

TERM SHEET

1. **Background.** Developer Pacific Land Investors, LLC, seeks to acquire and improve several undeveloped tracts/subdivisions within the Stanley/Lehner Block and the Stanley/Vista Block as depicted on Exhibit E. Owners of the undeveloped property within the Stanley/Lehner Block and the Stanley/Vista Block seek separate development agreements with terms that spread the cost of the various improvements across all owners. Development agreements for Tracts 889 and 894 have been completed and recorded in the official records of the San Diego County Recorder. In addition to the Tract 889 and 894 properties, Developer envisions another 57 units may be developed within the Stanley/Lehner Block and 40 units may be developed within the Stanley/Vista Block. Developer further envisions the possibility that all undeveloped properties within the Stanley/Lehner and Stanley/Vista Blocks will be developed at the same time. The 97 units to be developed shall be subject to cost sharing for the improvements described below. City seeks to ensure that the necessary public infrastructure improvements are made in a timely manner, even if the properties are not developed as one unit.

2. **Sale of Property.** Owner has entered into an agreement to sell the Property to Pacific Land Investors, LLC, ("PLI") and by letter dated May 31, 2013 on file with the City, has authorized Mark Ferraro of PLI to act on its behalf with respect to this Agreement.

3. **Owner Financial Contribution to Capital Improvement Projects.** Owner agrees to construct or financially support all mitigation measures, all improvements required as conditions of approval in the Escondido City Council Resolution approving the Property's Tentative Map and the following improvements based upon Escondido Design Standards and Standard Drawings (Effective Date: April 2, 2014). All improvements shall be designed to satisfaction of

the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. Owner will contribute the following funds which the City shall use to finance certain roadway and drainage improvements in the vicinity of the Project:

a. North Broadway Deficiency Fee. Owner shall pay the City \$12,500.00 per unit shown on the Project's approved Final Map prior to the City's grant of the first building permit for the Project.

b. Stanley Water Line Reimbursement. Owner shall pay THREE THOUSAND FIVE HUNDRED AND FIFTY-FIVE DOLLARS (\$3,555) per unit for the Property's proportionate share directly to BG LIHTC, LLC, a California limited liability company (or its assignee) or to such other owner within the Stanley/Lehner Block that constructs the twelve inch (12") water line along Stanley Avenue as described in the Development Agreement for Tract 889 between City of Escondido and BG LIHTC, LLC, a California limited liability company, recorded in the Official Records of the San Diego County Recorder's Office as Doc. No. 2014-0075897 on February 25, 2014. This reimbursement provision shall expire on January 10, 2024.

c. N. Ash Street & Lehner Avenue Intersection Improvements. Prior to the issuance of a building permit, Owner shall directly reimburse ONE THOUSAND TWO HUNDRED ELEVEN (\$1,211) per unit (\$69,000/57 units) planned under this Agreement to the owner of any tract or subdivision within the Stanley/Lehner Block who constructs the street improvements required prior to the 40th dwelling unit constructed in the Stanley/Lehner Block during the term of this Agreement. The City shall include a requirement in future development agreements for development of any property within Stanley/Lehner Block to reimburse the owner who constructs the street improvements \$1,211 per unit for that property's proportionate

share of the street improvements. The reimbursement provision shall expire ten years after the Effective Date.

d. N. Ash Street. & Vista Avenue Intersection Improvements. Prior to the issuance of a building permit, Owner shall directly reimburse Eight Hundred and Twenty-Five dollars (\$825) per unit (\$80,000/97 units) subject to this Agreement to the developer or owner of any tract or subdivision within the Stanley/Lehner Block who constructs the street improvements required prior to the 40th dwelling unit constructed during the term of this agreement. The City shall include a requirement in future development agreements for development of any property within Stanley/Lehner Block and the Stanley/Vista Block to reimburse the owner who constructs the street improvements \$825 per unit for that property's proportionate share of the street improvements. The reimbursement provision shall expire ten years after the Effective Date.

e. N. Ash Street & Vista Avenue Intersection Future Traffic Signal. Prior to the issuance of a building permit for the Project, Owner shall deposit with the City Two Thousand Two Hundred and Sixteen dollars (\$2,216) per unit (\$215,000/97 units) subject to this Agreement, to be held by the City of Escondido for future reimbursement to the developer/owner who completes the traffic signal installation to the satisfaction of the City or County Engineer. The collected fund shall be disbursed upon acceptance of the traffic signal by the City of Escondido or County of San Diego. If not disbursed within ten years of the Effective date, the funds shall be transferred to the general fund of the City of Escondido.

f. Owner shall construct approximately 500 feet of frontage improvements to a one half width plus 10 feet on Stanley Avenue between the Property and Conway Drive and will be reimbursed as described below in paragraph 5(a). These frontage improvements shall not include the undergrounding of utilities.

4. Owner Building Permit Pre-conditions.

a. N. Ash Street and Lehner Avenue Road Improvements. Prior to the final inspection of the 40th dwelling unit in the Stanley/Lehner Block, constructed during the term of this agreement by any developer or owner on any property within the Stanley/Lehner Block, Owner shall improve the intersection at N. Ash Street and Lehner Avenue, including dedicated turn lanes as described in section 13.2, Mitigation Measures, of the project's traffic impact analysis. All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. This improvement shall not include a traffic signal.

b. N. Ash Street and Vista Avenue Road Improvements. Prior to the final inspection of the 40th dwelling unit in the Stanley/Lehner Block, constructed during the term of this agreement by any developer or owner on any property within the Stanley/Lehner Block, Owner shall improve the intersection at N. Ash Street and Vista Avenue, including dedicated turn lanes as described in section 13.2, Mitigation Measures, of the project's traffic impact analysis. All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. This improvement shall not include a traffic signal.

c. Ash Street Pedestrian Walkway. Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 4 foot wide pedestrian walkway on one side of Ash Street from Sheridan Avenue to Vista Avenue, or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct the walkway. The walkway shall be designed to the satisfaction of the City Engineer and bonded prior to approval of Final Map and constructed prior to final inspection of project's last unit.

d. Conway Drive Pedestrian Walkway. Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 4 foot wide pedestrian walkway on the east side of Conway Drive from Lehner Avenue to Rincon Avenue or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct the walkway. The walkway shall be designed to the satisfaction of the City Engineer and bonded prior to approval of Final Map and constructed prior to final inspection of project's last unit.

e. Stanley Avenue Water Line. Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 12" water line along Stanley Avenue from the Property's western boundary to Conway drive or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct a 12" water line along Stanley Avenue from the Property's western boundary to Conway Drive. The water line shall be designed to the satisfaction of Utilities Director and bonded prior to approval of Final Map and constructed prior to issuance of first building permit or as determined by the Utilities Director.

f. Conway Drive Water Line Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct a 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue. The water line shall be designed to the satisfaction of Utilities Director and bonded prior to approval of Final Map and constructed prior to issuance of first building permit or as determined by the Utilities Director.

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5. City Financial Contribution to Capital Improvement Projects.

a. Stanley Avenue Public Improvements. City shall waive \$89,400 of the Project's deficiency fee to reimburse Owner for the improvements to Stanley Avenue described in paragraph 3(f).

b. Conway Drive Water Line. If Owner constructs the 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue the City will waive \$64,311.50 of the Project's water connection fees.

6. Substantial Conformance. Parties anticipate the Stanley/Lehner Block will be graded and developed under one grading plan that may cover multiple tracts and consolidate multiple on-site detention basins into a single location. If requested by Owner, City shall not unreasonably withhold a finding of substantial conformance for a modified Tentative Map that facilitates this process provided the modified Tentative Map substantially conforms to the conditions of approval, adequate surety has or will be provided for the off-site drainage facilities and a Water Quality Technical Report for the revised grading design has been approved by the City Engineer. For purpose of determining the necessity of grading exemptions, interior property lines between the included tracts will be disregarded.

7. Notice. Addresses for Notice described in Article III, paragraph 7 of the Agreement are as follows:

To the City:
City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025
FAX (760) 741-7541

With Copy to:

Jeffrey R. Epp, Esq.
City Attorney
City of Escondido
201 N. Broadway
Escondido, CA 92025
FAX (760) 741-7541

To the Owner:

Pacific Land Investors, LLC
Attn: Mark Ferraro
101 Pacifica, Ste. 200
Irvine, CA 92618
FAX 949-789-0006

With copy to:

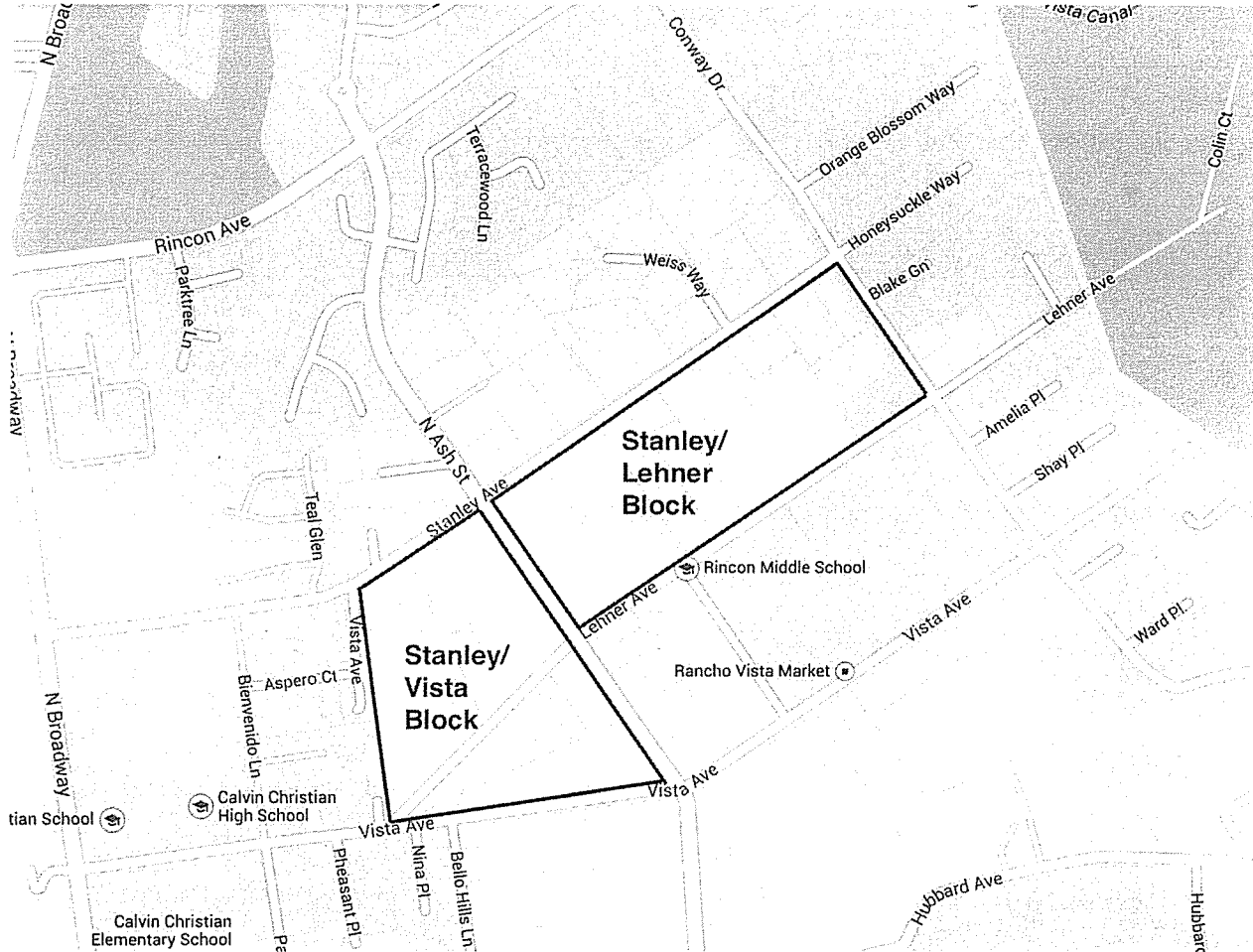
David W. Ferguson, Esq.
Lounsbery Ferguson Altona & Peak, LLP
960 Canterbury Place, Suite 300
Escondido, CA 92025
FAX (760) 743-9926

The addresses to which notices shall be sent may be changed by giving ten (10) days written notice of change of address in the manner set forth above.

END OF TERM SHEET

EXHIBIT E

Stanley/Lehner Block and Stanley/Vista Block



Agenda Item No.: 11

Date: June 18, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Tentative Map with Grading Exemptions and Development Agreement (SUB 13-0010)

STAFF RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-59 and introduce Ordinance No. 2014-13 approving the proposed 16-lot Tentative Map with Grading Exemptions and a Development Agreement with a five-year term to authorize construction of the residential subdivision within the North Broadway Deficiency Area.

PLANNING COMMISSION RECOMMENDATION:

On May 27, 2014, the Planning Commission voted 6-0 (Watson absent) to recommend approval of the proposed 16-lot Tentative Map with Grading Exemptions and Development Agreement. Copies of the Planning Commission draft minutes, staff report exhibits and the Mitigated Negative Declaration are attached; to see the full Planning Commission staff report, refer to the following link:

<http://www.escondido.org/Data/Sites/1/media/agendas/PC/PCPacket052714.pdf>

PROJECT DESCRIPTION:

A proposed Tentative Subdivision Map with 16 single-family residential lots and five grading exemptions for fill slopes up to 20 feet in height on two parcels totaling 4.63 acres (Baker Property) on the southern side of Stanley Avenue in the R-1-10 zone (Single-family Residential – 10,000 SF minimum lot size). Proposed lot sizes range from 10,012 SF to 13,245 SF. Access to the new residences would be provided from a single cul-de-sac street extending south from Stanley Avenue. The project also includes a proposed Development Agreement with a five-year term to authorize residential construction within the North Broadway Deficiency Area. The terms of the agreement would allow the developer to proceed with construction of 16 residences in return for upgrading existing street and water infrastructure in the area. The developer also would be obligated to pay additional deficiency fees towards future construction of priority street and drainage improvements in the North Broadway area.

LOCATION:

The project site has two existing residences (to be demolished) and is located on the southern side of Stanley Avenue and northern side of Lehner Avenue, between Conway Drive and Ash Street, addressed as 839 Stanley Avenue and 926 Lehner Avenue.

FISCAL ANALYSIS:

In return for being allowed to proceed with residential construction prior to improving infrastructure in the area, the Development Agreement includes a term that requires the owner to pay \$12,500 per approved residential lot ("Deficiency Fee") to finance traffic and drainage improvements in the vicinity of the project. The total value of the fee for 16 lots is \$200,000.

GENERAL PLAN ANALYSIS:

The General Plan land use designation on the site is Suburban which allows up to 3.3 dwelling units per acre. The project density of 3.45 du/acre slightly exceeds the Suburban designation; and the project would have to eliminate one lot to meet strict conformance. However, Section 32.202.03 of the Subdivision Ordinance states Tentative Subdivision Maps may be considered in conformance with the General Plan if it can be determined that the Tentative Subdivision Map proposes lot sizes which conform to the standards of the current zoning designation and such zoning conforms to the current land use category of the General Plan.

The site is located in the R-1-10 zone which the General Plan (Pg. II-20) identifies as appropriate zoning for the current Suburban land use designation. The subdivision design meets all R-1-10 zoning standards regarding lot width, size and frontage. The site's configuration, limited street dedication requirements, and ability to efficiently configure the interior street and lots allow the additional lot to be accommodated while maintaining the R-1-10 development standards.

ENVIRONMENTAL REVIEW:

A Mitigated Negative Declaration was issued on April 29, 2014. Mitigation measures were developed to reduce potential biological, noise and traffic/transportation impacts to a less than significant level. In staff's opinion, no significant issues remain unresolved through compliance with code requirements, proposed mitigation measures and the recommended conditions of approval.

PREVIOUS ACTION:

On December 4, 2013, the City Council approved Development Agreements for two residential subdivisions (Tract 889 and Tract 894) located within the same block as the proposed development. After much discussion regarding the amount of the North Broadway Deficiency Fee, the Council determined that \$12,500/lot was the appropriate fee amount for construction of priority street and drainage projects in the area.

BACKGROUND:

The project site and the other properties within this block were annexed into the city on September 11, 2006. On September 26, 2006, the Planning Commission considered a subdivision application (Tract 927) that proposed 32 lots on the subject property and the adjacent property to the east. The Planning Commission voted 5-0 to recommend approval of the Tentative Map and associated Development Agreement, but the project was never heard by the City Council and therefore was not approved. The City Council hearing was delayed and the project ultimately withdrawn after the applicant expressed concern with the costs to construct some of the improvement obligations listed in the proposed Development Agreement.

A new applicant (Pacific Land Investors) is now proposing this 16-lot subdivision on what was the western half of Tract 927. Pacific Land Investors is also processing a separate 16-lot Tentative Map (SUB 13-0003) on the eastern half of Tract 927. The applicant already owns the previously approved Tract 889 (16 lots) on the western boundary of the proposed development and also owns the previously approved Tract 894 (11 lots) on the eastern boundary of the proposed SUB 13-0003. Two other pending and future subdivision proposals would give the applicant control to redevelop the entire block (Stanley Avenue to the north, Lehner Avenue to the south, Ash Street to the west and Conway Drive to the east) with the exception of five existing residences on the southern side of Stanley Avenue in the vicinity of Weiss Way. It is anticipated that the applicant's assemblage of all these properties could yield a total of approximately 87 new lots within the block. The applicant is currently marketing this concept to homebuilders and it is anticipated that one builder could construct all of these subdivisions as a single project. If that occurs, it is likely that an alternative mass grading plan will be processed as opposed to the individual grading designs developed for each subdivision.

The project site is in the North Broadway Deficiency Area, which is an area identified by the Citywide Facilities Plan as having critical infrastructure deficiencies. Sections 33-1431 through 1433 of the Escondido Zoning Code require the implementation of a Development Agreement in conjunction with new residential development in this area to ensure the proposed project either provides facilities necessary to upgrade existing deficiencies or financially participates towards their solution. A draft Development Agreement has been attached to this staff report. The proposed terms of the agreement include the payment of a per/unit deficiency fee for priority street and drainage improvements, repayment of a proportionate share of water line upgrade costs in Stanley Avenue, and participation in the cost of upgrades to street intersections in the area.

PLANNING COMMISSION RECOMMENDATION AND SUMMARY:

On May 27, 2014, the Planning Commission voted 6-0 (Watson absent) to recommend approval of the proposed 16-lot Tentative Map with Grading Exemptions and Development Agreement. There was little discussion by the commission on this item because many of the questions and comments had already been addressed during the discussion on the previous agenda item for the adjacent development proposal. Additional clarification was requested regarding schools and drainage basins. Commissioner Spann felt that increasing the amount of the North Broadway Deficiency Fee would increase the cost of the homes.

PUBLIC INPUT:

One resident (Patricia Borchmann) spoke in opposition to the proposed development at the Planning Commission hearing and the property owner (Barry Baker) spoke in favor of the proposed development. Ms. Borchmann expressed concern with the concept of waiving some of the deficiency fees in return for constructing off-site improvements, and the amount of sensitive vegetation that would be removed as a result of the project. Mr. Baker noted that most of the vegetation on his property was associated with a container nursery tenant and would be moved off of the property.

Last week staff received a phone call from one of five residential property owners within the Stanley/Lehner block that would not be part of the overall redevelopment effort. The homeowner expressed general support for the applicant's proposed developments in his neighborhood as long as sidewalks or other pedestrian improvements were provided to enhance safety for students walking to and from Rincon Middle School. If the applicant succeeds in gaining approval of all his proposed Stanley/Lehner block developments, sidewalks will be provided around the entire block where none exist today and two other areas on Ash Street and Conway Drive would be upgraded to include pedestrian walkways.

DISCUSSION:

The applicant is proposing five Grading Exemptions, all of which are for fill slopes that exceed 10 feet in height within 50 feet of the property boundaries. The slope areas would be most visible from southern properties and future adjacent parcels the applicant is proposing for development. Views of the slope areas will not be unimpeded as the slopes would be partially screened by the proposed homes, future adjacent homes and landscaping. Staff feels the proposed exemptions would be appropriate given the screening that will occur, combined with limited view opportunities from existing nearby residences. The applicant has indicated that he intends to market all of his "Stanley Block" subdivisions together to a single homebuilder. It is anticipated that the homebuilder would then revise all of the individual grading plans to a single grading plan that employs a comprehensive drainage plan and eliminates mid-slope brow ditches and property lines between the tracts. If the properties are consolidated into a single development, the proposed Development Agreement includes language that specifies the property lines between the individual tracts would no longer be considered exterior boundaries. This would likely eliminate most of the proposed Grading Exemptions because the fill slopes would be interior to the overall project where a 20-foot height limit is permitted by the Grading Ordinance.

The North Broadway Deficiency Area allows the timely processing and development of residential projects in areas where known infrastructure deficiencies exist when accompanied by a Development Agreement. The Development Agreement facilitates the construction of public infrastructure necessary to upgrade existing deficiencies and/or includes a proportionate share payment towards neighborhood infrastructure. The proposed Development Agreement would be in effect for five years and would extend the life of the Tentative Map for that same period.

The proposed terms in the agreement list specific obligations that are the responsibility of both the developer ("Owner") and the City. The key terms for the Owner include the following:

1. Owner required to pay current fee rates in effect at the time fees are incurred.
2. Owner agrees to pay City \$12,500 per approved residential lot ("Deficiency Fee") to finance traffic and drainage improvements in the vicinity of the project.
3. Owner shall construct or provide a proportionate share payment (\$3,555/unit) for construction of the new 12" water line in Stanley Avenue.
4. Owner shall construct or provide a proportionate share payment (\$1,211/unit) for construction of improvements at North Ash Street / Lehner Avenue intersection.
5. Owner shall construct or provide a proportionate share payment (\$825/unit) for construction of improvements at North Ash Street / Vista Avenue intersection.
6. Owner shall provide a proportionate share payment (\$2,216/unit) for future reimbursement to the developer/owner that completes construction of the future traffic signal at the North Ash Street / Vista Avenue intersection.
7. Owner to construct off-site pedestrian walkways on Ash Street and Conway Drive.
8. If not already completed, Owner agrees to construct off-site 24" water line in Conway Drive (between Lehner Avenue and Stanley Avenue).

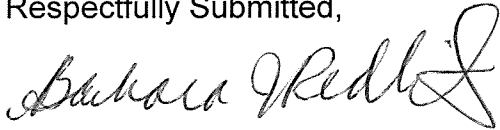
The proposed Development Agreement obligates the City to the following terms:

1. City shall allow Owner to perform onsite project grading and offsite road construction and water line installation prior to approval of a Final Map subject to approval of customary plans and agreements.
2. City guarantees sewer connection rights for a period of one year.
3. City agrees to spread construction costs by requiring the same proportionate share payments for future Development Agreements in the Stanley / Lehner block.
4. If Owner constructs the 24" water line in Conway Drive (No. 9 above), City will waive \$64,311.50 of the project's water connection fees.
5. City agrees to cooperate with Owner to obtain finding of Substantial Conformance and redefine Grading Exemptions if project grading design changes as part of a mass grading plan that incorporates multiple Tentative Maps in the Stanley / Lehner block.

The terms of the Development Agreement were fashioned in response to known infrastructure needs in the North Broadway Deficiency Area as well as the projected traffic impacts from all of the applicant's approved, pending and anticipated residential developments in the Stanley/Lehner area. The traffic analysis for the project included a cumulative analysis that indicated what street improvements would be needed if all the applicant's proposed developments were constructed.

Many of the identified traffic impacts were not triggered by the proposed development alone, but the proposal cumulatively contributes to an identified threshold (40 units) where improvements would be required. Therefore, a proportionate share payment towards those upgrades has been included in the Development Agreement terms. The payment of the \$12,500 per unit "North Broadway Deficiency Fee" for the future construction of priority street and drainage improvements in the North Broadway area was established by the City Council several months ago during hearings for Development Agreements for Tract 889 and Tract 894 located in the same block as the proposed subdivision. It is anticipated that this fee will be applied to all future Development Agreements in the North Broadway Deficiency Area.

Respectfully Submitted,



Barbara J. Redlitz
Director of Community Development



Bill Martin
Principal Planner

May 27, 2014

Chairman Weber felt that it was unfair to place the burden of upgrading neighborhood infrastructure on the last person developing in the area when all residents of the area would benefit from the new improvements. He felt it would be more reasonable if future developers and existing residents shared the cost of correcting existing infrastructure deficiencies and constructing neighborhood upgrades through the formation of an improvement district or some other financing mechanism.

ACTION:

Moved by Commissioner McQuead, seconded by Commissioner Johns, to approve staff's recommendation. Motion carried unanimously. (6-0)

3. TENTATIVE MAP, GRADING EXEMPTIONS AND DEVELOPMENT AGREEMENT – SUB 13-0010:

REQUEST: A proposed Tentative Subdivision Map with 16 single-family residential lots and five grading exemptions for fill slopes up to 20 feet in height on two parcels totaling 4.63 acres (Baker Property) on the southern side of Stanley Avenue in the R-1-10 zone (Single-family Residential – 10,000 SF minimum lot size). Proposed lot sizes range from 10,012 SF to 13,245 SF. Access to the new residences would be provided from a single cul-de-sac street extending south from Stanley Avenue. The project also includes a proposed Development Agreement with a five-year term to authorize residential construction within the North Broadway Deficiency Area in return for payment of fees and construction of necessary upgrades to streets and infrastructure in the area.

PROPERTY SIZE AND LOCATION: The project site has two existing residences (to be demolished) and is located on the southern side of Stanley Avenue and northern side of Lehner Avenue, between Conway Drive and Ash Street, addressed as 839 Stanley Avenue and 926 Lehner Avenue.

Bill Martin, Principal Planner, referenced the staff report and noted staff issues were whether the proposed design for the subdivision was consistent with the density conformance requirements of the Subdivision Ordinance (Section 32.202.03), the appropriateness of the proposed grading exemptions and alternative mass grading plan, and whether the proposed Development Agreement adequately addressed infrastructure deficiencies in the area. Staff recommended approval based on the following: 1) The General Plan land use designation on the site was Suburban which allowed up to 3.3 dwelling units per acre. The project density of 3.45 du/acre slightly exceeded the allowable density for the Suburban designation. However, Section 32.202.03 of the Subdivision Ordinance states Tentative Subdivision Maps may be considered in conformance with the density requirements of the General Plan if it could be determined that the project conformed with the minimum lot size specified in the General Plan

and zoning designations, the project was infill and proposes lot sizes that were compatible with the size and design of surrounding properties, and the project conforms with General Plan Goals regarding the preservation of sensitive resources. Staff feels the proposed development is consistent with these criteria; 2) The applicant was proposing five Grading Exemptions, all of which were for fill slopes that exceed 10 feet in height within 50 feet of the property boundaries. The slope areas would be most visible from southern properties and future adjacent parcels the applicant is proposing for development. Views of the slope areas would not be unimpeded as the slopes would be partially screened by the proposed homes, future adjacent homes and landscaping. Staff felt the proposed exemptions would be appropriate given the screening that will occur, combined with limited view opportunities from existing nearby residences. The applicant had indicated that he intended to market all of his "Stanley Block" subdivisions together to a single homebuilder. It was anticipated that the homebuilder would then revise all of the individual grading plans to a single grading plan that employs a comprehensive drainage plan and eliminates mid-slope brow ditches and property lines between the tracts. If the properties were consolidated into a single development, the proposed Development Agreement includes language that specifies the property lines between the individual tracts would no longer be considered exterior boundaries. This would likely eliminate most of the proposed Grading Exemptions because the fill slopes would be interior to the overall project where a 20-foot height limit was permitted by the Grading Ordinance; and 3) Staff felt the Deficiency Fee and other terms proposed in the Development Agreement were reasonable and prudent since the agreement would allow the construction of the residential development and street and water line improvements in a coordinated fashion that would result in reduced costs while maximizing public and private resources to construct necessary public infrastructure at the earliest practicable time

Commissioner Johns asked if the School District was approached with the concept of handling all of the projects being proposed. Mr. Martin replied in the affirmative with the exception of one that had not been received yet by the Planning Division.

Commissioner Spann and staff discussed the status of the retention basins.

Patricia Borchmann, Escondido, expressed her concern with property in question having sensitive vegetation that would be removed as a result of the project and asked that the mitigation plan be improved. She also felt the North Broadway Deficiency fees should not be waived, feeling the long-term impacts needed to be considered.

Barry Baker, Escondido, noted that he owned the property in question. He stated that most of the green matter in the photographs was vegetation in containers due to the property being rented to a nursery and would be moved off of the property.

Commissioner Spann felt increasing the North Broadway Deficiency fee would increase the cost of the homes.

ACTION:

Moved by Commissioner Winton, seconded by Chairman Weber, to approve staff's recommendation. Motion carried unanimously. (6-0)

CURRENT BUSINESS:

1. General Plan Conformance Finding (pursuant to Government Code Section 65402) for County of San Diego lease of property at 649 W. Mission Ave. for proposed offices for the Health and Human Services Agency (HHS) and Department of Child Support Services (Case No. ADM 14-0070).

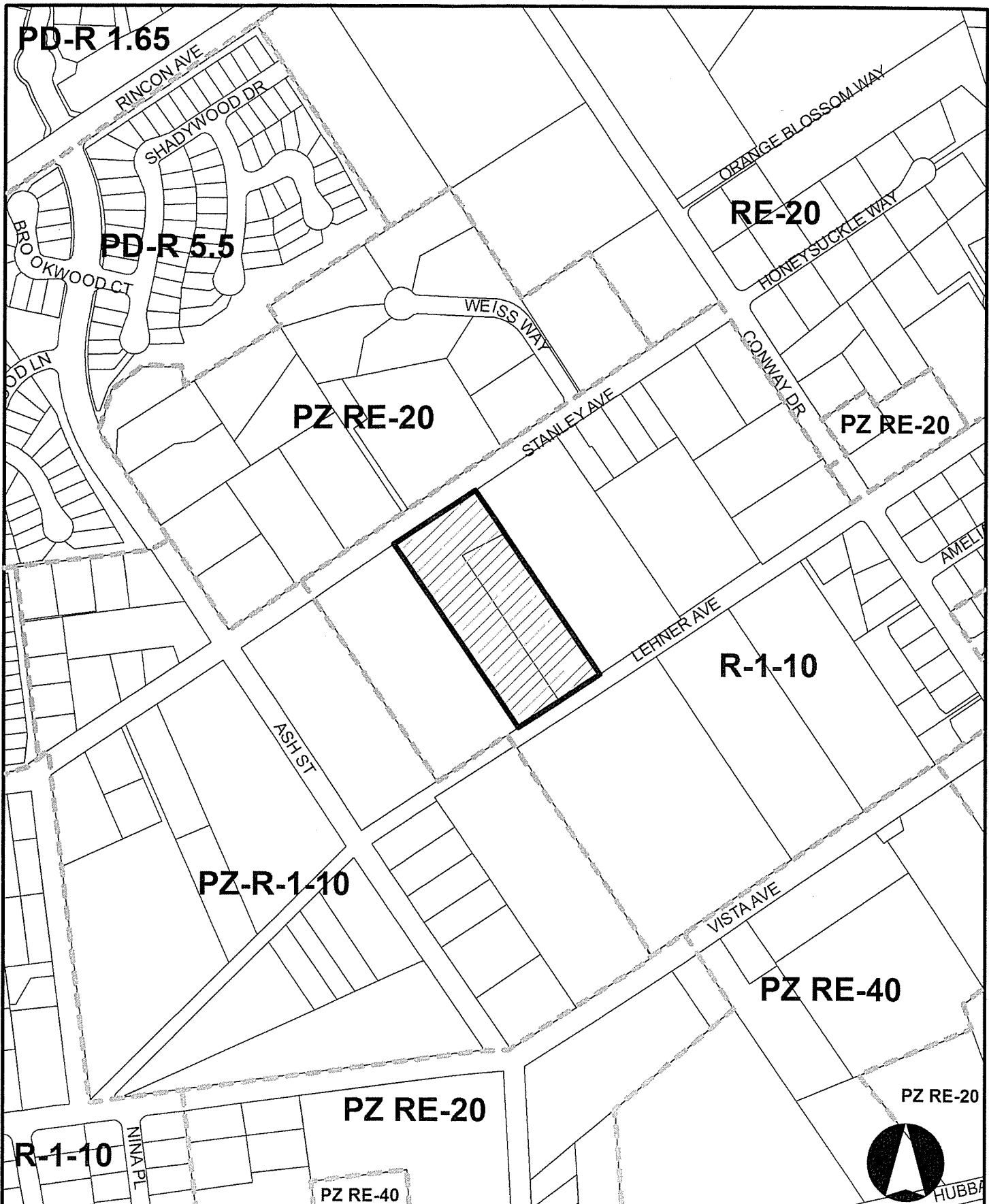
Location: 649 W. Mission Ave

Jay Petrek, Assistant Planning Director, referenced the staff report and noted that staff felt that the proposed use of the existing commercial building by County HHS for office, administrative and general service purposes was in substantial conformance with the Land-Use and Community Health and Services Elements of the General Plan, and goals and policies discussed above; and therefore recommended that the Planning Commission determine that the acquisitions conformed to the General Plan in accordance with Section 65402 of the Government Code.

County Supervisor Dave Roberts, Representing the 3rd District, stated that he loved the City of Escondido, noting that he opened his first district office in Escondido. He indicated that the County Board of Supervisors voted unanimously to consolidate its health and human services operations in North County at the subject location. He noted that the subject location fit in with the City's plan to develop the area as a business park and would bring over 400 high-paying jobs to the area. He stated that the project would include a new Veterans service center and an innovation facility that would work with nonprofits. He then encouraged the Commission to approve staff's recommendation.

Don Greene, Escondido, supported staff's recommendation. He stated that the project would benefit all of the residents of North County. He stated that the project would provide over 400 high-paying quality jobs, occupy a vacant property, and keep existing services in the City. He then thanked Supervisor Roberts and the Board of Supervisor for their recommendation.

Michael Abrams, Diamond Development Company, stated that the subject revitalization project would optimize the use of a property that had been vacant since June of 2006. He noted that the project would provide over \$10 million in property renovations, provide a county health services center with over 400 high

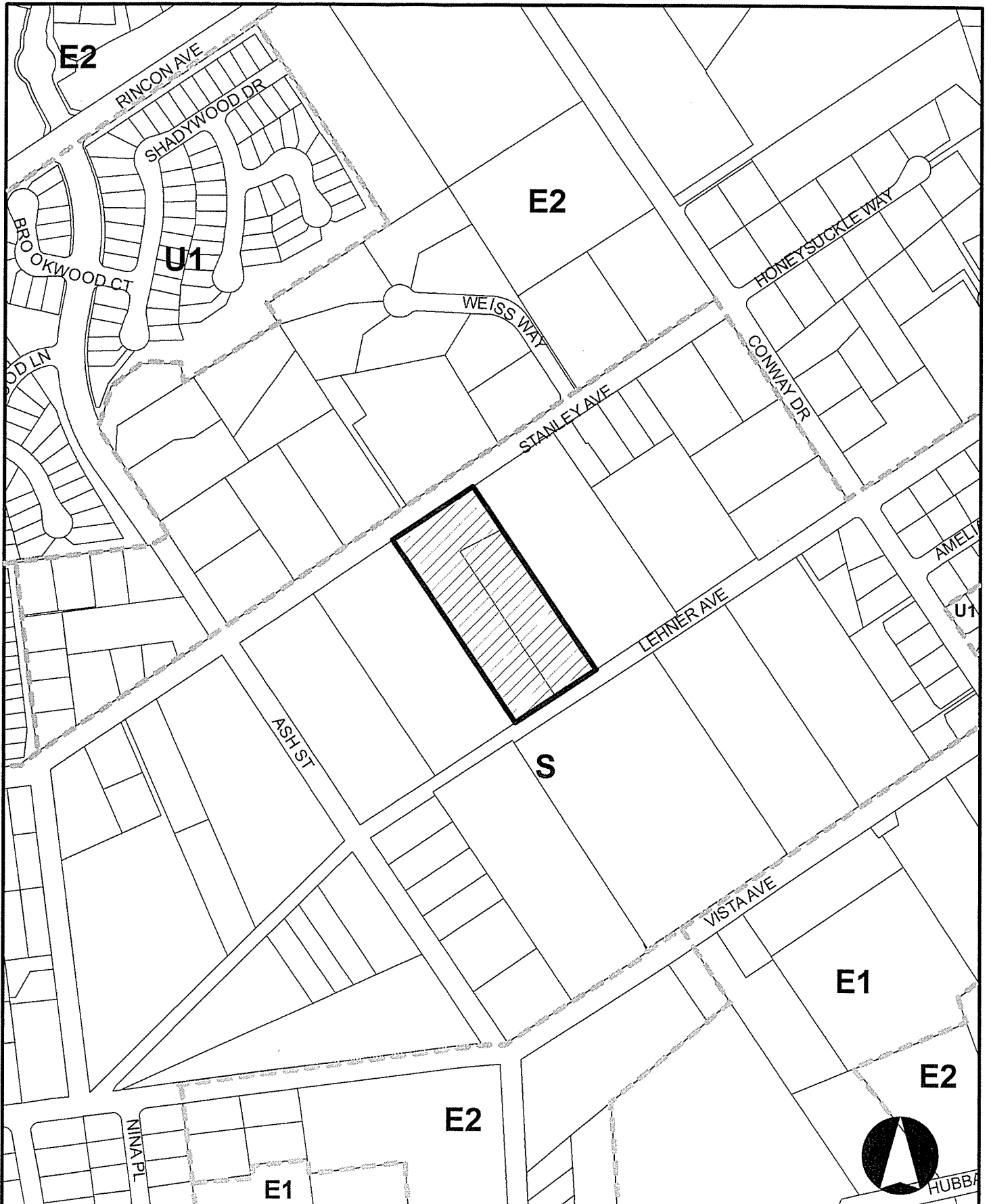


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PROPOSED PROJECT
SUB 13-0010



LOCATION/ZONING



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PROPOSED PROJECT
SUB 13-0010

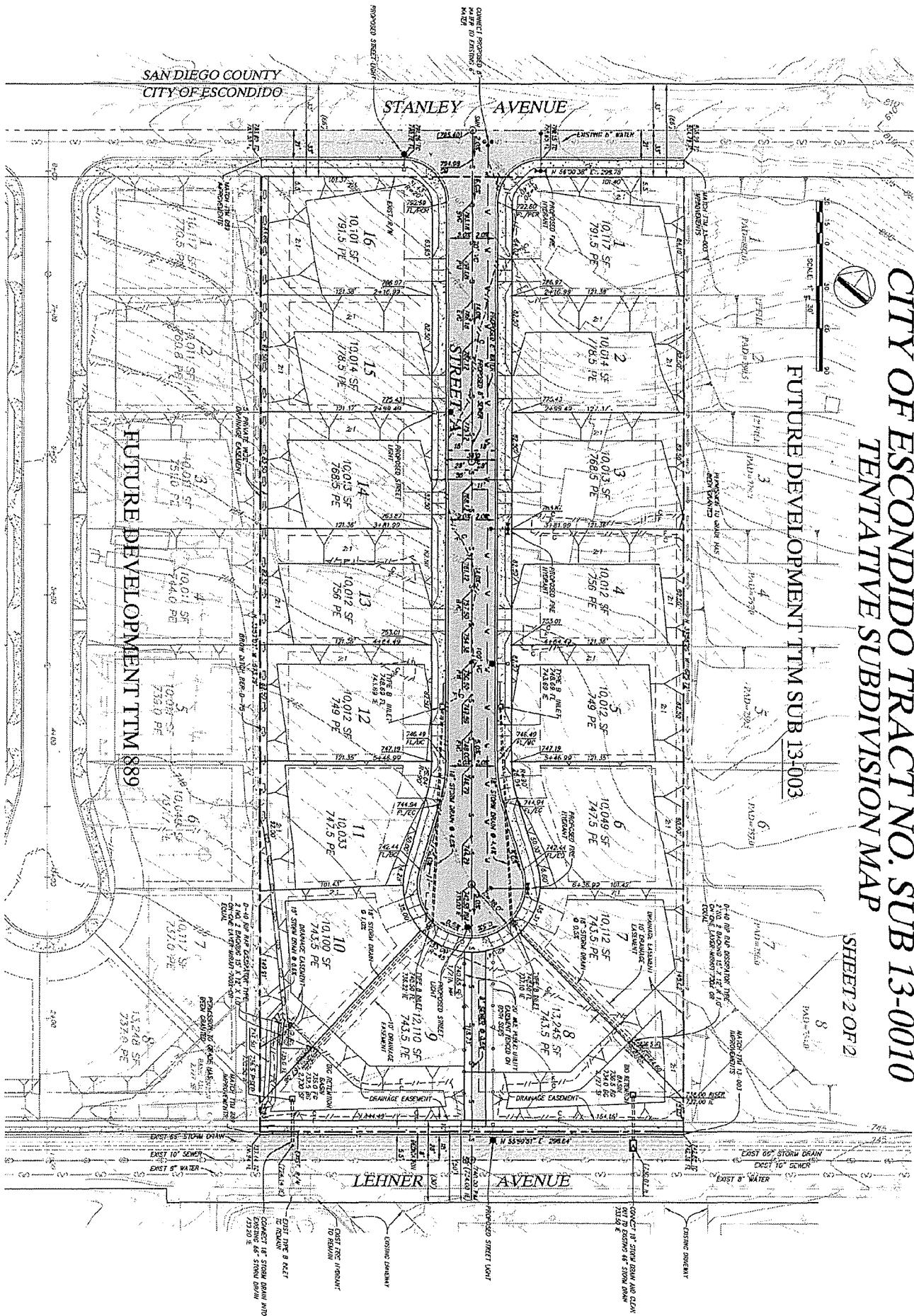


GENERAL PLAN

SAN DIEGO COUNTY
CITY OF ESCONDIDO

STANLEY AVENUE

CITY OF ESCONDIDO TRACT NO. SUB 13-0010
TENTATIVE SUBDIVISION MAP
FUTURE DEVELOPMENT TTM SUB 13-003
SHEET 2 OF 2

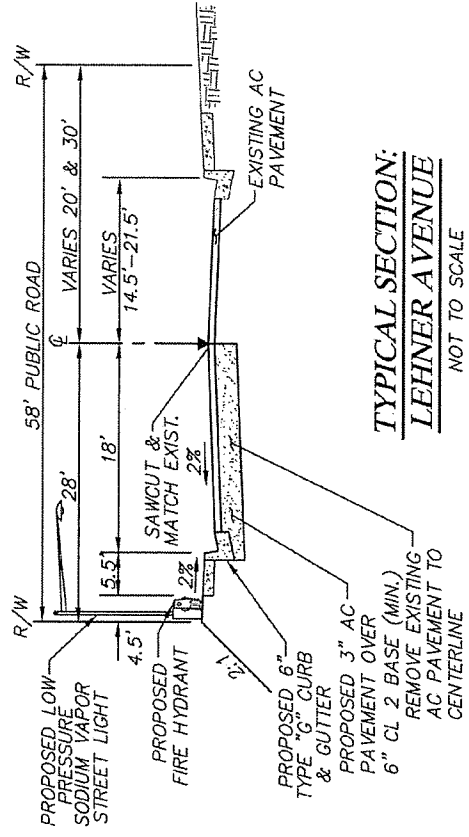
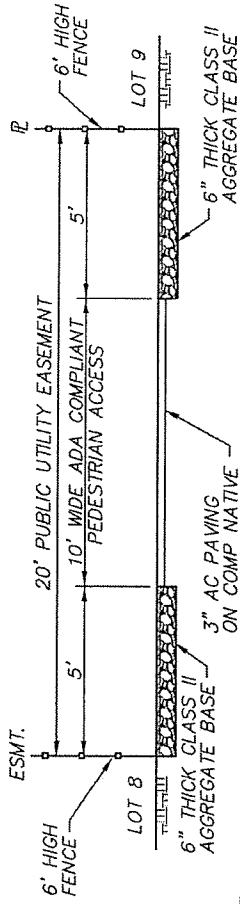
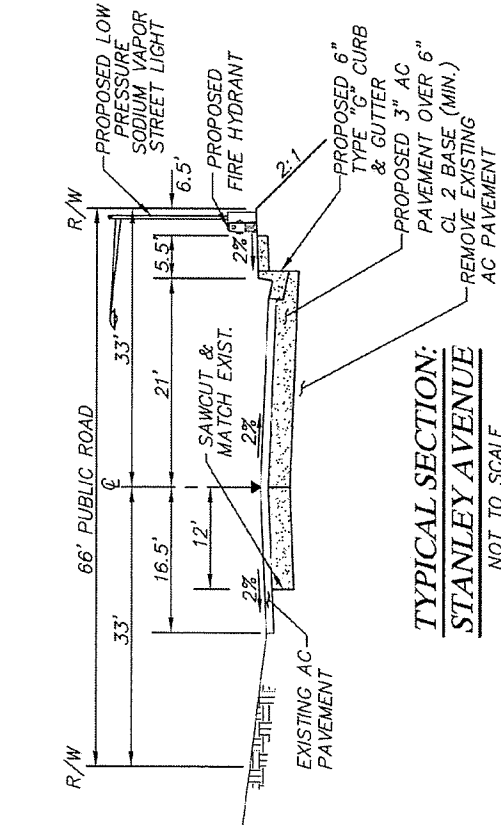
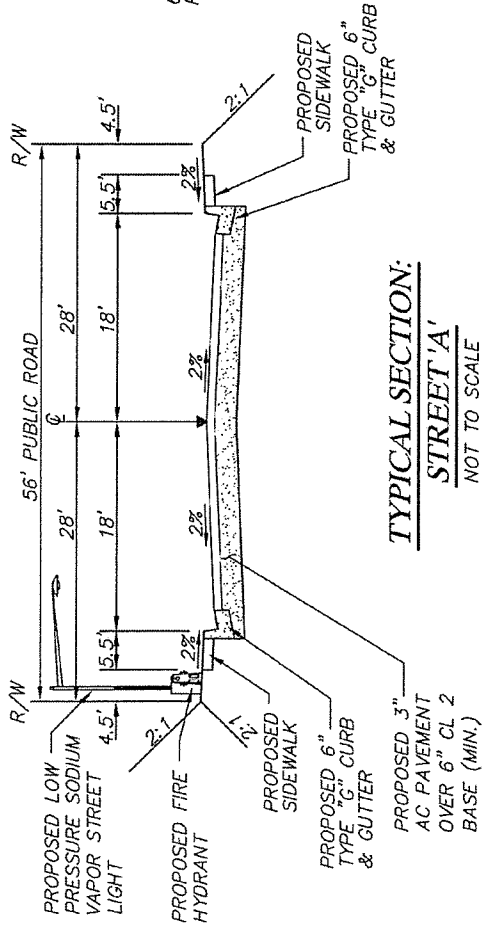


PROPOSED PROJECT
SUB 13-0010

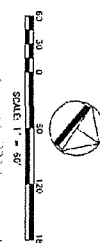
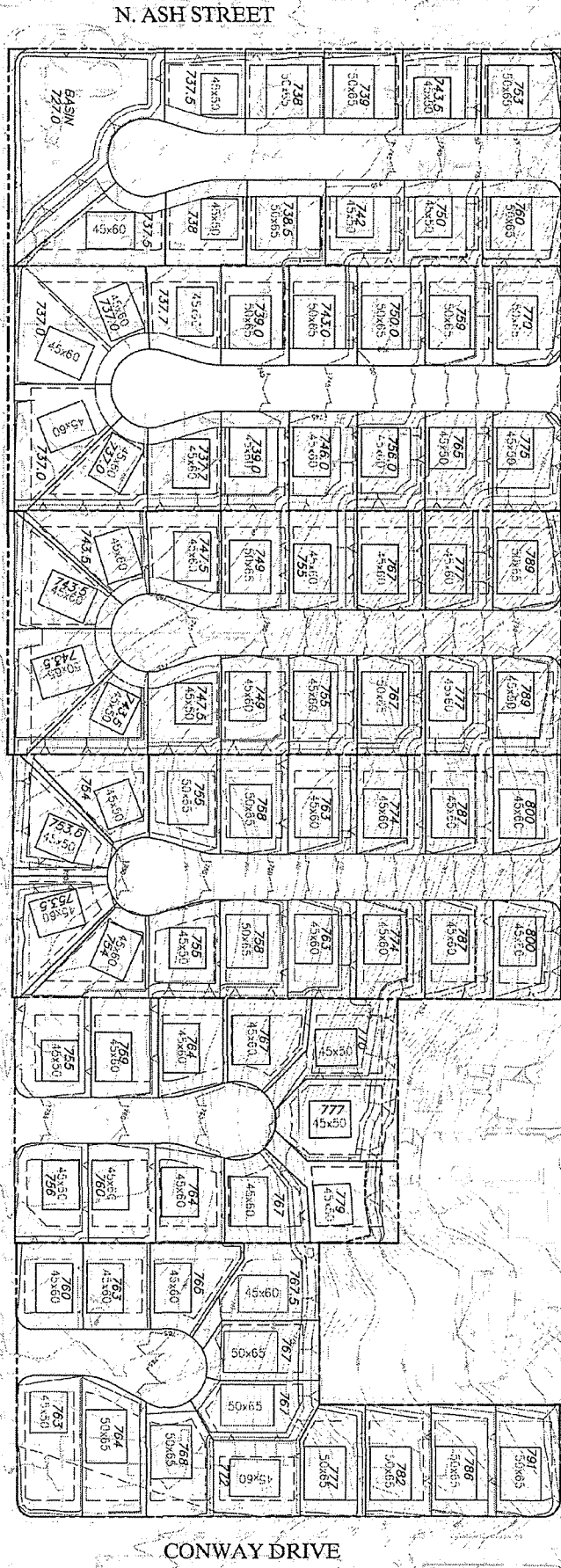


SITE PLAN

**PROPOSED PROJECT
SUB 13-0010**



ALTERNATIVE GRADING DESIGN CONCEPT



- PICKERING**
(SUB 13-0011)
- B.G.**
(TR 889)
- BAKER**
(SUB 13-0010)
- BOER**
(SUB 13-0003)
- MERIT**
(TR 894)
- BAKER**

**PROPOSED PROJECT
SUB 13-0010**





CITY OF ESCONDIDO
 PLANNING DIVISION
 201 NORTH BROADWAY
 ESCONDIDO, CA 92025-2798
 (760) 839-4671

MITIGATED NEGATIVE DECLARATION

CASE NO.: SUB 13-0010

DATE ISSUED: April 29, 2014

PUBLIC REVIEW PERIOD: May 2, 2014 to May 22, 2014

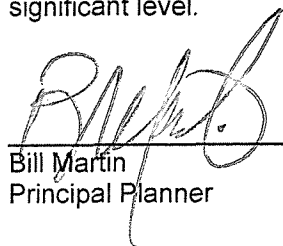
PROJECT DESCRIPTION: A proposed Tentative Subdivision Map with 16 single-family residential lots on a 4.63-acre parcel in the R-1-10 zone (Single-family Residential – 10,000 SF minimum lot size). Proposed lot sizes range from 10,012 SF to 13,245 SF. Access to the new residences would be provided from a single cul-de-sac street extending south from Stanley Avenue. Off-site street improvements to the Ash Street/Vista Avenue and Ash Street/Lehner Avenue intersections would be provided in conjunction with this project and others anticipated for the area. The project also includes a proposed Development Agreement with a five-year term to authorize residential construction within the North Broadway Deficiency Area. The terms of the agreement would allow the developer to proceed with construction of 16 residences in return for upgrading existing water, street and drainage infrastructure in the area. The developer also would be obligated to pay additional deficiency fees towards future construction of priority street and drainage improvements in the North Broadway area.

LOCATION: The project site is located on the southern side of Stanley Avenue and northern side of Lehner Avenue, between Conway Drive and Ash Street, addressed as 839 Stanley Avenue and 926 Lehner Avenue.

APPLICANT: Pacific Land Investors, LLC
 111 Pacifica, Suite 130, Irvine, CA 92618 949 789-0005

An Initial Study has been prepared to assess this project as required by the California Environmental Quality Act and Guidelines, Ordinance and Regulations of the City of Escondido. The Initial Study is on file in the City of Escondido Planning Division.

Findings: The findings of this review are that the Initial Study identified potentially significant impacts associated with biological resources, noise, and transportation/traffic. However, mitigation measures incorporated into the project, and agreed to by the applicant, would reduce impacts to a less than significant level.


 Bill Martin
 Principal Planner

Draft Environmental Document

**INITIAL STUDY / MITIGATED NEGATIVE DECLARATION
California Environmental Quality Act (CEQA)**

**APN 224-142-13, 14 Residential Project
16-lot Subdivision on Stanley Avenue**

**Submitted to:
City of Escondido
Planning Division
201 North Broadway
Escondido, CA 92025-2798**

**Prepared for:
Pacific Land Investors, LLC**

**Prepared by:
VCS Environmental
30900 Rancho Viejo Road, Suite 100
San Juan Capistrano, CA 92675-1763
949.489.2700**

April 2014

**Bill Martin, AICP
Principal Planner**

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- Appendix G: Traffic Impact Analysis
- Appendix H: Noise Technical Report
- Appendix I: School District Approval Letters
- Appendix J: Water Quality Technical Report



CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

ACKNOWLEDGEMENT OF ENFORCEABLE COMMITMENT

Case No.: SUB 13-0010

The items listed on the attached Mitigation Monitoring Program constitute an enforceable commitment in conformance with Section 21081.6(b) of the California Environmental Quality Act (Public Resources Code Sections 21000-21178). The applicant shall be required to provide, and comply with, all of the mitigation measures listed herein. These mitigation measures also have been included as conditions of the project approval.

4-30-14

Date

MARK FERPARO

Applicant's Name (printed)

Applicant's Signature

MITIGATION MONITORING PROGRAM

City of Escondido

APN 224-142-13, 14 Residential Project, 16-lot Subdivision on Stanley Avenue

TABLE 1: MITIGATION MONITORING PROGRAM

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
IV. Biology	Trees	BIO-1: Impacts to 30 mature trees shall be mitigated by replacement of 30 mature trees at a one-to-one (1:1) ratio with a minimum size of a 24-inch box, and the 4 protected trees shall be replaced at a 2:1 ratio with a minimum size of a 24-inch box.	Replacement of trees	Applicant	City of Escondido	Prior to occupancy	One-time planting
IV. Biology	Raptor Nests	BIO-2: A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the project site if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.	Surveys if construction between January 1 to September 1. Avoidance and buffer if nests found.	Applicant	City of Escondido	Pre-construction	Pursuant to measure
IV. Biology	Nesting Birds	BIO-3: If project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist will survey potential nesting vegetation within the project site for nesting birds, prior to commencing any project activity. Surveys will be conducted at the appropriate time of day, no more than	Surveys if construction between January 1 to September 1. Avoidance and/or buffer if nests found.	Applicant	City of Escondido	Pre-construction	Pursuant to measure

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
		<p>three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings will be submitted to the City for review and concurrence prior to conducting project activities. If no nesting birds were observed and concurrence was received, project activities may begin. If an active bird nest is located, the nest site will be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area will not be disturbed until after September 15 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work will occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.</p>					
IV. Biology	Water Quality	<p>BIO-4: To address potential impacts to water quality that may affect offsite wildlife species, a construction SWPPP shall be developed to minimize erosion and identify specific pollution prevention measures that will eliminate or control potential point and nonpoint pollution sources on-site during and following the project's construction phase. The SWPPP shall meet the requirements of the Construction General Permit and shall identify potential pollutant sources associated with construction activities; identify non-storm water discharges;</p>	Develop and implement SWPPP.	Contractor	City	Pre-construction	Pursuant to SWPPP

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
IV. Biology	Loss of non-native grassland	develop a water quality monitoring and sampling plan; and identify, implement, and maintain best management practices (BMPs) to reduce or eliminate pollutants associated with the construction site. BIO-5: To compensate for the loss of 0.56 acre of non-native grassland, the applicant shall purchase 0.28 mitigation credits from the Daley Ranch Bank or other approved mitigation bank.	Purchase of 0.28 credits from Daley Ranch Bank	Applicant	City of Escondido	Prior to issuance of grading permit	N/A
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-1: The Project Applicant and/or contractor shall ensure that all construction equipment will have properly operating mufflers.	Maintain Equipment	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-2: Noise and groundborne vibration construction activities whose specific location on the Project site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses.	Locate equipment away from sensitive receptors	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-3: Construction activities associated with the proposed Project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with	Construction scheduling monitoring use of impact tools	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
		compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used and external jackets on the tools themselves shall be used where feasible.					
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-4: The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.	Locate equipment away from sensitive receptors	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-5: The applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who shall be responsible for responding to any concerns regarding construction noise and vibration.	The liaison's telephone number(s) shall be prominently displayed at the project site. Signs shall also be posted at the project site that include permitted construction days and hours.	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-6: Construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's	Limit hours of construction operation	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XII. Noise	During construction, there is a potential of exposure to high noise levels.	Municipal Code). N-7: The operation of construction equipment that generates high levels of vibration, such as large bulldozers and loaded trucks, shall be prohibited within 45 feet of existing nearby residential structures during construction of the proposed Project. Instead, small bulldozers not exceeding 310 horsepower shall be used within this area during grading and excavation operations. The use of smaller bulldozers would result in vibration levels of 0.01 PPV at the residences located immediately to the east and west of the Project site, which would not exceed Caltrans' "barely perceptible" vibration criteria for transient vibration sources. N-8: Prior to the issuance of a certificate of occupancy, the Applicant shall ensure that all exterior windows associated with the proposed residential uses at the Project site shall be constructed to provide a sufficient amount of sound insulation to ensure that interior noise levels would be below an Ldn or CNEL of 45 dB in any room.	Locate equipment away from sensitive receptors Sound insulating windows	Applicant/ Contractor Applicant/ Contractor	City of Escondido City of Escondido	During Construction Prior to occupancy	Daily monitoring during project construction One-time review
XII. Noise	During occupancy						

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XVI. Transportation & Traffic	Decrease in service at the N. Ash Street / Lehnner Avenue intersection	T-1: N. Ash Street / Lehnner Avenue - The applicant shall improve this intersection prior to construction of the 40th unit within the Lehnner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehnner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).	Improvement of intersection.	Applicant	City of Escondido	Prior to construction of 40th unit	N/A
XVI. Transportation & Traffic	Decrease in service at the N. Ash Street / Vista Avenue intersection	T-2: N. Ash Street / Vista Avenue - The applicant shall improve this intersection with dedicated turn lanes on all approaches prior to construction of the 40th dwelling unit within the Lehnner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehnner Avenue and Stanley Avenue). School related signing and striping should be implemented at the intersection per the MUTCD. The developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction.	Improvement of intersection payment of fair share.	Applicant	City of Escondido	Prior to construction of 40th unit	N/A

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XVI. Transportation & Traffic	Increased traffic and construction scheduling	T-3: No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods	Schedule deliveries to not interfere with school traffic.	Applicant	City of Escondido	During construction	Daily
XVI. Transportation & Traffic	Pedestrian mobility	T-4: Provide a 4 foot wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue	Construct pedestrian path.	Applicant	City of Escondido	During construction	N/A
XVI. Transportation & Traffic	Increased traffic	T-5: Prior to the issuance of a building permit, the applicant shall deposit with the City a Fair Share Contribution for the construction of a traffic signal at the N. Ash Street/Vista Avenue intersection to the satisfaction of the City Engineer	Funding per Development Agreement.	Applicant	City of Escondido	Prior to issuance of building permits	N/A

INITIAL STUDY / ENVIRONMENTAL CHECKLIST

PROJECT TITLE

APN 224-142-13, 14 Residential Project, 16-lot Subdivision on Stanley Avenue

LEAD AGENCY

City of Escondido
201 North Broadway
Escondido, CA 92025

Prepared by:
VCS Environmental
30900 Rancho Viejo Road, Suite 100
San Juan Capistrano, CA 92675-1763

PROJECT CONTACT

Bill Martin
City of Escondido
Planning Division
Bmartin@escondido.org
(760) 839-4671

PROJECT LOCATION

The Project site is located at the northern limits of the City of Escondido, east of N. Ash Street and west of Conway Street. The site is bounded by Stanley Avenue to the north and Lehner Avenue to the south.

PROJECT PROPONENT

Mark Ferraro
Pacific Land Investors, LLC
111 Pacifica, Suite 130
Irvine, CA 92618

GENERAL PLAN / ZONING

City of Escondido R-1-10 zoning standards (Single-Family Residential – Suburban - 10,000 SF minimum lot size).

PROJECT DESCRIPTION

The project would construct 16 new single-family detached residences on an approximately 4.6-acre site with 2 existing single-family houses planned to be demolished. The project results in improvements to existing streets and the construction of a new street and two bioretention basins to manage storm water generated by the development. The project lies within the North Broadway Region of Influence, which has had critical infrastructure deficiencies with respect to streets, drainage and water storage and delivery. Per City Ordinance 94-16, should adequate facilities not be available within the region of influence, development projects are subject to the approval of a Development Agreement. The Agreement must ensure that the project either provides facilities necessary to upgrade existing deficiencies or financially participates toward their solution. The project proposes to contribute to improvements as required by the project's Development Agreement and Conditions of Approval, and the terms of the Development Agreement would allow the developer to proceed with construction in return for funding the upgrade of existing water, street and drainage infrastructure in the area. As described in the Development Agreement, compensation for these upgrades includes payment of a Community Benefit Fee of \$12,500 per dwelling unit for priority street and drainage improvements. The Development Agreement also requires that the applicant reimburse the owner of Tract 889 \$3,555 per dwelling unit for construction of the 12" water line along Stanley Avenue between Ash Street and Conway Drive. Regarding street infrastructure improvements, dedicated turn lanes will be constructed at the southbound, westbound and northbound approaches of the N. Ash Street / Lehner Avenue intersection and at all approaches of the N. Ash Street / Vista Avenue intersection. In addition, the project will contribute funds for the future construction of a traffic signal at the N. Ash Street / Vista Avenue intersection and construct a 4 foot wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue. This MND is intended to serve as the environmental clearance for the Development Agreement, Tentative Tract Map, and the development project. The project is expected to begin approximately August 2014 and will be completed by June 2015.

ENVIRONMENTAL SETTING

The project site contains two single-family residences and is bounded by Stanley Avenue to the north and Lehner Avenue to the south. Adjacent land uses consist of a partially vacant property with animal stables on the west, Large Lot Single Family Residential homes and vacant land to the north across Stanley Avenue, vacant land to the east, and Rincon Middle School to the South across Lehner Avenue. Primary access to the site is from Stanley Avenue and secondary access from Lehner Avenue. The project site consists of partially vacant land disturbed by historical agricultural use, two single-family residences and yards, and large plant storage area, which is used for growing and storing potted plants. Elevations on the site range from approximately 740 in the south to 802 feet in the north above mean sea level with topographic features including mild slopes. Vegetation includes non-native grasses on the northwest corner, mature trees and shrubs, a plant storage area, disturbed land, and developed areas.

REQUIRED AGENCY APPROVALS

- *Federal Agencies:* None
- *State Agencies:* None
- *City/County Agencies:* City of Escondido Development Agreement, Tentative Tract Map (TTM), City of Escondido Grading Permit
- *Financing Approval and Participation Agreements:* Community Benefit Fee/Infrastructure Deficiency Fee

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors, as marked below, would potentially be affected by this project.

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Land Use/Planning
<input type="checkbox"/> Agriculture and Forestry Resources	<input type="checkbox"/> Mineral Resources
<input type="checkbox"/> Air Quality	<input checked="" type="checkbox"/> Noise
<input checked="" type="checkbox"/> Biological Resources	<input type="checkbox"/> Population/Housing
<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Public Services
<input type="checkbox"/> Geology/Soils	<input type="checkbox"/> Recreation
<input type="checkbox"/> Greenhouse Gas Emissions	<input checked="" type="checkbox"/> Transportation/Traffic
<input type="checkbox"/> Hazards & Hazardous Materials	<input type="checkbox"/> Utilities/Service Systems
<input type="checkbox"/> Hydrology/Water Quality	<input checked="" type="checkbox"/> Mandatory Findings of Significance

DETERMINATION (TO BE COMPLETED BY THE LEAD AGENCY)

On the basis of this initial evaluation:

- I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- I find that the proposed project **MAY** have a “potentially significant impact” or “potentially significant unless mitigated” on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a “potentially significant impact” or “potentially significant unless mitigated.” An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, there **WILL NOT** be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

INITIAL STUDY CHECKLIST

I. Aesthetics

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I. Aesthetics Discussion
a) *Would the project have a substantial adverse effect on a scenic vista?*

No Impact. The site is not located on a ridgeline identified in the Community Open Space/Conservation Element of the General Plan. The nearest significant ridgelines are intermediate ridgelines located approximately 0.8 mile to the east and a skyline ridgeline over 2 miles to the east. These ridgelines are partially visible looking east from Stanley Avenue and Lehner Avenue adjacent the property. However, neither of these ridgeline views would be obstructed by the proposed project due to the location of the development and orientation of the views in relationship to the streets.

b) *Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

Less Than Significant Impact. There are no state scenic highways located near the project site and the site is not visible from a scenic highway. The site contains 30 mature trees and 4 protected oak trees that would be replaced on site. The project area contains no rock outcroppings or historic buildings.

c) *Would the project substantially degrade the existing visual character or quality of the site and its surroundings?*

Less Than Significant Impact. The existing development in the area is a mixture of single family residences and equestrian uses. As the City's General Plan becomes fully implemented, this area would be developed as a suburban residential neighborhood. The addition of 16 new single-family residences would not substantially alter the overall appearance or degrade the existing visual character of the area.

d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less Than Significant Impact. The project's design incorporates the use of varied setbacks and grade differences to ensure that potential light or glare would not impact the surrounding properties. The project will comply with the City's Outdoor Lighting Ordinance (Escondido Zoning Code Article 35), which will ensure potential impacts associated with glare or light will be minimized for the benefit of the neighbors and the astronomical research at Palomar Observatory. The use of shielded, outdoor light fixtures will reduce potential glare or light impacts to below significant levels. Therefore, no significant light or glare impacts will result from the proposed project.

Source(s): California Scenic Highway Mapping System (CA Department of Transportation, 2013); City of Escondido General Plan (City of Escondido, 2012); Field Investigation; Project Description.

II. Agricultural and Forest Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. – Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing agricultural zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

II. Agricultural and Forest Resources Discussion

a) *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

No Impact. The project site is identified as “Other Land” and surrounded by “Urban and Built-up Land”; it is not identified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance according to the Farmland Mapping and Monitoring Program.

b) *Would the project conflict with existing agriculture zoning for agricultural use, or a Williamson Act contract?*

No Impact. Former uses of the project site and surrounding lots included agricultural uses, such as orchards, grazing, and corralled animals. The property is not involved in a Williamson Act Contract or other agricultural land contract. The City of Escondido General Plan currently designates the zoning for the project area as suburban residential use. Therefore, the project would not conflict with existing agricultural zoning or a Williamson Act contract.

c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

No Impact. The project site is not zoned as forest land and contains neither timberland resources nor an association with timberland resources or timberland production.

d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. The project site contains neither forest land nor would it result in the conversion of forest land within the proposed development.

e) Would the project involve other changes in the existing environment, which due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

No Impact. The project site historically supported farmland uses, primarily orchards, from as early as 1939 to as late as 1990 (Petra, 2013). A portion of the site is currently used as a plant storage area to store ornamental shrubs and trees but there is no evidence of active farmland. Figure VII-6 of the General Plan identifies the site as an Agricultural Area, but it is not farmland. The site is currently zoned for suburban residential and is consistent with the City of Escondido's General Plan. The project site contains neither forest land nor would it result in the conversion of forest land within the proposed development.

Source(s): California Important Farmland Finder (California Department of Conservation, 2013); City of Escondido General Plan (City of Escondido, 2013); Field Investigation; Phase I Environmental Site Assessment (Petra, 2013); Project Description

III. Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. – Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

III. Air Quality Discussion

a) *Would the project conflict with or obstruct implementation of the applicable air quality plan?*

Less Than Significant Impact. A project-specific Air Quality and Greenhouse Gas Emissions Technical Report was prepared by ESA (April 2014) to analyze the project's potential impacts to air quality in the project area (Appendix B). Based on the air quality technical report for the project, proposed development of 16 single-family dwelling units on the approximately 4.6-acre Project site would be consistent with the "Suburban" land use category designated for the site under the City's previous (1990) and current (2012) General Plan. As such, implementation of the proposed Project would be in conformance with the City's General Plan, and thus, consistent with San Diego Association of Governments (SANDAG) and Regional Air Quality Strategy (RAQS) growth forecasts. Accordingly, the Project's emissions have been accounted for in the RAQS, which was created to bring the San Diego Air Basin (SDAB) into attainment for ozone. Additionally, as discussed below, the Project's construction and operational emissions would not exceed the City's established CEQA significance criteria for air quality in its Environmental Quality Regulations (EQR). Consequently, the Project would conform to the City's quality of life standards. Furthermore, the Project would be required to comply with all applicable rules and regulations established by the San Diego Air Pollution Control District (SDAPCD) during construction activities at the Project site (i.e., SDAPCD Rule 50 [Visible Emissions], Rule 51 [Nuisance], Rule 55 [Fugitive Dust], and Rule 67 [Architectural Coatings], etc.) Therefore, implementation of the proposed Project would not conflict with applicable air quality plans and this impact would be less than significant.

b) *Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?*

Less Than Significant Impact. Impacts to air quality standards could potentially result from construction and operation of the proposed project. A discussion for each phase is included below.

Construction: Construction activities associated with the proposed project would generate pollutant emissions from the following construction activities: (1) site demolition (2) site preparation, grading, and excavation; (3) construction workers traveling to and from project site; (4) delivery and hauling of construction supplies to, and debris from, the project site; (5) fuel combustion by onsite construction equipment; (6) building construction; application of architectural coatings; and paving. These construction activities would temporarily create emissions of dust, fumes, equipment exhaust, and other air contaminants. The amount of emissions generated on a daily basis would vary, depending on the intensity and types of construction activities occurring simultaneously at the time.

Table 2 summarizes the modeled worst-case daily emissions of criteria air pollutants and ozone precursors associated with the proposed project's construction activities. As shown in Table 2, the maximum daily construction emissions generated by the proposed project over the course of the construction schedule would not exceed any of the City's CEQA significance thresholds or the SDAPCD's recommended threshold levels. Thus, air quality impacts from construction are considered to be less than significant. In addition, as shown, the project's construction emissions would also not exceed the SDAPCD's recommended threshold levels.

TABLE 2: PROPOSED PROJECT REGIONAL CONSTRUCTION EMISSIONS (UNMITIGATED)

Construction Activities	Estimated Maximum Daily Emissions (lbs/day)					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Site Demolition						
Fugitive Dust Emissions	--	--	--	--	2.17	0.33
Off-Road Emissions	4.53	44.81	33.27	0.04	2.46	2.33
On-Road Emissions	0.34	3.93	3.66	0.01	0.35	0.14
Total Emissions	4.87	48.74	36.93	0.05	4.98	2.80
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No
Site Preparation						
Fugitive Dust Emissions	--	--	--	--	6.02	3.31
Off-Road Emissions	2.38	25.09	18.36	0.02	1.51	1.39
On-Road Emissions	0.05	0.06	0.55	0.00	0.08	0.02
Total Emissions	2.43	25.15	18.91	0.02	7.61	4.72
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No

Construction Activities	Estimated Maximum Daily Emissions (lbs/day)					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Grading						
Fugitive Dust Emissions	--	--	--	--	7.05	3.44
Off-Road Emissions	3.44	36.04	23.33	0.02	2.12	1.95
On-Road Emissions	0.06	0.07	0.71	0.00	0.11	0.03
Total Emissions	3.50	36.11	24.04	0.02	9.28	5.42
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No
Building Construction						
Off-Road Emissions	3.20	23.30	16.17	0.02	1.86	1.76
On-Road Emissions	0.06	0.30	0.67	0.00	0.07	0.02
Total Emissions	3.26	23.60	16.84	0.02	1.93	1.78
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No
Paving						
Off-Road Emissions	2.00	21.00	12.67	0.02	1.26	1.16
On-Road Emissions	0.09	0.11	1.10	0.00	0.17	0.04
<i>Subtotal Emissions</i>	<i>2.09</i>	<i>21.11</i>	<i>13.77</i>	<i>0.02</i>	<i>1.43</i>	<i>1.20</i>
Architectural Coatings						
Coatings	50.06	--	--	--	--	--
Off-Road Emissions	0.45	2.78	1.92	0.00	0.25	0.25
On-Road Emissions	0.00	0.01	0.05	0.00	0.01	0.00
<i>Subtotal Emissions</i>	<i>50.51</i>	<i>2.79</i>	<i>1.97</i>	<i>0.00</i>	<i>0.26</i>	<i>0.25</i>
Total Emissions	52.60	23.90	15.74	0.02	1.69	1.45
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No

Note: N/A = non-applicable

Operation: Implementation of the proposed project would result in long-term regional emissions of criteria air pollutants and ozone precursors associated with area sources, such as natural gas consumption, landscaping, applications of architectural coatings, and consumer products, in addition to operational mobile emissions. According to the traffic impact analysis prepared for the project, development of the 16 single-family residential dwelling units would result in 160 additional vehicle trips per day. Operations emissions associated with the proposed project were modeled using CalEEMod, where model defaults were adjusted to reflect project-

specific data, where available, including the size and type of the proposed land use. Modeled operations emissions are presented in Table 3 below.

TABLE 3: PROPOSED PROJECT OPERATIONAL EMISSIONS

Emissions Source	Estimated Emissions (lbs/day)					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Area Sources	0.94	0.02	1.35	0.00	0.03	0.03
Energy Sources	0.01	0.11	0.05	0.00	0.01	0.01
Mobile Sources	0.81	1.90	8.46	0.02	1.04	0.30
Total Emissions	1.76	2.03	9.86	0.02	1.08	0.34
<i>City CEQA Significance Threshold</i>	<i>55</i>	<i>250</i>	<i>550</i>	<i>250</i>	<i>100</i>	<i>55</i>
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	<i>75</i>	<i>250</i>	<i>550</i>	<i>250</i>	<i>100</i>	<i>55</i>
Exceed SDAPCD Threshold?	No	No	No	No	No	No

As shown in Table 3, implementation of the proposed project would result in long-term regional emissions of criteria air pollutants and ozone precursors that are below the City's CEQA significance thresholds. Therefore, the project's operational emissions would not result in or substantially contribute to emissions concentrations that exceed the National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) and no mitigation would be required. Additionally, the project's operational emissions would also not exceed the SDAPCD's recommended threshold levels.

c) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

Less Than Significant Impact. A cumulative impact arises when two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. Cumulative impacts can result from individually minor but collectively significant impacts, meaning that the project's incremental effects must be viewed in connection with the effects of past, current, and probable future projects.

The generation of daily construction and operational emissions associated with cumulative development could result in a cumulative significant impact associated with the cumulative net increase of ozone, PM₁₀ and PM_{2.5} for which the region is in non-attainment. The proposed project would be consistent with the RAQS, which is intended to bring the SDAB into attainment for all criteria pollutants. In addition the daily emissions generated during construction and operation by the project would not exceed the City's CEQA significance thresholds that have been established as quality of life standards. Therefore, the project's contribution to cumulative air quality impacts would be less than significant.

d) Would the project expose sensitive receptors to substantial pollutant concentrations?

Less Than Significant Impact. The closest sensitive receptors are a single-family residence across Stanley Avenue to the North (approximately 190 feet from the project site to the residence building) and Rincon Middle School across Lehner Avenue to the south (approximately 125 feet from the project site to the nearest school building). According to the project's air quality technical report, construction and operation of the proposed project could potentially expose

sensitive receptors located within and adjacent to the project site to Carbon Monoxide (CO) hotspots and concentrations of toxic air contaminants (TACs) from onsite sources during project construction as well as TACs from operational sources.

Carbon Monoxide Hotspots: CO concentration is a direct function of motor vehicle activity (e.g., idling time and traffic flow conditions); particularly during peak commute hours and certain meteorological conditions. Under specific meteorological conditions (e.g., stable conditions that result in poor dispersion), CO concentrations may reach unhealthy levels with respect to local sensitive land uses such as residential areas, schools, and hospitals. The project would increase the amount of vehicular traffic on existing roads by 160 average daily vehicle trips, with the potential of lowering the Level of Service (LOS) on those roads, and therefore increasing CO concentrations associated with increased vehicle activity.

Of the five study intersections analyzed in the traffic impact analysis for the proposed project, one is signalized, one is a one-way stop controlled (OWSC) intersection, and the remaining are all all-way stop controlled (AWSC) intersections. The proposed project's traffic impact analysis indicates that the one signalized intersection (N. Broadway and Vista Avenue) would continue to operate at an acceptable LOS with the addition of the proposed project. In addition, all the other intersections would continue to operate at their existing/acceptable LOS levels with the addition of the project once all mitigation related to transportation and traffic is implemented. As such, because the addition of 160 average daily vehicle trips by the project would not adversely affect the existing traffic conditions in the project area, impacts associated with CO hotspots would be less than significant and no mitigation is required.

Concentrations of Toxic Air Contaminants: Project construction would result in short-term emissions of diesel Particulate Matter (PM), which is a TAC. The exhaust of off-road heavy-duty diesel equipment would emit diesel PM during site preparation (e.g., excavation, grading, and clearing); paving; installation of utilities, materials transport and handling; building construction; and other miscellaneous activities. SDAPCD has not adopted a methodology for analyzing such impacts and has not recommended that health risk assessments be completed for construction-related emissions of TACs. However, because off-road heavy-duty diesel equipment would be used only temporarily, project construction would not substantially expose sensitive receptors to substantial emissions of TACs.

As the proposed project would involve the development of single-family residential uses at the project site, project operation would not introduce any new stationary sources of TACs, such as diesel-fueled backup generators that are more commonly associated with large commercial and industrial uses. In addition, the project is sited 1.2 miles away from the nearest freeway, well over the 500-foot threshold set by CARB to avoid exposure of resident to TACs. Based on the criteria in the California Air Resources Board (CARB) guidance document, it can be ascertained that the proposed project would not have the potential to expose sensitive receptors to TACs from mobile sources to an extent that health risks could result.

e) Would the project create objectionable odors affecting a substantial number of people?

No Impact. Residential developments do not include any uses that have been identified as being associated with odors such as dairy operations or chemical plants. Thus, the proposed project is not expected to result in objectionable odors for future residents or for the neighboring uses.

During construction of the proposed project, exhaust from equipment and activities associated with the application of architectural coatings and other interior and exterior finishes may produce discernible odors typical of most construction sites. Such odors would be a minor, temporary source of nuisance to adjacent uses, and would not affect a substantial number of people. As odors associated with project construction would be temporary and intermittent in nature, and would likely appreciably disperse onsite, the odors would have no impact.

Source(s): Air Quality and Greenhouse Gas Emissions Technical Report (ESA, 2014); Project Description

IV. Biological Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on biological resources involved within a jurisdictional water feature as defined by federal, state or local regulations (e.g., Section 404 of the Clean Water Act, Section 401 of the Clean Water Act, Section 1602 of California Fish and Game Code, Porter-Cologne Water Quality Control Act, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

IV. Biological Resources Discussion

A project-specific Habitat Assessment and Tree Survey were performed by VCS Environmental (April, 2014) to analyze the project's potential impacts to the site's existing biological resources (Appendix C). The study area (comprised of the project site and temporary construction access) is largely rural/developed property and supports an ornamental plant storage area. In addition there is a small portion of the site consisting of NNG. Ornamental and native tree species are scattered throughout the property with a dense canopy existing around the residential structures. The study area consists of 2.14 acres of rural/developed land cover, 1.57 acres of agricultural/developed – plant storage area land cover, 0.56 acre of annual NNG habitat, 0.10 acre of non-native vegetation, and 0.41 acre of disturbed habitat. The off-site intersection improvements associated with this project would occur in previously-disturbed areas, would not impact threatened or endangered habitats, and would not conflict with existing laws, regulations, policies, or ordinances.

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local

or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?

Less Than Significant with Mitigation. The project would not directly adversely affect candidate, sensitive or special status species (Habitat Assessment and Tree Survey, 2014). No California Natural Diversity Database (CNDDDB) occurrences were found on the project site. The nearest CNDDDB record, the coastal California gnatcatcher (*Polioptila californica californica*) [CAGN], occurs approximately 0.9 mile northwest of the project site and was observed in 2000. No critical habitat was identified on the project site. The nearest critical habitat is located approximately 0.7 mile to the northwest and northeast of the project site for the CAGN. No coastal sage scrub (CSS) or riparian habitat exists on the project site. No CAGN were observed during the field survey.

Construction noise could indirectly impact nesting or foraging raptors and other nesting birds, however, there was no evidence of use of the trees as nesting or resting sites for raptors during the field investigation. If construction activities, including vegetation removal, cannot be avoided between January 1 and September 1, a qualified biologist will survey the project site for raptor or other nesting birds prior to project activities to reduce this potentially significant impact to below significance. See Mitigation Measures BIO-2 and BIO-3.

The site is located in the Northwestern Habitat Area (NHA), which is described in the Multiple Habitat Conservation Program (MHCP) as dominated by Coastal Sage Scrub (CSS) and chaparral. No CSS or chaparral is found on the subject property. The NHA is made up of privately owned parcels and is constrained by urban development to the south and agriculture lands to the north and west. The North County Multiple Species Conservation Plan (MSCP) subarea is north of this habitat area. The project is located in an area that is largely developed, and no indirect impacts due to edge effects (e.g., habitat fragmentation, lighting, noise, urban runoff) would be expected to occur.

The project would result in the loss of approximately 0.56 acres of non-native grassland (NNG). NNG supports small burrowing rodents, which in turn are part of the food supply for the local raptor population. The City uses the Escondido Draft Subarea Plan to implement the approved MHCP within City limits. The City's draft Subarea Plan requires impacts to NNG to be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank. Therefore, the applicant will purchase 0.28 credits from the Daley Ranch Bank or other approved mitigation bank to reduce this potentially significant impact to below significance. See Mitigation Measure BIO-5.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?

Less Than Significant Impact. The property shows no evidence of surface water or surface flows that would be associated with riparian habitat or be considered jurisdictional riparian habitat by any plan, policy, regulation or regulatory agency. No critical habitat or other sensitive natural community was identified on site. Therefore, the modification of existing on-site disturbed habitat would be less than significant. See also, Response IV.a.

c) Would the project have a substantial adverse effect on biological resources involved within a jurisdictional water feature as defined by federal, state or local regulations (e.g., Section 404 of the Clean Water Act, Section 401 of the Clean Water Act, Section 1602 of California Fish and Game Code, Porter-Cologne Water Quality Control Act, etc.) through direct removal, filing, hydrological interruption, or other means?

No Impact. No evidence of surface water was observed on the property during the Habitat Assessment survey. At Lehner Avenue, the topographic low-point of the property, there was no evidence of flow observed alongside the road. English plantain (*Plantago lanceolata*), with a facultative indicator of FAC-U, occurred scattered along the roadside. A catch basin is located along Lehner Avenue, receiving water from areas east and south of the property. No flowing water or ponding was observed. The results of the assessment indicate that there are no jurisdictional waters onsite and therefore the project would not affect biological resources associated with a jurisdictional water.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less Than Significant Impact. The project site consists of rural/developed land, agricultural/developed – plant storage area, NNG, non-native vegetation, and disturbed habitat that contain no waters capable of supporting migratory fish. The site is neither part of a migratory wildlife corridor nor would development of the project impede a migratory wildlife corridor.

The project would result in the loss of approximately 0.56 acre of annual NNG habitat, 0.10 acre of non-native vegetation, and 0.41 acre of disturbed habitat. NNG supports small burrowing rodents, which in turn are part of the food supply for the local raptor population. The NNG on the site has experienced on-going impacts from vehicle access and is not high-quality raptor foraging habitat. Loss of 0.56 acre of NNG will be offset by the purchase of 0.28 credits from the Daley Ranch Mitigation Bank as required by Mitigation Measure BIO-5.

A total of 30 mature and 4 protected trees would be removed. This will result in a less than significant impact because the trees will be replaced at ratios consistent with the City Municipal Code (Section 33-1069) and as required by Mitigation Measure BIO-1.

The site supports potential raptor nesting habitat. The project could result in significant impacts to raptors if an active nest was abandoned or destroyed during project implementation. With the implementation of Mitigation Measures BIO-2 and BIO-3, this potential impact would be reduced to below significance.

Potential impacts to water quality (erosion, siltation, and turbidity) are substantially reduced by the implementation of BMPs associated with the Storm Water Pollution Prevention Plan (SWPPP) and compliance with the National Pollutant Discharge Elimination System (NPDES). See Mitigation Measure BIO-4.

e) Would the project conflict with any local policies or ordinance protecting biological resources, such as a tree preservation policy or ordinance?

Less Than Significant With Mitigation. A total of 58 trees with a dbh greater than or equal to 4 inches were observed on the project site. Thirty of these trees are considered “mature” pursuant to the City of Escondido, and 4 Coast Live Oak trees are considered “protected” (Zoning Code Section 33-1052). For compliance with the City’s tree preservation requirements and to reduce impacts to a level below significance, the 30 removed mature trees would be replaced at a 1:1 ratio with a minimum size of a 24-inch box, and the 4 protected Coast Live Oak trees would be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069). See Mitigation Measure BIO-1.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Less Than Significant Impact. The City of Escondido General Plan and the Escondido Subarea Multiple Habitat Conservation Plan (MHCP), a component of the San Diego County Multiple Species Conservation Plan (MSCP), were consulted as part of the Habitat Assessment and Tree Inventory Survey performed for the project. The property is located within the boundaries of the MHCP. The project impacts would not be in conflict with adopted provisions of this applicable plan.

Source(s): City of Escondido General Plan (City of Escondido, 2013); City of Escondido Municipal Code (City of Escondido, 2013); Field Investigation; Habitat Assessment and Tree Survey (VCS Environmental, 2014); Project Description

Biological Resources Avoidance, Minimization, and Mitigation. The following mitigation measure would be implemented to minimize potential impacts:

BIO-1: Impacts to 30 mature trees shall be mitigated by replacement of 30 mature trees at a one-to-one (1:1) ratio with a minimum size of a 24-inch box, and the 4 protected trees shall be replaced at a 2:1 ratio with a minimum size of a 24-inch box for a total of 38 replacement trees.

BIO-2: A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the project site if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.

BIO-3: If project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist will survey potential nesting vegetation within the project site for nesting birds, prior to commencing any project activity. Surveys will be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings will be submitted to the City for review and concurrence prior to conducting project activities. If no nesting birds were observed and concurrence was received, project activities may begin. If an active bird nest is located, the nest site will be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area will not be disturbed until after September 15 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no

work will occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.

BIO-4: To address potential impacts to water quality that may affect offsite wildlife species, a construction SWPPP shall be developed to minimize erosion and identify specific pollution prevention measures that will eliminate or control potential point and nonpoint pollution sources on-site during and following the project's construction phase. The SWPPP shall meet the requirements of the Construction General Permit and shall identify potential pollutant sources associated with construction activities; identify non-storm water discharges; develop a water quality monitoring and sampling plan; and identify, implement, and maintain best management practices (BMPs) to reduce or eliminate pollutants associated with the construction site.

BIO-5: To compensate for the loss of 0.56 acres of NNG, the applicant shall purchase 0.28 mitigation credits from the Daley Ranch Bank or other approved mitigation bank.

V. Cultural Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

V. Cultural Resources Discussion

a) *Would the project cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?*

No Impact. A project-specific Cultural and Paleontological Resources Assessment (October 18, 2013) was conducted of the project site by Duke CRM to assess the project's potential impacts to existing cultural resources. Information from the South Coastal Information Center (SCIC) indicated that 23 previous cultural resources investigations have been conducted within ½ mile of the project and that one study included the current project boundaries (Kyle 2006). The SCIC identified seven previously recorded cultural resources within ½ mile of the project, as described below.

- CA-SDI-1050, the closest of these resources, is a Pauma Complex site with scattered chipping waste and 5 manos, but no midden, approximately 300 feet from the northeast corner of the project, on the top of the hill across Stanley Avenue. The site was originally recorded by Del True in 1962. In addition to noting the lack of a midden deposit he recommended that no recheck or further work was necessary. This site has been destroyed.
- CA-SDI-1049, a lightly scattered temporary campsite with a sub-surface component.
- CA-SDI-1057, a San Luis Rey I-II village, with possible Pauma Complex materials added.
- CA-SDI-1058, a Pauma Complex village with no midden.
- CA-SDI-1245, a milling station with a midden, remains of an adobe house, and another historic house; and
- CA-SDI-15357, a large bedrock outcrop with milling features.

None of these resources were previously recorded in the study area. In 2006, Kyle surveyed three parcels to the east of the current parcel, between the current parcel and Conway Drive, and did not identify any cultural resources on the current project site. The Kyle report recommended that no additional work be conducted on the project site.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

No Impact. The site-specific cultural resources assessment conducted on the proposed project area indicated a low to moderate sensitivity for cultural resources and a low sensitivity for paleontological resources at the site. The water conveyance elements still present on the project site are typical of agricultural activities of the pre-World War II period and later. Due to their ubiquitous nature and the fact that they were used well into the modern era they are not of historic significance. No known cultural resources will be impacted. Therefore, no recommendations are made for further investigation on the subject property. While no cultural resources are expected to be discovered during construction based on the field survey and research, a qualified archaeologist would be available for consultation should cultural resources be discovered during the construction phase of the project to assess the nature and significance of the find.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

No Impact. Published geological maps (Kennedy and Tan 2005) describe the underlying geology as Mesozoic-age metamorphic rocks. Site records housed in the Department of Paleontology at the San Diego Natural History Museum indicate that no fossil localities occur within the vicinity of the project site, and the nearest fossil locality is approximately 10 miles to the west. The paucity of fossil localities is mostly due to the abundance of Mesozoic-age igneous and metamorphic rocks in the vicinity of the project. These rock types have very little paleontological sensitivity because the high temperatures and/or pressures at which they are formed are not conducive to fossil preservation.

d) Would the project disturb any human remains, including those interred outside of formal cemeteries?

No Impact. No human remains are known to exist on-site and therefore no impacts are expected to occur. However, as a BMP, all requirements and protocols would be followed should human remains be discovered during ground disturbance. To comply with State Health and Safety Code Section 7050.5, if human remains are encountered, the County Coroner must be notified of the find immediately. No further disturbance would occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

Source(s): Draft Cultural and Paleontological Resources Assessment (Duke CRM, 2013); Field Investigation; Project Description

VI. Geology and Soils

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a Known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994 or most current edition), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VI. Geology and Soils Discussion

a) Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No Impact. A project-specific Geotechnical Study was performed by Petra (November 18, 2013) to analyze the project's potential impacts to geology and soils (Appendix E). The nearest active fault is the Elsinore fault zone, located approximately 12± to 14± miles northeast of the site. Furthermore, according to the geotechnical report completed for the project, the site does not

lie within the boundaries of an “Earthquake Fault Zone” as defined by the State of California in the Alquist-Priolo Earthquake Fault Zoning Act.

ii) Strong seismic ground shaking?

No Impact. The geotechnical report indicates that the project is neither located in an Earthquake Fault Zone nor does the site contain soils or other geological conditions that would result in strong seismic ground shaking.

iii) Seismic-related ground failure, including liquefaction?

No Impact. The General Plan Figure VI-9 indicates that the site is located in a Liquefaction Hazard Area. However, according to the Geotechnical Studies the property would not be susceptible to earthquake-induced soil liquefaction and landsliding based on the Seismic Hazard Zones map established by the California Division of Mines and Geology (CDMG). In addition, given the composition of soils and dense bedrock materials, the possibility of earthquake induced soil liquefaction, which requires loose granular soils, is considered very unlikely. Because the topography of the area contains only gradual slopes, the possibility of an earthquake induced landslide is also negligible.

iv) Landslides?

No Impact. See answer a.iii) above.

b) Would the project result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. Because the project site is located on existing gradual slopes, the potential for erosion does exist without proper design considerations and project implementation measures aimed to eliminate erosion problems. The measures recommended in the Standard Grading Specifications of the project’s 2013 Geotechnical Study would be implemented to eliminate the possibility of substantial soil erosion and loss of topsoil. They include measures for Best Management Practices (BMPs) during project construction activities and measures for landscaping to control erosion during project operation. With implementation of these Standard Grading Specifications including the BMPs, potential impacts would be less than significant.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in, on or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?

No Impact. Based on conclusions drawn from the project’s geotechnical studies and in consideration of the proposed grading plans and planned development, the site contains stable geological characteristics and soils that would support the project. The project would follow recommendations for site preparation and grading included in the 2013 geotechnical report (or equivalent), which would ensure none of these issues would occur on or offsite. Loose topsoil would be excavated and appropriate fill materials compacted consistent with the grading plans. Furthermore, the project would be required to comply with the California Building Code and City of Escondido building requirements.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks of life or property?

Less Than Significant Impact. The results of the geotechnical studies for the project indicate that the majority of near surface soils are collapsible and are essentially non-expansive; the loose natural soil encountered in the upper 2 to 3 feet, in some areas, is susceptible to collapse upon the introduction of water and/or additional loads. These surficial soils have a variable expansion potential that ranges from very low to moderate. Recommendations for treatment of expansive soil described in the geotechnical studies (or equivalent) would be implemented in order to eliminate the potential impacts to people and property. These include either the strategic placement of soils at a safe distance from proposed structures and/or the blending and re-compacting of expansive soil with non-expansive soil. Loose soils would be removed near the surface and appropriate fill would be placed where needed for structural integrity. In addition, footings and slabs would be constructed consistent with procedures of the California Building Code applicable to expansive soils. These measures would ensure impacts are less than significant.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. The proposed project would have access to existing City wastewater infrastructure from Lehner Avenue and would not require the use of septic tanks or alternative wastewater disposal systems.

Source(s): City of Escondido General Plan (City of Escondido, 2013); Geotechnical Study (Petra, 2013); Geotechnical Study (American Geotechnical, Inc., 2004); Field Investigation; Preliminary Soils Investigation (CEI, 2004); Project Description

VII. Greenhouse Gas Emissions

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VII. Greenhouse Gas Emissions Discussion

A project-specific Air Quality and Greenhouse Gas Emissions Technical Report was prepared by ESA (April 2014) to analyze the project's potential impacts to air quality in the area (Appendix B). The proposed project would generate Greenhouse Gas (GHG) emissions from a variety of sources. First, GHG emissions would be generated during construction of the project. Once fully operational, the project's operations would generate GHG emissions from both area sources and mobile sources. Indirect source emissions associated with the proposed residential uses include electrical consumption, water and wastewater usage (transportation), and solid waste disposal. Mobile (direct) sources of air pollutants associated with the proposed project would consist of motor vehicles trips generated by residents and visitors.

Based on a review of Appendix B of the City of Escondido Greenhouse Gas Emissions Adopted CEQA Thresholds and Screening Tables document, it would generally require up to 86 single-family residential dwelling units in order to generate the City's threshold level of 2,500 MT CO₂^e per year. Given that the proposed Project would only consist of the development of 16 single-family residential units, it is concluded that the GHG emissions generated by the Project would not exceed 2,500 MT CO₂e per year. Thus, the GHG emissions attributable to the Project would be less than significant.

Nonetheless, pursuant to full disclosure under CEQA, the estimated construction and operational GHG emissions associated with the Project have been quantified as part of this analysis to further confirm that the total annual emissions of the Project would not exceed 2,500 MT CO₂^e per year (ESA, 2014).

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less Than Significant Impact. The proposed project consists of the construction of 16 single family residential dwelling units at an approximately 4.6-acre project site. The project's construction GHG emissions were estimated using the same assumptions and methodology as the air quality analysis and are shown in Table 4. As shown in Table 4, the total GHG emissions that are anticipated from construction of the proposed project would be approximately 155 MT CO₂^e.

During operations, area and indirect emissions sources associated with the proposed project would primarily result from electricity and natural gas consumption, water and wastewater transport (the energy used to pump water and wastewater to and from the project site, respectively), and solid waste generation. GHG emissions from electricity consumed onsite by the proposed project would be generated offsite by fuel combustion at the electricity provider. GHG emissions from water and wastewater transport are also indirect emissions resulting from the energy required to transport water from its source, and the energy required to treat wastewater and transport it to its treated discharge point. In addition, the residential uses at the project site would also generate mobile source emissions from motor vehicle trips generated by residents and visitors. The various operational GHG emissions associated with the proposed project are shown in Table 4. Overall, the proposed project's total annual GHG emissions resulting from construction and operational activities would be 454 MT CO₂^e per year.

TABLE 4: ESTIMATED PROJECT CONSTRUCTION AND OPERATIONS-RELATED GHG EMISSIONS

Emission Source	Proposed Project Emissions CO ₂ e (MT/yr)
Construction	
Total	155
Construction (Amortized over 30 years)	5
Operations	
Mobile Sources	208
Electricity Consumption	37
Natural Gas Consumption	24
Water Consumption	8
Solid Waste	9
Area Source	13
Subtotal	299
TOTAL ANNUAL PROJECT EMISSIONS	454^a
City Screening Threshold	2,500
Significant Impact?	No

NOTES: CO₂e= carbon dioxide equivalent; MT/yr = metric tons per year; see Appendix A for CalEEMod model outputs.

^a The total project annual GHG emissions include both construction and operational emissions. It should be noted that construction emissions would only be temporary and would only occur in 2014 when the project is being constructed. After 2014, only the project's operational GHG emissions would be generated.

As shown in Table 4, the Project's construction and operational GHG emissions, which would occur together in 2014 only, would not exceed the 2,500 MT of CO₂^e per year. Thus, the proposed Project would not result in the generation of substantial levels of GHG emissions and would not result in emissions that would adversely affect the statewide attainment of GHG emission reduction goals of AB 32. This impact would be less than significant.

b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

No Impact. As discussed above, the GHG emissions generated by the proposed project would not exceed the City's 2,500 MT of CO₂^e per year screening threshold. As the 2,500 MT of CO₂^e per year threshold has been developed as part of the E-CAP development review process, the



project would not interfere with implementation of the E-CAP. Consequently, the implementation of the proposed project would not hinder the ability of the State to achieve AB 32's goal of achieving 1990 levels of GHG emissions by 2020. In addition, once the energy and water consumption reductions from compliance with the mandatory requirements of CALGreen are accounted for, the GHG emissions associated with the proposed project would be even lower.

Consistency with CARB Scoping Plan: Out of the Recommended Actions contained in CARB's Scoping Plan, the actions that are most applicable to the project would be Actions E-1 and GB-1. CARB Scoping Plan Action E-1, together with Action GB-1 (Green Building), aims to reduce electricity demand by increased efficiency of Utility Energy Programs and adoption of more stringent building and appliance standards. The proposed project would be required to include all mandatory green building measures for new residential developments under the CALGreen Code. Therefore, the proposed project would be consistent with the Scoping Plan measures through incorporation of stricter building and appliance standards.

Consistency with City of Escondido Climate Action Plan: As discussed previously, the E-CAP serves as an implementation tool of the City General Plan to guide development in the City to meet the objectives of conserving resources and reducing GHG emissions. Following the State's adopted AB 32 GHG reduction target, the E-CAP sets a goal to reduce its GHG emissions back to 1990 levels by the year 2020. This target was calculated as a 15 percent decrease from 2005 levels, as recommended in the AB 32 Scoping Plan. In order to reduce its GHG emissions by 15 percent from 2005 levels by 2020, the City estimated the community-wide emissions for the year 2020, based on population and housing growth projections associated with the assumptions used in the City's General Plan Update, which was completed in 2012. Through this forecast, the City was able to determine the amount of GHG emissions that would need to be reduced in order for the City to reach its reduction target by 2020. Thus, because development of the proposed project would be consistent with the residential land use designation for the project site identified in the City's General Plan Land Use and Community Form Element, the GHG emissions associated with the project would have already been accounted for in the City's future emissions forecast. As such, implementation of the proposed project would be consistent with the E-CAP. Additionally, because the GHG emissions generated by the proposed project would not exceed the 2,500 MT of CO₂^e per year threshold established in the E-CAP, the project would not hinder the City's ability to reduce its GHG emissions in accordance with AB 32 requirements. Therefore, implementation of the proposed project would not adversely affect the statewide attainment of GHG emission reduction goals of AB 32.

Source(s): Air Quality and Greenhouse Gas Emissions Technical Report (ESA, 2014); Project Description

VIII. Hazards and Hazardous Materials

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

VIII. Hazards and Hazardous Materials Discussion

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less Than Significant Impact. A project-specific Phase I Environmental Site Assessment was prepared by Petra (November 22, 2013) to analyze the project's potential impacts to Hazards and Hazardous Materials (Appendix F). The proposed project would include the development of 16 new single-family homes and includes neither industrial elements nor association with the storage, handling, or transportation of hazardous materials. With the exception of occasional refueling during the project construction phase only, no hazardous materials will be onsite. All construction related refueling will be conducted in accordance with BMPs and take place in a designated, protected area of the project site. The improved off-site intersections would not result in increased use of the roadways by trucks carrying hazardous materials.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant Impact. The proposed project would include the development of 16 new single-family homes and upon project completion no significant hazards or releases of hazardous materials would be expected of this land use. The project would have the potential of accidental fuel and/or chemical spills during the grading and construction phases. The contractor would be required to implement BMPs to reduce impacts of a potential spill, such as implementing a Spill Prevention, Control, and Countermeasures (SPCC) Plan and maintaining at the job site the applicable equipment and material designated in the SPCC Plan. With these BMPs, potential impacts would be less than significant.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less than Significant Impact. The project is located within one-quarter mile of Rincon Middle School. According to the hazardous materials report, Phase I Environmental Site Assessment (Petra, 2013), because the project site has a historical land use of agriculture and maintains a present-day plant storage area, there is a potential that pesticides and herbicides persistent in the environment were applied and residual concentrations may remain in soil and drainages on the site. According to County of San Diego guidelines, soils contaminated with pesticides and herbicides associated with historic agricultural use are not regulated as hazardous materials unless those materials are planned for offsite export (2007). Because no grading materials are currently planned for export, the potential for exposure of residual concentrations of pesticides and herbicides to the nearby Rincon Middle School is less than significant. In addition, BMPs will be utilized and current regulations will be followed for the handling and processing of hazardous materials related to asbestos, lead-based paint, septic tanks and other utilities should they be found on site during demolition or construction. The removal of trash and debris will also be observed in accordance with current regulations.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. The project is not located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

No Impact. The project site is not located within an airport land use plan and is located outside the sphere of influence for the McClellan-Palomar Airport, which is the nearest public airport.

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

No Impact. The project is not located within the vicinity of a private airstrip. The nearest private airstrip is located approximately 4.65 miles to the northeast at Lake Wohlford Resort.

g) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. The project has access to and would neither alter nor impede existing evacuation routes shown in the General Plan Figure VI-1. Implementation of the emergency response plan includes such precautions as avoiding construction in high-risk areas, proper landscaping in fire prone areas, and designing development to withstand earthquakes and flooding.

h) Would the project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Less Than Significant Impact. The project site is not located in a wildlands area and is not adjacent to a wildlands area with a Very High Fire Hazard Zone Rating. The nearest wildlands area is approximately 0.25 mile to the east.

Source(s): City of Escondido General Plan (City of Escondido, 2013); County of San Diego Guidelines for Determining Significance, Hazardous Materials and Existing Contamination (County of San Diego, 2007); Geotracker (California State Water Resources Control Board, 2013); Field Investigation; Phase I Environmental Site Assessment (Petra, 2013); Project Description

IX. Hydrology and Water Quality

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Violate or conflict with any adopted water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of a watercourse or wetland, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on Federal Flood Hazard boundary of Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place structures or fill within a 100-year flood hazard area, which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IX. Hydrology and Water Quality Discussion

A project-specific Water Quality Technical Report was prepared by BHA (November 5, 2013) to analyze the project's potential impacts to Hydrology and Water Quality (Appendix J). Existing conditions at the site consist of a cluster of buildings and homes on the northern portion of the properties and a plant storage area along Lehner Avenue to the south. The site is moderately sloped with low vegetation and areas cleared for agriculture. Ground water was not found onsite. The predominant soil type existing onsite is Type B, which provides an opportunity for infiltration of storm water runoff into the native soils. The runoff from the properties to the north is collected along Stanley Avenue and carried past the

project site in rural side-road ditches. The adjacent parcel to the southwest has an approved Tentative Map with the City of Escondido, TM 889, which is shown on the Water Quality Report Exhibit for this project. To the northwest, future construction on Tract No. SUB 13-003 would prevent any future runoff from that development from crossing into the property. The site has currently less than 5 percent impervious surface.

In the post-project condition, the site entrance along Stanley Avenue will collect a small amount of surface runoff from Stanley Avenue, where a proposed road widening and sidewalk area will be constructed. A minor increase in impervious surface will be attributed to the street improvements (approximately 5,000 square feet), which will not require additional water quality facilities. Surface runoff generated by the new development will be captured on the street and conveyed to a pair of curb inlets, one on each side of the proposed street, before flowing into the cul-de-sac. These curb inlets will be connected via parallel storm drains to another pair of curb inlets at the back of the cul-de-sac, which will drain to two bioretention basins located in the back of the development. These basins will provide treatment and detention of the storm water per City of Escondido Standard Urban Storm Water Mitigation Plan (SUSMP) requirements, and will outlet to an existing 66-inch storm drain below Lehner Avenue. All 4.6 acres are to be disturbed. The site will have approximately 48.5 percent impervious surface post-development.

a) *Would the project violate or conflict with any adopted water quality standards or waste discharge requirements?*

Less Than Significant Impact. Project construction would be required to comply with the San Diego Municipal Storm Water Permit (Order No. 2001-01, NPDES), and with the project-specific Storm Water Pollution Prevention Plan (SWPPP). The SWPPP will be developed to minimize erosion and will identify specific pollution prevention measures that will eliminate or control potential point and nonpoint pollution sources on-site during the project's construction phase. The SWPPP shall meet the requirements of the NPDES and will identify potential pollutant sources associated with construction activities, identify non-storm water discharges, develop a water quality monitoring and sampling plan, and identify, implement, and maintain BMPs to reduce or eliminate pollutants associated with the construction site.

Based on the City of Escondido SUSMP and Hydromodification Plan (HMP), this project has been determined to be a Priority Development Project and subject to hydromodification controls. The Water Quality Technical Report (Appendix J) identifies the 2 bioretention basins as the post-construction BMP to address water quality impacts. The bioretention system is essentially a surface and sub-surface water filtration system that incorporates both plants and underlying filter soils for removal of contaminants. The bioretention system is effective in removing sediments and attached pollutants and in delaying runoff peaks by providing retention capacity and reducing flow velocities. The WQTR also provides specific design and maintenance information for the bioretention system.

Minor intersection improvements would result in widening of the road to include dedicated turn lanes (TIA, Appendix G). The project would thus incrementally increase the amount of surface runoff as a result of additional pavement; however the existing road drainage facilities are adequate to provide conveyance of increased storm water flows. In addition, the project will contribute to new off-site drainage improvements through payment of a Community Benefit

Fee/Infrastructure Deficiency Fee. Consequently, potential impacts would be less than significant.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

No Impact. The project would not deplete groundwater supplies and would not interfere with groundwater recharge by building additional wells or by altering a stream, wetland, or existing groundwater recharge facility.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of a watercourse or wetland, in a manner which would result in substantial erosion or siltation on- or off-site?

Less Than Significant Impact. No watercourse or wetland is present on the site or off-site near the project. The proposed development would not alter the existing drainage pattern of the site however the surface sheet flow would be collected in the bio retention basins. The moderate slope of the site helps provide natural drainage of the site without additional grading. In addition, the two bioretention basins to be constructed and maintained on the south end of the site would ensure no substantial erosion or siltation would occur and would bring potential impacts below significance.

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Less Than Significant Impact. The conversion of approximately half of the site to impervious surface would result in a greater volume of surface flow. Based on the project-specific Water Quality Technical Report (WQTR), the project has been designed to collect and treat the runoff generated by the project and would avoid on-and off-site flooding while maintaining acceptable velocities of stormwater flows leaving the site (Appendix J). Two bioretention basins would be constructed and maintained on the south end of the site to treat and retain runoff before it is discharged into the storm water system in Lehner Avenue. As described in the project's Development Agreement, the City has noted current capacity for these anticipated flows and for flood control is adequate. In addition, the project will also contribute to off-site drainage improvements through payment of a Community Benefit Fee/ Infrastructure Deficiency Fee, which is also identified in the project's Development Agreement. Based on project design, existing capacity, and the project's contribution to off-site drainage improvements, potential impacts would be reduced to less than significant.

e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less Than Significant Impact. The project would be expected to incrementally increase the amount of surface runoff as a result of additional paved and hardscape surfaces of the development. The project would be required to comply with National Pollution Discharge Elimination System (NPDES) standards. Consequently, runoff from the project would not be

considered significant and the project would not materially degrade the existing drainage facilities or degrade water quality. In addition, Drainage Facilities Fees would be paid consistent with City required Development Fees to contribute funding for adequate infrastructure to manage storm water runoff and pollution.

f) *Otherwise substantially degrade water quality?*

No Impact. See answer IX.e above.

g) *Would the project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*

No Impact. According to Figure VI-7, 100 Year Flood Hazard Zones of the General Plan, the project site is not located within a FEMA 100 Year Floodway or a 100 Year Floodplain.

h) *Would the project place structures or fill within a 100-year flood hazard area, which would impede or redirect flood flows?*

No Impact. According to Figure VI-7, 100 Year Flood Hazard Zones of the General Plan, the project site is not located within a FEMA 100 Year Floodway or a 100 Year Floodplain. No flows would be impeded or redirected.

i) *Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?*

No Impact. The project site is not located in an inundation zone according to Figure VI-8 Dam Failure Inundation Areas.

j) *Inundation by seiche, tsunami, or mudflow?*

No Impact. The project site is not located in an inundation zone according to Figure VI-8 Dam Failure Inundation Areas. The project site is also located over 14 miles away from the Pacific Ocean and out of range for risk of tsunami. No bodies of water or waterflows are located near the site that would create exposure to risk of seiche or mudflow.

Source(s): City of Escondido General Plan (City of Escondido, 2013); Field Investigation; Project Description

X. Land Use Planning

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

X. Land Use Planning Discussion

a) Would the project physically divide an established community?

No Impact. The project proposes the development of 16 new single-family residences within an established community consisting of single-family Suburban homes and large-lot Estate II single-family homes, a middle school, and open space. Therefore, the project would not physically divide an established community.

b) Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Less Than Significant Impact. The City of Escondido General Plan is the applicable land use plan for the project site. The Suburban land use designation of the General Plan allows a maximum density of 3.3 dwelling units per acre with a minimum lot size of 10,000 square feet (sf). The TTM (Appendix A, Figure 4) shows all lots larger than 10,000 sf, and therefore the project is consistent with the lot size requirement.

The proposed density for this project is 3.45 units per acre. A strict application of the 3.3 dwelling units allowed by the Suburban designation would result in a maximum yield of 15 lots for the subdivision. In reviewing the 16-lot proposal, the Planning Division considered the site's configuration, limited street dedication requirements, and ability to efficiently configure the interior street and lots while maintaining a minimum lot size of 10,000 sf for all lots. Staff concluded that, according to the exemption provision of Section 32.302.02 of the City of Escondido Subdivision Ordinance, including one additional residential lot to the subdivision is consistent with the local land use regulation, because the additional lot will not substantially alter the overall appearance or intensity of the proposed development and will be consistent with other R-1-10 style developments in the area.

The project also proposes to construct such other improvements required by the Conditions of Approval and the Development Agreement. This MND is intended to serve as the environmental clearance for the Development Agreement as well as for the development project. The terms of the Development Agreement would allow the developer to proceed with construction of 16 residences in return for the construction of public improvements and the payment of funds (deficiency fees) for upgrades to existing water, street and drainage infrastructure in the North Broadway area. As described in the Development Agreement, compensation for these upgrades includes payment of a Community Benefit Fee of \$12,500 per unit, payment of \$3,555 per unit for construction of a 12" water line along Stanley Avenue between Ash Street and Conway Drive, and a fair share contribution to the future signalization of the Ash Street/Vista Avenue intersection. Improvements include construction of dedicated turn lanes and transitions at the Ash Street/Lehner Avenue and Ash Street/Vista Avenue intersections. The Development Agreement would ensure consistency with the City's Growth Management Ordinance requirements for new residential development within the North Broadway Region of influence; therefore, impacts to applicable land use plans, policies and regulations would be less than significant.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Less Than Significant Impact. The project would result in the loss of approximately 0.56 acre of NNG, 0.11 acre of invasive species (tree of heaven, pepper tree), and 0.19 acre of disturbed habitat. Compensation for the loss of 0.56 acre of NNG will be provided by the purchase of 0.28 credits from the Daley Ranch Mitigation Bank. The MHCP identifies the project site and vicinity as "developed" and without significant natural resources that require preservation or conservation. Road improvements would occur within areas previously disturbed and would not impact threatened or endangered species. Therefore, the project would not conflict with the applicable conservation plan.

Source(s): City of Escondido General Plan (City of Escondido, 2013); City of Escondido Planning Commission (City of Escondido, 2006); Field Investigation; Multiple Habitat Conservation Program (SANBAG, 2003); Project Description

XI. Mineral Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XI. Mineral Resources Discussion

a) *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

No Impact. No existing or past mineral extraction facilities are located on the project site (Figure 4.11-1 of the General Plan Update Environmental Impact Report). Historically, the site has been used for agricultural and residential use and was not associated with mineral mining or excavation. No evidence of mineral resources was identified in the geotechnical report prepared for this project.

b) *Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

No Impact. See answer XI.a above.

Source(s): City of Escondido General Plan (City of Escondido, 2013); Field Investigation; Project Description

XII. Noise

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XII. Noise Discussion

A project-specific Noise Technical Report was prepared by ESA (April 2014) to analyze the project's potential impacts to noise (Appendix H). The project's potential construction-related and operational-related noise impacts were evaluated based on City standards for exterior sound levels and per the City's General Plan and Noise Policy 5.3 of the Community Protection Element. The City's significance criteria thresholds are shown in Table 5 below.

TABLE 5: CITY OF ESCONDIDO EXTERIOR SOUND LEVEL LIMITS

Zone	Time	Applicable Limit One-hour Average Sound Level (A-weighted Decibels)
Residential zones	7:00 A.M. to 10:00 P.M.	50
	10:00 P.M. to 7:00 A.M.	45
Multi-residential zones	7:00 A.M. to 10:00 P.M.	55
	10:00 P.M. to 7:00 A.M.	50
Commercial zones	7:00 A.M. to 10:00 P.M.	60
	10:00 P.M. to 7:00 A.M.	55
Light industrial/Industrial park zones	Anytime	70

Zone	Time	Applicable Limit One-hour Average Sound Level (A-weighted Decibels)
General Industrial zones	Anytime	75

With regards to traffic noise, the significance of the proposed project's noise impacts were determined by comparing estimated project-related noise levels to existing no-project noise levels. The traffic noise significance criteria thresholds are shown in Table 6 below.

TABLE 6: EXTERIOR INCREMENTAL ENVIRONMENTAL NOISE IMPACT STANDARDS FOR NOISE-SENSITIVE USES (DB)

Residences and Buildings Where People Normally Sleep ^a		Institutional Land Uses with Primarily Daytime and Evening Uses ^b	
Existing L_{dn}	Allowable Noise Increment	Existing Peak Hour L_{eq}	Allowable Noise Increment
45	8	45	12
50	5	50	9
55	3	55	6
60	2	60	5
65	1	65	3
70	1	70	3
75	0	75	1
80	0	80	0

Note: Noise levels are measured at the property line of the noise-sensitive use.

^a This category includes homes, hospitals, and hotels where a nighttime sensitivity to noise is assumed to be of utmost importance.

^b This category includes schools, libraries, theaters, and churches where it is important to avoid interference with such activities as speech, meditation, and concentration on reading material.

a) Would the project result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than Significant Impact with Mitigation.

Operation Noise: The project would not involve the use of heavy machinery or generate heavy-duty truck trips that are often associated with large commercial or industrial uses. As such, no sources of "excessive" noise levels would occur during project operations that would violate established noise standards (ESA, Noise Technical Report, 2013, Appendix H).

The project would add additional vehicles on surrounding roadways and therefore potentially impact ambient noise levels with increased traffic noise. The proposed Project would increase local noise levels by a maximum of 0.9 dB L_{dn} at the roadway segment of Stanley Avenue, east of

N. Ash Street. As this noise increase would not exceed the City's allowable noise increment, this impact would be less than significant. In addition, as the other roadway segments that are located even further away from the Project site would experience less traffic increases due to the Project, the increase in local noise levels at these roadway segments would also not exceed the City's allowable noise increments, and impacts would be less than significant.

Cumulative mobile source noise impacts would occur primarily as a result of increased traffic on local roadways due to the proposed Project and related projects within the study area. Therefore, cumulative traffic-generated noise impacts have been assessed based on the contribution of the proposed Project to the future cumulative base traffic volumes on the roadway segments in the Project vicinity. Cumulative development along with the proposed Project would increase local noise levels by a maximum of 2.7 dB L_{dn} at the segment of Vista Avenue, west of N. Ash Street. As the increase in roadway noise at this roadway segment would not exceed the allowable incremental noise increase of 3.0 dB L_{dn} , the noise increase would not be substantial. Additionally, while the segments of Ash Street located south of Lehner Avenue and north of Vista Avenue would experience an increase in traffic noise levels above the City's applicable 1.0 dB L_{dn} criteria due to future cumulative development, this noise increase would not be perceptible to the human ear. Outside of the laboratory, a 3 dB change in noise levels is considered to be a barely perceivable difference to the human ear. As such, the increase in cumulative traffic noise levels of 1.3 dB L_{dn} on the two segments of Ash Street would be less than significant. Furthermore, the proposed Project's contribution to the cumulative noise increase at these two segments of Ash Street would not be perceptible since the proposed Project would not contribute to traffic noise at the segment of Ash Street located south of Lehner Avenue and would only contribute 0.1 dB L_{dn} at the segment of Ash Street located north of Vista Avenue. As such, the proposed Project's contribution to this cumulative noise impact would be less than significant (ESA, Noise Technical Report, 2014).

Furthermore, the traffic noise impacts resulting from cumulative base traffic volumes with the proposed project were also analyzed at institutional land uses (i.e., churches and schools) in the project area using the allowable noise increase criteria established by the City. As shown in the project-specific noise technical report, cumulative development along with the proposed project would increase the peak hour noise levels by a maximum of 0.3 dB L_{eq} at the segment of Vista Avenue, east of N. Broadway. As the increase in roadway noise at this roadway segment would not exceed the allowable incremental noise increase of 3.0 dB L_{eq} , the noise increase would not be substantial. As the remaining roadways analyzed would be exposed to even lower noise level increases, the peak hour noise increases at these roadway segments would also not be substantial. Therefore, the cumulative impact associated with mobile source noise at institutional land uses would be less than significant.

Construction Noise: Construction of the proposed project would require the use of heavy equipment during the demolition, grading and excavation activities at the project site, installation of new utilities, paving, and building fabrication for the proposed residential buildings. Development activities would also involve the use of smaller power tools, generators, and other sources of noise. During each stage of development, there would be a different mix of equipment. As such, construction activity noise levels at and near the project site would

fluctuate depending on the particular type, number, and duration of use of the various pieces of construction equipment.

Table 7 shows the hourly noise levels (L_{max}) produced by various types of construction equipment based on a distance of 50 feet between the equipment and noise receptor. It should be noted that L_{max} noise levels associated with the construction equipment would only be generated when the equipment are operated at full power. Typically, the operating cycle for a piece of construction equipment would involve one or two minutes of full power operation followed by three or four minutes at lower power settings. As such, the L_{max} noise levels shown in Table 7 would only occur occasionally throughout the construction day.

During construction, two basic types of activities would be expected to occur and generate noise at the project site. One of these activities would involve demolition, grading and excavation at the project site to accommodate the foundation for the proposed residential uses. The second type of construction activity that would generate noise would involve the physical construction of the proposed residential structures. Overall, construction of the project is anticipated to occur over an approximately 6-month period.

TABLE 7: MAXIMUM NOISE LEVELS FROM CONSTRUCTION EQUIPMENT

Construction Equipment	Noise Level at 50 Feet (dB, L _{max})
Dump Truck	76
Excavator	81
Air Compressor	78
Backhoe	78
Grader	85
Front End Loader	79
Dozer	82
Tractor	84
Paver	77
Roller	80

SOURCE: Federal Highway Administration, Roadway Construction Noise Model User's Guide, 2006.

During construction of the project, the nearest and most notable offsite sensitive receptors to the project site would be the surrounding residential uses and the Rincon Middle School. Due to the use of construction equipment during the construction phases, the project would expose these surrounding off-site sensitive receptors to increased exterior noise levels. According to Section 17-234 of the City's Municipal Code, construction equipment or a combination of equipment are not allowed to operate so as to cause noise in excess of a one-hour average sound level limit of 75 dB at any time. During project construction, the noise levels experienced at the nearest off-site receptors would vary depending on the distance of the construction equipment within the site to the receptor. For instance, the construction noise levels experienced at the off-site receptors to the north would be the greatest when construction equipment are operating in the northern portion of the project site, while noise levels at these receptors would be the lowest when construction equipment are operating in the southern portion of the project site. Thus, the noise levels would fluctuate over the course of a construction day as equipment moves back and forth across the project site. Table 8 shows the estimated construction noise levels that would occur at the off-site sensitive uses during construction at the project site. The estimated noise levels at the off-site sensitive receptors were calculated using the Federal Highway Administration (FHWA)'s Roadway Construction Noise Model (RCNM), and were based on the concurrent operation of the two noisiest pieces of equipment (i.e., grader and tractor) at the center of the project site.

TABLE 8: EXTERIOR NOISE AT OFF-SITE SENSITIVE USES FROM PROJECT CONSTRUCTION

Off-site Sensitive Land Uses	Location	Approximate Distance to Project Site Boundary (ft.) ^a	Estimated Hourly Noise Levels (dB L _{eq}) ^b	Applicable Hourly Noise Standard (dB L _{eq})
Residences	North of the Project site, across Stanley Ave.	380	66	75
Residence	Directly east of the Project site	456	64	75
Rincon Middle School	South of the Project site, across Lehner Ave.	388	61	75
Residences	Directly west of the Project site	170	73	75

^a The approximate distances are measured from the center of the Project site to the nearest sensitive-receptor property line.

^b In accordance with the general construction noise assessment approach recommended by the FTA, it is assumed that the two noisiest pieces of construction equipment used at the Project site (i.e., grader and tractor) would be operating concurrently.

As shown in Table 8, the applicable City exterior noise standard of 75 dB would not be exceeded at any of the identified offsite sensitive uses during construction of the project (ESA, Noise Technical Report, 2013). However, when the project's estimated construction noise levels are compared with the ambient daytime noise levels that were measured at the nearby off-site sensitive uses to the project site, the exterior noise levels at all of the off-site sensitive receptors would experience a substantial increase in noise levels during construction of the project. It should be noted, however, that the construction-related noise levels associated with development under the project would be temporary in nature, and would not generate continuously high noise levels, although occasional single-event disturbances from grading and construction are possible. In addition, construction equipment engines would also likely be intermittently turned on and off over the course of an hour.

Although the noise increase over existing ambient daytime noise levels at the nearby off-site sensitive uses during project construction would only be temporary in nature, Mitigation Measures MM N-1 through MM N-8, which would require the implementation of noise reduction devices and techniques during project construction, will be implemented to reduce the construction-related noise levels at nearby receptors to the maximum extent feasible. With the implementation of Mitigation Measures MM N-1 through MM N-8, the temporary construction noise impacts would be minimized and impacts would be less than significant.

b) Would the project result in exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?

Less than Significant Impact.

Operation Noise: The project would not involve the use of heavy machinery or generate heavy-duty truck trips that are often associated with large commercial or industrial uses. As such, no sources of "excessive" groundborne vibration or noise levels would occur during project operations (ESA, Noise Technical Report, 2013).

Construction Noise: Construction activities that would occur within the project site would include grading and excavation, which would have the potential to generate low levels of groundborne vibration. As such, the existing residential uses located in the immediate vicinity of the project site could be exposed to the generation of excessive groundborne vibration or groundborne noise levels related to construction activities. The results from vibration can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibrations at moderate levels, to structural damage at the highest levels. Site ground vibrations from construction activities very rarely reach the levels that can damage structures, but they may be perceived in buildings very close to a construction site. No pile-driving activities would be required for construction of the proposed Project.

The various peak particle velocity (PPV) and root mean square (RMS) velocity in Decibel (VdB) levels for the types of construction equipment that would operate during the construction of the proposed project are identified in Table 9. Based on the information presented in Table 9, vibration velocities could reach as high as approximately 0.089 inch-per-second PPV at 25 feet from the source activity, depending on the type of construction equipment in use. This corresponds to a RMS velocity level (in VdB) of 87 VdB at 25 feet from the source activity.

TABLE 9: VIBRATION SOURCE LEVELS FOR CONSTRUCTION EQUIPMENT

Equipment	Approximate PPV (in/sec)					Approximate RMS (VdB)				
	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet
Large Bulldozer	0.089	0.031	0.024	0.017	0.011	87	78	76	73	69
Loaded Trucks	0.076	0.027	0.020	0.015	0.010	86	77	75	72	68
Jackhammer	0.035	0.012	0.009	0.007	0.004	79	70	68	65	61
Small Bulldozer	0.003	0.001	0.0008	0.0006	0.0004	58	49	47	44	40

SOURCE: FTA, 2006.

Construction activities associated with the proposed project would have the potential to impact the nearest surrounding off-site sensitive receptors to the project site, which include the surrounding residential uses to the north, east, and west, and the Rincon Middle School located to the south. Table 10 shows the construction-related groundborne vibration levels that would occur at the identified off-site sensitive uses during construction at the project site.

TABLE 10: GROUNDBORNE VIBRATION LEVELS AT OFF-SITE SENSITIVE USES

Off-site Sensitive Land Use	Approximate Distance to project site (ft.) ^a	Estimated PPV (in/sec)
Residences located north of the Project site, across Stanley Ave.	200	0.004
Residence located east of the Project site	310	0.002
Rincon Middle School located south of the Project site, across Lehner Ave.	108	0.01
Residences located directly west of the Project site	22	0.11

ft. = feet

in/sec = inches per second

^a The approximate distances are measured from the nearest project site boundary to the nearest off-site structure. In the case of the residences to the immediate east and west of the project site, a 15-foot and 12-foot distance between the project site boundary and these sensitive receptor structures, respectively, is used based on the preliminary site plan for the proposed Project.

As shown in Table 10, the vibration velocities forecasted to occur at the off-site sensitive receptors could potentially range from 0.002 inches per second (in/sec) PPV at the residences located north of the project site, to 0.11 in/sec PPV at the residence located west of the project site. None of the buildings at the identified offsite sensitive use locations are considered to be fragile structures that are extremely susceptible to vibration damage (ESA, Noise Technical Report, 2013). For the purpose of this analysis, the identified off-site residential structures surrounding the project site are considered to be older residential structures while the Rincon Middle School structures are considered to be modern industrial/commercial buildings," based on the structure descriptions provided under Caltrans vibration criteria. With respect to the vibration sources associated with project construction, it is not anticipated that any continuous/frequent intermittent sources of vibration would occur as no pile-driving or compaction activities would be required at the project site. As such, only transient sources of vibration are anticipated to be generated at the project site during construction. Based on the information shown in Table 10, none of the existing off-site residential structures would be exposed to PPV groundborne vibration levels that exceed the 0.5 in/sec criteria for transient sources during project construction. In addition, the Rincon Middle School would not be exposed to PPV groundborne vibration levels that exceed the 2.0 in/sec criteria for transient sources. Thus, in terms of building damage, potential vibration impacts would be less than significant at the nearest off-site sensitive receptors to the project site (ESA, Noise Technical Report, 2014).

In terms of human perception, the vibration levels forecasted to occur at the off-site sensitive receptors would be distinctly perceptible at the existing residential structures located east and west of the project site, while the vibration levels at the residential structures to the north and the Rincon Middle School to the south would not be perceptible during project construction. While the existing off-site residential structures to the east and west would be exposed to

distinctly perceptible vibration levels, it should be noted that this is a conservative analysis because it assumes that large bulldozers would be operating directly along the project site property line¹. During actual construction, such mobile construction equipment may not need to operate this close to the off-site sensitive receptors located to the east and west. Nonetheless, because potential vibration levels associated with project construction could be perceptible at these off-site receptors, this impact is considered to be potentially significant. (ESA, Noise Technical Report, 2013).

Implementation of Mitigation Measure MM N-7, which would prohibit the use of construction equipment that generates high levels of vibration (i.e., large bulldozers, loaded trucks, etc.) within specified distances from existing off-site residential uses that are located nearby the proposed project, would ensure that the construction-related vibration impacts associated with building damage and human annoyance at these nearby receptors would be reduced to a less-than-significant level. Additionally, implementation of Mitigation Measure MM N-2 would further serve to locate groundborne vibration construction activities as far as possible from the nearest vibration-sensitive land uses, which would reduce the vibration levels experienced at these sensitive receptors. With implementation of these mitigation measures, the vibration impact associated with human perception/annoyance at the off-site residential uses located to the west and east of the project site would be less than significant.

c) *Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*

Less Than Significant Impact.

Construction Noise: According to the Noise Technical Report for the project (ESA, 2013, Appendix H), a temporary increase in ambient noise levels would occur during the demolition, grading and construction project phases. The potential impacts for temporary demolition, grading and construction activities are discussed in answers XII.a and XII.b above.

Operation Noise: Potential permanent impacts during the project's operation phase would be associated with heating, ventilating, and air conditioning (HVAC) units and exhaust fans that may be installed on the proposed single-family residential units; and associated with an increase in traffic and traffic related noise.

Due to their proximity, the noise levels generated by the new HVAC units and exhaust fans for the proposed project could potentially disturb the existing residential uses to the west and east of the project site. Based on the City's noise standards for noise-sensitive uses, an approximately 5 dB incremental noise increase would be allowed at the residential uses located to the west and east of the project site (ESA, Noise Technical Report, 2013). It should be noted that as an industry practice, the design of the on-site HVAC units and other noise-generating mechanical equipment associated with the new residential units at the project site would typically be equipped with noise muffling devices or shielding (e.g. enclosures) to reduce noise levels that may affect nearby noise-sensitive uses. For the proposed project, all HVAC units

¹ For the purpose of this analysis, bulldozers that are 310 horsepower or greater are considered to be large bulldozers.

would be located in either the rear or side of the new residences where they would be shielded from neighboring uses by block walls. In addition, the HVAC units installed would be typical of those used at other existing residences in the project vicinity, and generally would not represent a substantial source of noise. Furthermore, in order to ensure that on site operational noise would not adversely affect the future residents at the project site, the new residences would utilize exterior windows and insulation that would provide sufficient sound insulation to ensure that interior noise levels would be below a day-night average noise level (Ldn) or Community Noise Equivalent Level (CNEL) of 45 dB in any residential room. Thus, impacts from HVAC-related noise levels associated with the proposed project would be less than significant.

Potential impacts to ambient noise levels associated with traffic noise are discussed in Section X.II.a above.

d) *Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

Less than Significant Impact with Mitigation. A temporary increase in ambient noise levels would occur during the grading and construction project phases. The potential impacts for temporary grading and construction activities are discussed in answers XII.a and XII.b above. Implementation of Mitigation Measure N-1 and of the BMPs described above would reduce the potential impacts to a level below significance.

e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

No Impact. The project site is not located within an airport land use plan and is located outside the sphere of influence for the McClellan-Palomar Airport, which is the nearest public airport. The site is not located within the vicinity of a private airstrip. The nearest private airstrip is located approximately 4.65 miles to the northeast at Lake Wohlford Resort.

f) *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*

No Impact. See answer XII.e above.

Source(s): City of Escondido General Plan (City of Escondido, 2013); Field Investigation; Noise Technical Report (ESA, 2014)

Noise Avoidance, Minimization, and Mitigation. The following mitigation measures would be implemented to minimize potential impacts:

MM N-1: The project Applicant and/or contractor shall ensure that all construction equipment has properly operating mufflers.

MM N-2: Noise and groundborne vibration construction activities whose specific location on the project site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses.

MM N-3: Construction activities associated with the proposed project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools.

MM N-4: The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.

MM N-5: The Applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who is responsible for responding to any concerns regarding construction noise and vibration. The liaison's telephone number(s) shall be prominently displayed at the project site. Signs shall also be posted at the project site that include permitted construction days and hours.

MM N-6: Construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).

MM N-7: The operation of construction equipment that generates high levels of vibration, such as large bulldozers and loaded trucks, shall be prohibited within 45 feet of existing nearby residential structures during construction of the proposed project. Instead, small bulldozers not exceeding 310 horsepower shall be used within this area during grading and excavation operations. The use of smaller bulldozers would result in vibration levels of 0.01 PPV at the residences located immediately to the east and west of the project site, which would not exceed Caltrans' "barely perceptible" vibration criteria for transient vibration sources .

MM N-8: Prior to the issuance of a certificate of occupancy, the Applicant shall ensure that all exterior windows associated with the proposed residential uses at the project site shall be constructed to provide a sufficient amount of sound insulation to ensure that interior noise levels would be below an L_{dn} or CNEL of 45 dB in any room.

XIII. Population and Housing

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XIII. Population and Housing Discussion:

a) *Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

Less Than Significant Impact. The project would build 16 additional single-family residences (net gain of 14 units), which would incrementally increase the population in the immediate area by adding additional dwelling units. These additional units would support the City's Regional Share Housing Requirements and the General Plan Housing Policy 1.1 to expand the stock of all housing while preserving the health, safety, and welfare of residents, and maintaining the fiscal stability of the city. The project will be supported by one additional road/cul-de-sac that will be constructed within the project site to provide the new units with access to and from existing Stanley Avenue. Off-site intersection improvements identified in the TIA (Appendix G) will be constructed. No other infrastructure is proposed aside from utility improvements on the property that would tie into existing offsite municipal infrastructure.

b) *Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*

Less Than Significant Impact. The project site currently contains two single-family residences that would be demolished. The project would construct 16 single-family units for a net gain of 14 units. Therefore, adequate replacement housing is part of the project design and impacts would be less than significant.

c) *Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*

No Impact. See answer XIII.b above.

Source(s): City of Escondido General Plan (City of Escondido, 2013); Field Investigation; Project Description

XIV. Public Services

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XIV. Public Services Discussion:

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services?

i) Fire protection

Less Than Significant Impact. The project site is within the Rincon Del Diablo Fire Protection District with services provided by the Escondido Fire Department. Fire Station #7 is the closest station, approximately 1.5 miles from the site and located at 1220 North Ash. The project would incrementally increase the need for service in the area by adding 16 single-family residences. Consistent with the Citywide Facilities Plan, this increase would be offset by the payment of Public Facilities Fees paid at the time of building permit issuance. In addition, the project would be subject to fire building plan fees and review to ensure the development is in compliance with access and safety standards. Based on information provided by the City of Escondido, upon request for service, one engine and two ambulances will respond from station #7 within the response time mandated by the General Plan.

ii) Police protection

Less Than Significant Impact. The project would incrementally increase the need for additional police service with the development of 16 new residential units. Consistent with the Citywide Facilities Plan, this incremental increase would be offset by the payment of Public Facilities Fees

paid at the time of building permit issuance. Based on information provided by the City of Escondido, the Escondido Police Department will provide services from the new police and fire headquarters building located at 1161 North Centre City Parkway. Therefore, no impacts to service level are anticipated to result from the proposed development.

iii) Schools

Less Than Significant Impact. The site is within the Escondido Union School District and the Escondido Union High School District. The district maps show that students from the proposed development would be scheduled to attend North Broadway Elementary School, Rincon Middle School and Escondido High School. The Citywide Facilities Plan notes that new development leading to higher enrollment is a concern of the school districts' ability to maintain adequate school facilities that can accommodate greater student populations. Payment of the SB50 fees has been deemed to be adequate mitigation to offset potentially significant impacts to educational facilities. In addition, as part of the initial study submittal requirements, the City of Escondido requires letters from the school districts indicating their ability to provide school facilities that can serve the project. These letters are included in Appendix I.

iv) Parks

Less Than Significant Impact. The project would be developed on existing disturbed land with 2 single-family homes. The proposed development would not occur on or require the conversion of park space. The nearest parks within an approximate half-mile to one-mile radius that would service the project include Jesmond Dene Park (35 acres), Reidy Creek Golf Course (65 acres), Rod McLeod Park (18 acres), El Norte Park (2.5 acres), and Daley Ranch (3,058 acres). The addition of 16 residential units (net gain of 14 units) would create an incremental increase in use of these existing park locations. According to the Citywide Facilities Plan, park services in Escondido are meeting threshold levels of service and the project would not significantly impact park services. In addition, the project would be required to pay a Park Fee upon issuance of building permits consistent with the growth management element of the General Plan and Quality of Life Goals.

v) Other public facilities

Less Than Significant Impact. Water and wastewater supply and utilities would be connected to existing City lines within the adjacent streets. The project would create an incremental increase on water and wastewater facilities demand with the additional units. According to Article 47, Section 33-924 of the City Municipal Code and City Quality of Life Standards, the project would be required to provide adequate sewer, water and drainage facilities for the area to the satisfaction of the City engineer and in accordance with adopted master plans. In addition, consistent with the Citywide Facilities Plan, Water Connection Fees and Wastewater Connection Fees would be paid to offset any potential impacts to these services upon issuance of building permits. Public Facilities Fees paid at the time of building permit issuance would also contribute to and offset the incremental increase on the demand for Library Services, also discussed in the Citywide Facilities Plan.

Source(s): Citywide Facilities Plan (City of Escondido, 2009); City of Escondido General Plan (City of Escondido, 2013); Fee Guide for Development Projects (City of Escondido, 2013); Field Investigation; Project Description

XV. Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XV. Recreation Discussion:

a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

No Impact. The project proposes the development of 16 single-family residences (net gain of 14 units) that would lead to an incremental increase on the use of public parks and recreational facilities. Impacts to these facilities would not be substantial and potential impacts would be offset by the payment of Park and Facilities Impact Fees paid upon issuance of building permits.

b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

No Impact. The project does not propose the development of recreational facilities and it does not require the construction or expansion of recreational facilities.

Source(s): Citywide Facilities Plan (City of Escondido, 2009); City of Escondido General Plan (City of Escondido, 2013); Fee Guide for Development Projects (City of Escondido, 2013); Field Investigation; Project Description

XVI. Transportation and Traffic

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with an adopted plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an adopted congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the appropriate congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, pedestrian facilities, or other alternate transportation or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVI. Transportation and Traffic Discussion:

A project-specific Traffic Impact Analysis (TIA) was performed by LLG Engineers (April 2, 2014) to analyze the project's potential impacts on existing and future Transportation and Traffic conditions in the project area. The study area includes the following five (5) existing intersections and five (5) street segments.

Intersections:

1. N. Broadway / Stanley Avenue
2. N. Ash Street / Stanley Avenue
3. N. Ash Street / Lehner Avenue
4. N. Broadway / Vista Avenue
5. N. Ash Street / Vista Avenue

Segments:

1. N. Ash Street: Between Stanley Avenue and Lehner Avenue
2. N. Ash Street: South of Vista Avenue
3. Stanley Avenue: East of N. Ash Street
4. Vista Avenue: Between N. Broadway and N. Ash Street
5. N. Broadway: South of Vista Avenue

The project-specific approach and methodology is based on guidance provided by the City of Escondido Engineering Staff, as follows:

1. The traffic study should include a SANDAG prepared Select Zone Assignment for the project to determine the project traffic distribution.
2. The traffic study should utilize the Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region (April 2002) published by SANDAG, to determine the project traffic volume.
3. Traffic should utilize the following scenarios to determine project traffic impacts at intersections and along roadway segments.
 - a. Existing Condition (based on new traffic counts)
 - b. Existing + Project Traffic Condition
 - c. Existing + Cumulative Projects Traffic Condition
 - d. Existing + Cumulative Projects + Project Traffic Condition

Level of service (LOS) is the term used to denote the different operating conditions which occur on a given roadway segment or intersection under various traffic volume loads. Level of service designations range from A to F, with LOS A representing the best operating conditions and LOS F representing the worst operating conditions. The LOS is used to determine whether or not a project will have a significant impact on an existing roadway or intersection based on local and/or regional thresholds called significance criteria.

The project study area includes locations that lay both within the City of Escondido and County of San Diego jurisdictions. The following is a summary of the significance criteria from each jurisdiction that was utilized in the TIA. The table below summarizes the amount of traffic which can be added to a Level of Services (LOS) D/E/F location before a significant impact is calculated in the City of Escondido.

TABLE 11: PROPOSED THRESHOLDS TO IDENTIFY PROJECTS SIGNIFICANT TRAFFIC IMPACT (CITY OF ESCONDIDO)

Level of Service with Project	Allowable Change due to Project Impact		
	Roadway Segments		Intersections Delay (sec.)
	V/C	Speed (mph)	
D, E, or F	0.02	1	2

*No Significant Impact occurs at areas in GP Downtown Specific Area that operates on LOS "D" or better.

*Mitigation measures should also be considered for any segment or intersection operating on LOS "F" subject to less than significant impact.

*V: Volume *C: Capacity (use LOS "E")

In addition to the City significance criteria thresholds shown in the table above, traffic volume increases from public or private projects that result in one or more of the following criteria will also have a significant traffic impact:

1. The additional or redistributed ADT generated by the Project will add 21 or more peak hour trips to a critical movement of an unsignalized intersection, and cause an unsignalized intersection to operate below LOS D, or
2. The additional or redistributed ADT generated by the Project will add 21 or more peak hour trips to a critical movement of an unsignalized intersection currently operating at LOS E, or
3. The additional or redistributed ADT generated by the Project will add 6 or more peak hour trips to a critical movement of an unsignalized intersection, and cause the unsignalized intersection to operate at LOS F, or
4. The additional or redistributed ADT generated by the Project will add 6 or more peak hour trips to a critical movement of an unsignalized intersection currently operating at LOS F, or
5. Based upon an evaluation of existing accident rates, the signal priority list, intersection geometrics, proximity of adjacent driveways, sight distance or other factors, the Project would significantly impact the operations of the intersection.

Project Impacts to Existing Traffic

Signalized intersections and unsignalized intersections were analyzed under AM and PM peak hour conditions. Street segment analysis is based upon the comparison of daily traffic volumes (ADTs) to the City of Escondido's and County of San Diego's Roadway Classification, LOS, and ADT Tables. All the study area intersections are calculated to currently operate at an acceptable service level of LOS C or better during both the AM and PM peak hours with the exception of the N. Ash Street and Vista Avenue intersection, which is calculated to currently operate at LOS E during the AM peak hour. In addition, all roadway segments are calculated to currently operate at acceptable LOS C or better on a daily basis (ESA, Traffic Impact Analysis, 2014, Appendix G).

The project is calculated to generate 160 daily trips with 13 trips (4 inbound/9 outbound) in AM peak hour and 16 trips (11 inbound/5 outbound) during PM peak hour. The project traffic was distributed to the local street system based on the project's proximity to I-15, local roadway network, employment centers, commercial areas, local schools and traffic circulation. In addition, future immediate area cumulative development potential was taken into consideration in the traffic analysis, as well as several specific cumulative development projects to analyze the impacts of the project with and without future development. Tables 12 and 13 on the following pages show the existing conditions and expected post-project operational conditions for affected intersections and road segments.

Table 12: NEAR-TERM INTERSECTION OPERATIONS

Intersection	Control Type	Peak Hour	Existing		Existing + Project			Significant?	Existing + Project + "Adjacent" Residential Projects			Significant?
			Delay ^a	LOS ^b	Delay	LOS	Δ^c		Delay	LOS	Δ	
1. N. Broadway / Stanley Ave	MSSC ^d	AM	21.1	C	22.3	C	1.2	26.1	D	3.8	No	
		PM	11.4	B	11.4	B	0	11.7	B	0.3	No	
2. N. Ash St / Stanley Ave	AWSC ^e	AM	12	B	12.3	B	0.3	13	B	0.7	No	
		PM	9	A	9.2	A	0.2	9.6	A	0.4	No	
3. N. Ash St / Lehner Ave	AWSC	AM	30.5	E	31.4	E	0.9	23.4	C	(8.0) ^f	No	
		PM	11.1	B	11.2	B	0.1	11.6	B	0.4	No	
4. N. Broadway / Vista Ave	Signal	AM	13	B	13.1	B	0.1	14.2	B	1.1	No	
		PM	8.7	A	8.7	A	0	8.9	A	0.2	No	
5. N. Ash St / Vista Ave <i>Mitigated^g</i>	AWSC	AM	47	E	47.4	E	0.4	75.8	F	28.4	Yes	
		AM						29.2	C		-	
		PM	10.9	B	11	B	0.1	13.5	B	2.5	No	

Footnotes:

- a. Average delay expressed in seconds per vehicle.
- b. Level of Service.
- c. Δ denotes an increase in delay due to project.
- d. MSSC – Minor street Stop Controlled intersection. Minor street left turn delay is reported.
- e. AWSC – All-Way Stop Controlled intersection.
- f. Intersection delay improved with rerouting of existing traffic due to closure of Lehner Avenue east of Vista Avenue to through traffic, as part of the Zenner residential project.
- g. See *Figure 13-1 in TIA for mitigation* sketch.

General Notes: BOLD typeface indicates a potentially significant impact.

SIGNALIZED		UNSIGNALIZED	
DELAY/LOS THRESHOLDS	LOS	DELAY/LOS THRESHOLDS	LOS
Delay		Delay	
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 45.0	D	25.1 to 30.0	D
45.1 to 80.0	E	30.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

Table 13: NEAR-TERM STREET SEGMENT OPERATIONS

Street Segment	Capacity (LOS E) ^a	Existing			Existing + Project			Significant?	Existing + Project + "Adjacent" Residential Projects				Significant?	
		ADT ^b	LOS ^c	V/C ^d	ADT	LOS	V/C		Δ ^e	ADT	LOS	V/C		Δ
N. Ash Street Stanley Ave to Lehner Ave ^f South of Vista Ave ^f	12,000 ^g	4,200	B	0.276	4,280	B	0.282	0.005	4,700	B	0.309	0.028	No	0.028
	12,000 ^g	7,040	C	0.463	7,090	C	0.466	0.003	7,720	C	0.508	0.041	No	0.041
Stanley Avenue East of N. Ash St	4,500 ^h	660	C	N/A	820	C	N/A	N/A	1,120	C	N/A	N/A	No	N/A
Vista Avenue N. Broadway to Ash St	12,000 ^g	4,170	B	0.348	4,190	B	0.349	0.002	4,870	B	0.406	0.057	No	0.057
N. Broadway South of Vista Ave	37,000	10,740	A	0.29	10,820	A	0.292	0.002	11,710	A	0.316	0.024	No	0.024

Footnotes:

- a. Capacities based on the City of Escondido Roadway Classification Table (See Table 4-3 in the TIA).
- b. Average Daily Traffic
- c. Level of Service
- d. Volume to Capacity ratio
- e. Project Attributable increase in V/C
- f. Roadway Segment lies within County of San Diego.
- g. A 20% reduction in capacity was applied to this segment, as it is not fully built to City standards.
- h. Level of Service is not reported for residential streets since their primary purpose is to serve abutting lots; not carry through traffic. Level of service normally applies to roads carrying through traffic between major traffic generators and attractors. County equates LOC better than LOS C operations.

As shown in Table 12 above, analysis of the project's potential impacts to Existing Conditions and to Existing Conditions + Adjacent Residential Projects determined that all study area intersections are calculated to continue operation at LOS C or better during both the AM and PM peak hours except for the intersections of N. Broadway / Stanley Avenue and N. Ash Street / Vista Avenue. The N. Broadway / Stanley Avenue intersection is calculated to continue operation at LOS D during the AM peak hour. The N. Ash Street / Vista Avenue intersection is calculated to continue operation at LOS F, also during the AM peak hour. Potentially significant impacts would be associated with the change in LOS for the N. Ash Street / Vista Avenue intersection only, based on the significance criteria thresholds discussed above. As shown in Table 13 above, all of the study area street segments are calculated to continue operation at LOS C or better on a daily basis. Therefore, the project would have no significant impacts on street segment operation based on significance criteria thresholds (LLG, Traffic Impact Analysis, 2014, Appendix G).

Cumulative Project Impacts to Traffic

The analysis of the impacts at intersections from project implementation to cumulative conditions represents a more robust analysis of the potential long-term impacts associated with this project plus other reasonably foreseeable projects that will occur in the future in the immediate vicinity of the proposed project. Additionally, the cumulative analysis takes into account planned future changes to the roadway system. Specifically, a proposed subdivision at Lehner and Vista is currently being analyzed by the City, which includes the closure of the intersection of Lehner Avenue and Vista Avenue and the change of Lehner Avenue from a through street between Vista Avenue and N. Ash Street to a cul de sac with access from N. Ash Street only. Therefore, the cumulative analysis models future traffic conditions, given the proposed project plus reasonably foreseeable future projects on the road system with the planned changes previously described. Analysis of the project's potential cumulative impacts is shown on the following pages in Tables 14 and 15.

Table 14: EXISTING + PROJECT + CUMULATIVE PROJECTS INTERSECTION OPERATIONS

Intersection	Control Type	Peak Hour	Existing		Existing + Project + Total Cumulative Projects		Significant?
			Delay ^a	LOS ^b	Delay	LOS	
1. N. Broadway / Stanley Ave	MSSC ^d	AM	21.1	C	28.1	D	No
		PM	11.4	B	12.1	B	No
2. N. Ash St / Stanley Ave	AWSC ^e	AM	12	B	13.6	B	No
		PM	9	A	9.6	A	No
3. N. Ash St / Lehner Ave	AWSC	AM	30.5	E	25.2	D	No
		PM	11.1	B	11.8	B	No
4. N. Broadway / Vista Ave	Signal	AM	13	B	14.4	B	No
		PM	8.7	A	9.2	A	No
5. N. Ash St / Vista Ave <i>Mitigated^g</i>	AWSC	AM	47	E	78.1	F	Yes
		AM			32.7	C	-
		PM	10.9	B	15.2	C	No

Footnotes:

- a. Average delay expressed in seconds per vehicle.
- b. Level of Service.
- c. Δ denotes an increase in delay due to project.
- d. MSSC – Minor street Stop Controlled intersection. Minor street left turn delay is reported. AWSC – All-Way Stop Controlled intersection.
- e. Intersection delay improved with rerouting of existing traffic due to closure of Lehner Avenue east of Vista Avenue to through traffic, as part of the Zenner residential project.
- f. See *Figure 13-1* in the TIA for mitigation sketch.

SIGNALIZED		UNSIGNALIZED	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 45.0	D	25.1 to 30.0	D
45.1 to 80.0	E	30.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

General Notes:

BOLD and highlighted typeface indicates a potentially significant impact.

Table 15: EXISTING + PROJECT + CUMULATIVE PROJECTS SEGMENT OPERATIONS

Street Segment	Capacity (LOS E) ^a	Existing			Existing + Project + Total Cumulative			Significant?
		ADT ^b	LOS ^c	V/C ^d	ADT	LOS	V/C	
N. Ash Street								
Stanley Ave to Lehner Ave ^e	12,000 ^f	4,200	B	0.276	4,860	C	0.32	No
South of Vista Ave ^f	12,000 ^f	7,040	C	0.463	7,820	C	0.514	No
Stanley Avenue								
East of N. Ash St	4,500 ^g	660	C	N/A	1,200	N/A	N/A	No
Vista Avenue								
N. Broadway to Ash St	12,000 ^f	4,170	B	0.348	5,230	B	0.436	No
N. Broadway								
South of Vista Ave	37,000	10,740	A	0.29	12,420	A	0.336	No

Footnotes:

- Capacities based on the *City of Escondido Roadway Classification Table* (See Table 4-3 in the TIA).
- Average Daily Traffic
- Level of Service
- Volume to Capacity ratio
- Roadway Segment lies within County of San Diego.
- A 20% reduction in capacity was applied to this segment, as it is not fully built to City standards.
- Level of Service is not reported for residential streets since their primary purpose is to serve abutting lots, not carry through traffic. Level of service normally applies to roads carrying through traffic between major traffic generators and attractors. County equates LOC better than LOS C operations.

The cumulative analysis determined that all the study area intersections are calculated to continue to operate at LOS C or better during both the AM and PM peak hours with the exception of the intersections of N. Broadway / Stanley Avenue and N. Ash Street / Lehner Avenue, which will both continue to operate at LOS D during the AM peak hour; and with the exception of the intersection of N. Ash Street and Vista Avenue, which is forecast to continue to operate at LOS F during the AM peak hour. Based on the significance criteria thresholds, the project's cumulative impacts on the intersection of N. Ash Street / Vista Avenue would be considered significant (LLG, Traffic Impact Analysis, 2014, Appendix G). In addition, significant impacts as defined in Escondido Municipal Code Section 33-924 are triggered by this project.

Mid Afternoon Peak Hour Analysis

A Mid-Afternoon peak hour intersection analysis was conducted for all analysis scenarios to determine the operations at the two intersections during the afternoon school bell. Peak hour counts were conducted between 2:00 PM and 4:00 PM. Analysis of the project's potential impacts based on mid-afternoon peak hour analysis is shown on the following pages in Tables 16 and 17.

Table 16: NEAR-TERM INTERSECTION OPERATIONS (MID-AFTERNOON TIME FRAME)

Intersection	Control Type	Existing		Existing + Project			Significant?	Existing + Project + "Adjacent" Residential Projects			Significant?
		Delay ^a	LOS ^b	Delay	LOS	Δ^c		Delay	LOS	Δ	
3. N. Ash St / Lehner Ave <i>Mitigated^e</i>	AWSC ^d	37.6	E	38.3	E	0.7	No	39.8	E	2.2	Yes
		-	-	42.2	E	0.4	No	26.6	D	-	-
5. N. Ash St / Vista Ave <i>Mitigated^e</i>	AWSC	41.8	E	-	-	-	-	66.8	F	25.0	Yes
		-	-	-	-	-	-	28.8	C	-	-

Footnotes:

- a. Average delay expressed in seconds per vehicle.
- b. Level of Service.
- c. Δ denotes an increase in delay.
- d. AWSC – All-Way Stop Controlled intersection.
- e. See Figure 13-1 in the TIA for mitigation sketch.

General Notes:

BOLD typeface indicates a potentially significant impact.

SIGNALIZED		UNSIGNALIZED	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 45.0	D	25.1 to 30.0	D
45.1 to 80.0	E	30.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

Table 17: EXISTING + PROJECT + CUMULATIVE PROJECTS INTERSECTION OPERATIONS (MID-AFTERNOON TIME FRAME)

Intersection	Control Type	Existing		Existing + Project + Total Cumulative Projects			Significant?
		Delay ^a	LOS ^b	Delay	LOS	Δ^c	
3. N. Ash St / Lehner Ave <i>Mitigated^e</i>	AWSC ^d	37.6	E	45.3	E	7.7	Yes
				30.2	D	–	–
5. N. Ash St / Vista Ave <i>Mitigated^e</i>	AWSC	41.8	E	75.1	F	33.3	Yes
		–	–	31.3	C	–	–

Footnotes:

- a. Average delay expressed in seconds per vehicle.
b. Level of Service.
c. Δ denotes an increase in delay.
d. AWSC – All-Way Stop Controlled intersection.
e. See *Figure 13-1* in the TIA for mitigation sketch.

General Notes:

BOLD typeface indicates a potentially significant impact.

SIGNALIZED		UNSIGNALIZED	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 45.0	D	25.1 to 30.0	D
45.1 to 80.0	E	30.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

The mid-afternoon peak hour analysis determined that the project would have potentially significant impacts to the intersections of N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue under the Existing + Project + Adjacent Residential Project conditions and cumulatively under Existing + Project + Total Cumulative Project Conditions. Potentially significant impacts would be associated with the change in LOS at N. Ash Street / Vista Avenue and with the anticipated delays in service anticipated at both intersections (LLG, Traffic Impact Analysis, 2014, Appendix G).

a) Would the project conflict with an adopted plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

Less Than Significant With Mitigation. The TIA prepared for this project analyzed the near-term intersection operations, near-term street segment operations, highway capacity, traffic volumes associated with the Project + Adjacent Projects, and traffic volumes associated with the Project + future (cumulative) projects. Under the scenarios analyzed for Existing + Project + “Adjacent” Residential Projects; Existing + Project + Total Cumulative Projects; and for near-term and cumulative operations during the mid-afternoon time-frame; the project was found to result in potentially significant impacts to the intersections of N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue. The potentially significant impacts are associated with the anticipated change in LOS at N. Ash Street / Vista Avenue and with the anticipated delays in service anticipated at both intersections (LLG, Traffic Impact Analysis, 2014, Appendix G). Mitigation measures MM T-1 and MM T-2 discussed below provide for making improvements to both of

these intersections, for making associated street improvements, and for paying a fair-share contribution to signalize the intersection of N. Ash Street / Vista Avenue. Implementation of mitigation measures MM T-1 and MM T-2 will reduce the potential impacts to below significance.

b) Would the project conflict with an adopted congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the appropriate congestion management agency for designated roads or highways?

Less Than Significant With Mitigation. See XVI.a, above.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

No Impact. This project does not include any activities associated with air traffic.

d) Would the project substantially increase hazards due to a design feature (e.g., sharp curves of dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. The project design is consistent with City street design standards and this 16-unit residential development does not result in hazards related to design features.

e) Would the project result in inadequate emergency access?

No Impact. The project would require approval from emergency responders prior to construction and would incorporate any recommendations; however, the design is consistent with City street design and would not prevent emergency access to or from the development.

f) Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, pedestrian facilities, or other alternate transportation or otherwise decrease the performance or safety of such facilities?

No Impact. The closest public transportation access point is at North Broadway and Stanley Avenue, a North County Transit District bus route. Two proposed Class III bicycle routes (provides for shared use with pedestrian or motor vehicle traffic) and one Class II bicycle route (provides a striped lane for one-way bike travel on a street or highway adjacent to auto travel lanes) are within 0.25 mile of the project site. The performance or safety of these proposed routes/existing roads would not be affected by the construction or operation of the development.

Source(s): Traffic Impact Analysis (LLG, 2014); General Plan Update, Mobility and Infrastructure Element.

Transportation and Traffic Avoidance, Minimization, and Mitigation. Two potentially significant impacts to transportation and traffic associated with the intersections listed below were determined based on the significance criteria thresholds:

1. N. Ash Street / Lehner Avenue
2. N. Ash Street / Vista Avenue

The following mitigation measures are included to mitigate potential impacts to below significance:

MM T-1: N. Ash Street / Lehner Avenue - The applicant shall improve this intersection prior to construction of the 40th dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).

MM T-2: N. Ash Street / Vista Avenue - The applicant shall improve this intersection with dedicated turn lanes on all approaches prior to construction of the 40th dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). School related signing and striping should be implemented at the intersection per the MUTCD. The developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction.

MM T-3: No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods

MM T-4: Provide a 4 foot wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue.

MM T-5:

Prior to the issuance of a building permit, the applicant shall deposit with the City a Fair Share Contribution for the construction of a traffic signal at the N. Ash Street/Vista Avenue intersection to the satisfaction of the City Engineer.

XVII. Utilities and Service Systems

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVII. Utilities and Service Systems Discussion:

In the proposed Development Agreement for the project, the City acknowledges that it will have sufficient capacity in its infrastructure services and utility systems, including, flood control, sewer collection, sewer treatment, sanitation service and, except for reasons beyond the City's control, water supply, treatment, distribution and service, to accommodate the project. To the extent that the City renders such services or provides such utilities, the City agrees that it will serve the project and that there shall be no restriction on connections or service for the project except for reasons beyond the City's control. However, the City has indicated that it can guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the project for only one year from the Effective Date pursuant to the project's Development Agreement. As part of the City's standard agreement language, the City will only guarantee one year of service to protect against instances where an approved project's construction phase is postponed to a future time where capacity has eventually decreased to inadequate levels. Consultation with the City's sewer plant engineer has verified that current capacity is more than adequate to service the project and is projected to remain adequate for approximately 10 years based on current demand and anticipated growth.

The Development Agreement for Tract 889 (a development previously approved by the City) located just west of the subject property requires Tract 889 to install a 12" water line in Stanley Avenue. The proposed development would benefit from the installation of that water line and the project's Development

Agreement provides for the reimbursement of funds to the owner of Tract 889 for the installation of the 12" water line in Stanley Avenue in amount of \$3,555 per unit.

New easements, as needed, will be provided for underground drainage, water, sewer, gas, electricity, telephone, cable, and other utilities and facilities.

a) Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Less Than Significant Impact. The project would require adequate sewer and treatment services for the proposed 16 single-family residential units. These services would be provided by existing City utility lines with approval by the City Engineer and in accordance with applicable Master Plans. The City has acknowledged that sufficient capacity for sewer collection, sewer treatment and sanitation service for the project will exist as of the Effective Date per the project's Development Agreement and will guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the project for one year from the Effective Date. As discussed above, the City has determined that it has more than adequate capacity to support the project, provided project construction is completed within the next 10 years. The project would have no additional wastewater treatment elements that could exceed Regional Water Quality Control Board requirements.

b) Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact. Per the Project's Development Agreement with the City, the project will provide a reimbursement of \$3,555 per unit for construction of a new 12" water line within Stanley Avenue between Ash Street and Conway Drive. The project's contribution to construction of the new water line will provide adequate water supply and capacity to support the project and reduce potential impacts to a level below significance. No significant effects will occur from construction of the new water line that will take place within an existing street.

c) Would the project require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact. The project would incrementally increase the amount of surface runoff as a result of additional pavement and hardscaped surfaces created by the development and road improvements. The project proposes two on-site bioretention basins, which would collect and treat the runoff generated by the development before releasing it. The City has indicated that existing capacity is adequate to serve the project's storm water needs. The existing road drainage facilities are adequate to provide conveyance of increased storm water flows due to the minor road improvements. In addition, the project will contribute to new off-site drainage improvements through payment of a Community Benefit Fee/Infrastructure Deficiency Fee. Consequently, potential impacts would be less than significant.

d) Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

No Impact. According to the City of Escondido General Plan Figure III-12, the project is within the City of Escondido Utilities Department Water Service Area. Sufficient water supplies are available to serve the project from existing entitlements and resources. To ensure adequate supply and service, the project would comply with all applicable design criteria of the City of Escondido 2012 Water Master Plan. In addition, the project would pay Development Impact Fees upon issuance of building permits to offset any potential impacts to water supply infrastructure.

e) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less Than Significant Impact. According to the City of Escondido General Plan Figure III-14, the project is within the Escondido Sewer Service Area boundary and is identified as a future sewer service area in Figure 2-8 of the Escondido Wastewater Master Plan. The project would create an incremental increased demand on sewer service systems that would be offset by development impact fees including the Wastewater Connection Fee.

f) Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

No Impact. Escondido Disposal (EDCO) would provide the project with solid waste services. Solid waste would be taken to one of several transfer stations in the area and then disposed of at the Sycamore Landfill in Santee, California. According to the County of San Diego Countywide Integrated Waste Management Plan, this landfill has sufficient capacity to accommodate the project's solid waste.

g) Would the project comply with federal, state, and local statutes and regulations related to solid waste?

No Impact. The project would produce solid waste associated with both the construction and occupancy phases of the project. Both phases would implement required solid waste reduction measures to reduce the amount of waste generated, reuse and/or recycle materials to the greatest extent feasible, utilize materials made of post-consumer materials where possible, and dispose of solid waste at an appropriate facility in compliance with all federal, state, and local statutes and regulations.

Source(s): Citywide Facilities Plan (City of Escondido, 2009); City of Escondido General Plan (City of Escondido, 2013); Countywide Integrated Waste Management Plan (County of San Diego, 2012); Fee Guide For Development Projects (City of Escondido, 2013); Field Investigation; Project Description; Wastewater Master Plan (City of Escondido, 2012); Water Master Plan (City of Escondido, 2012); Water Quality Technical Report (BHA, Inc., 2013).

XVIII. Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

XVIII. Mandatory Findings of Significance Discussion:

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant With Mitigation. Implementation of City requirements to replace the 30 mature trees to be removed at a one-to-one (1:1) ratio and the 4 protected trees at a 2:1 ratio for a total of 38 replacement trees would reduce the impacts from loss of this resource (**MM BIO-1**). The project would result in potential impacts to raptors and nesting birds. Any project activity that has a potential to directly adversely affect raptors and nesting birds (e.g., removal of a nest) would implement **MM BIO-2 and 3** to ensure no impact would occur to nesting birds and to ensure trees removed from the site for construction would be replaced. Potential off-site water quality impacts that could affect wildlife are addressed through the implementation of **MM BIO-4**. Impacts to NNG would be mitigated by the purchase of off-site credits at the Daley Ranch Mitigation Bank at a 0.5:1 ratio per the City's Draft Subarea Plan, as required by **MM BIO-5**.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less Than Significant With Mitigation. No impacts were identified as potentially cumulatively significant except for traffic impacts associated with a potential decrease in LOS at the intersections of N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue as discussed in the Transportation and Traffic section above (LLG, Traffic Impact Analysis, 2014, Appendix G).

Therefore, mitigation measure **MM T-1 through 5** will be implemented to ensure this impact is reduced below significance. Incremental increases in impacts to the environment (e.g., air, biological resources, land use, etc.) are within the thresholds set by the City's General Plan and supporting planning documents.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant With Mitigation. Potential significant impacts associated with construction noise have been identified. Implementation of **MM N-1 through 8** will reduce these potential adverse effects on human beings to below significance. In addition, project activities that have a potential to adversely affect human beings (e.g., potential for spill during construction) would implement BMPs to ensure no impact would occur.

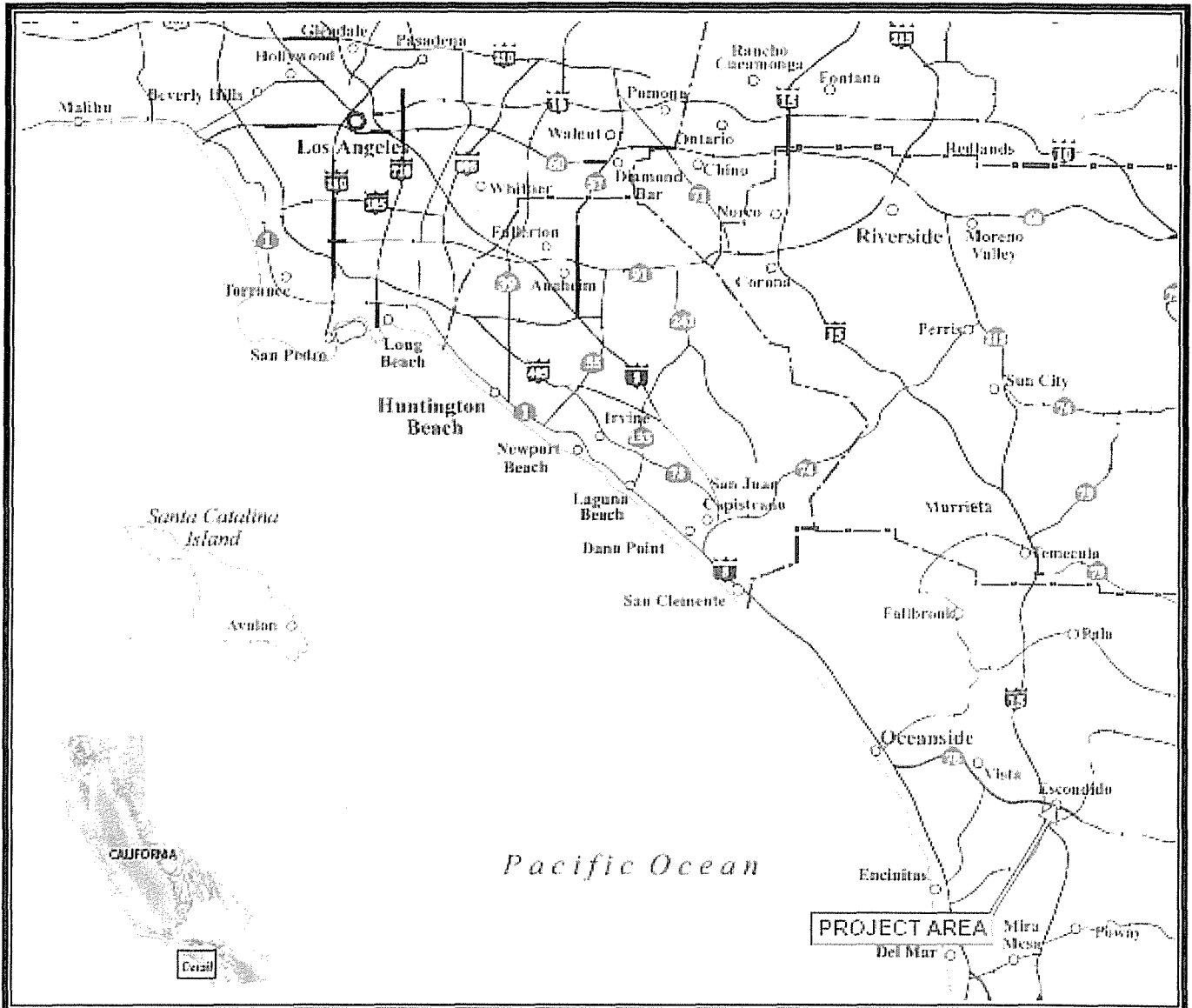
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Appendix A

Figures



APN 224-142-13, 14

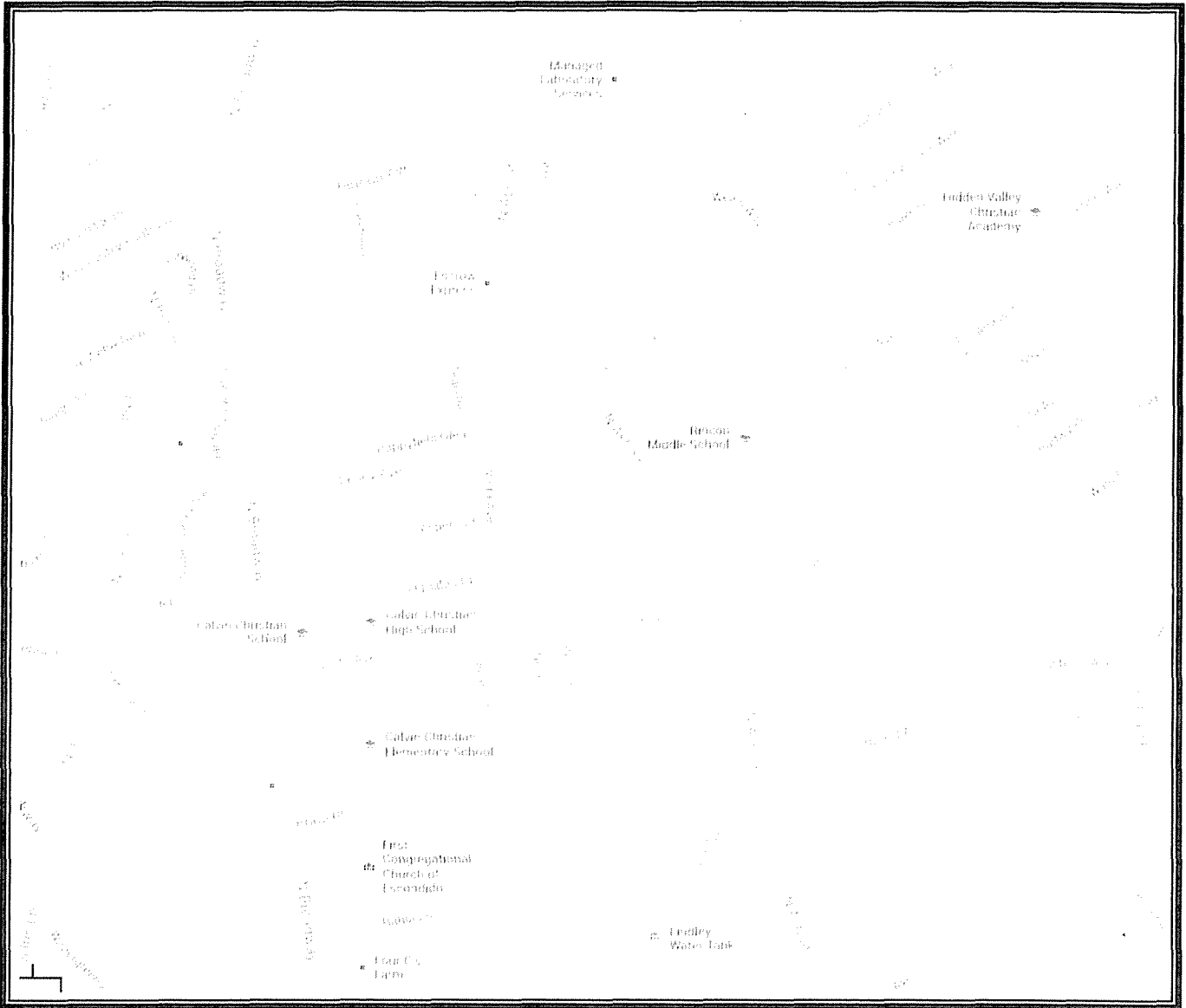
Regional Map



Not to scale

VCS ENVIRONMENTAL
 30900 Rancho Viejo Road, Suite 100
 San Juan Capistrano, CA 92675
 (949) 489-2700
 Fax (949) 489-0309

FIGURE 1



APN 224-142-13, 14

Vicinity Map

Data Source: Google Maps

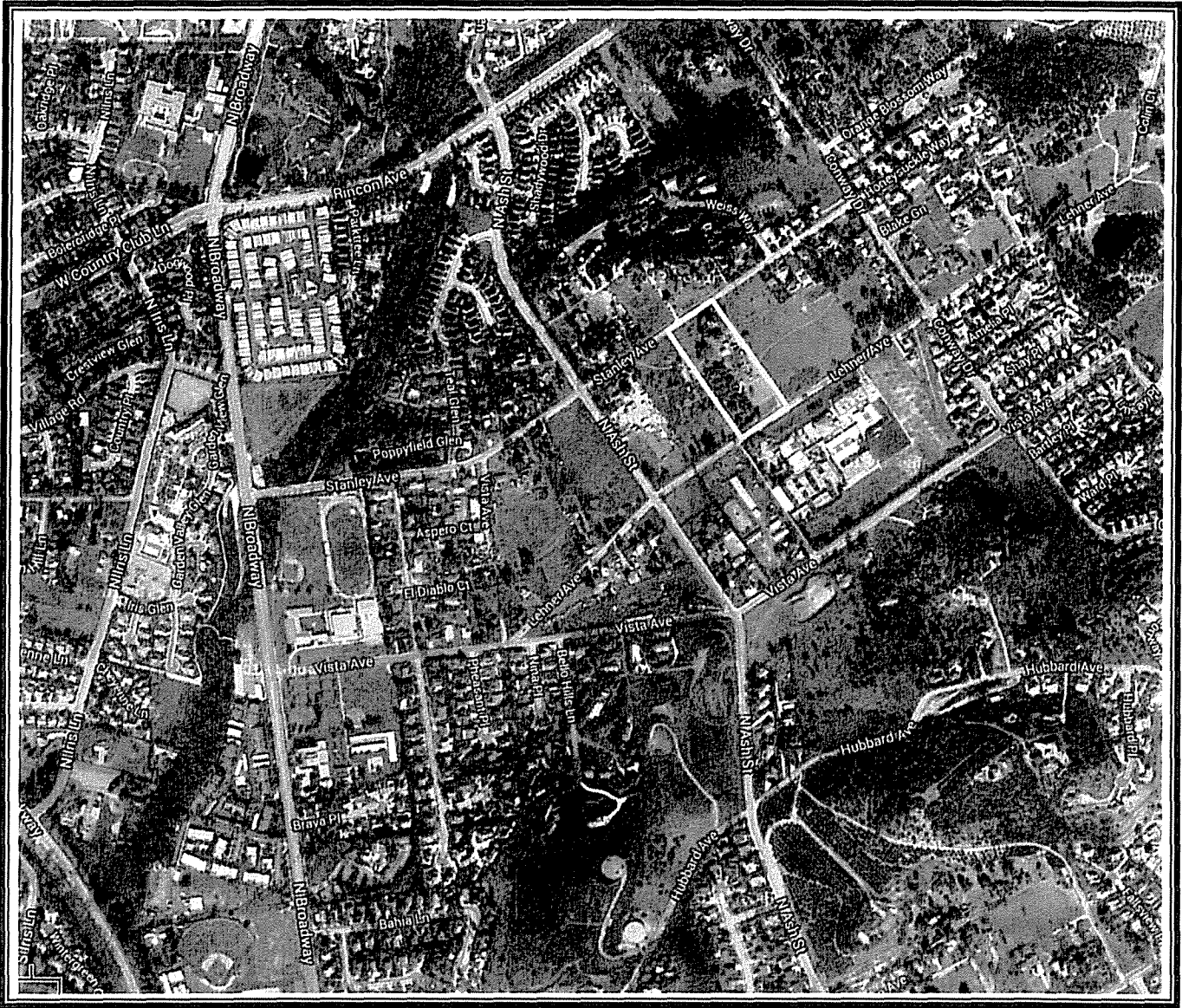
Approximate Project Boundary



Not to scale

VCS ENVIRONMENTAL
 30900 Rancho Viejo Road, Suite 100
 San Juan Capistrano, CA 92675
 (949) 489-2700
 Fax (949) 489-0309

FIGURE 2



APN 224-142-13, 14

Aerial Map

Data Source: Google Earth

Approximate Project Boundary



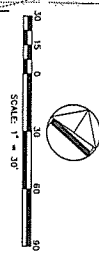
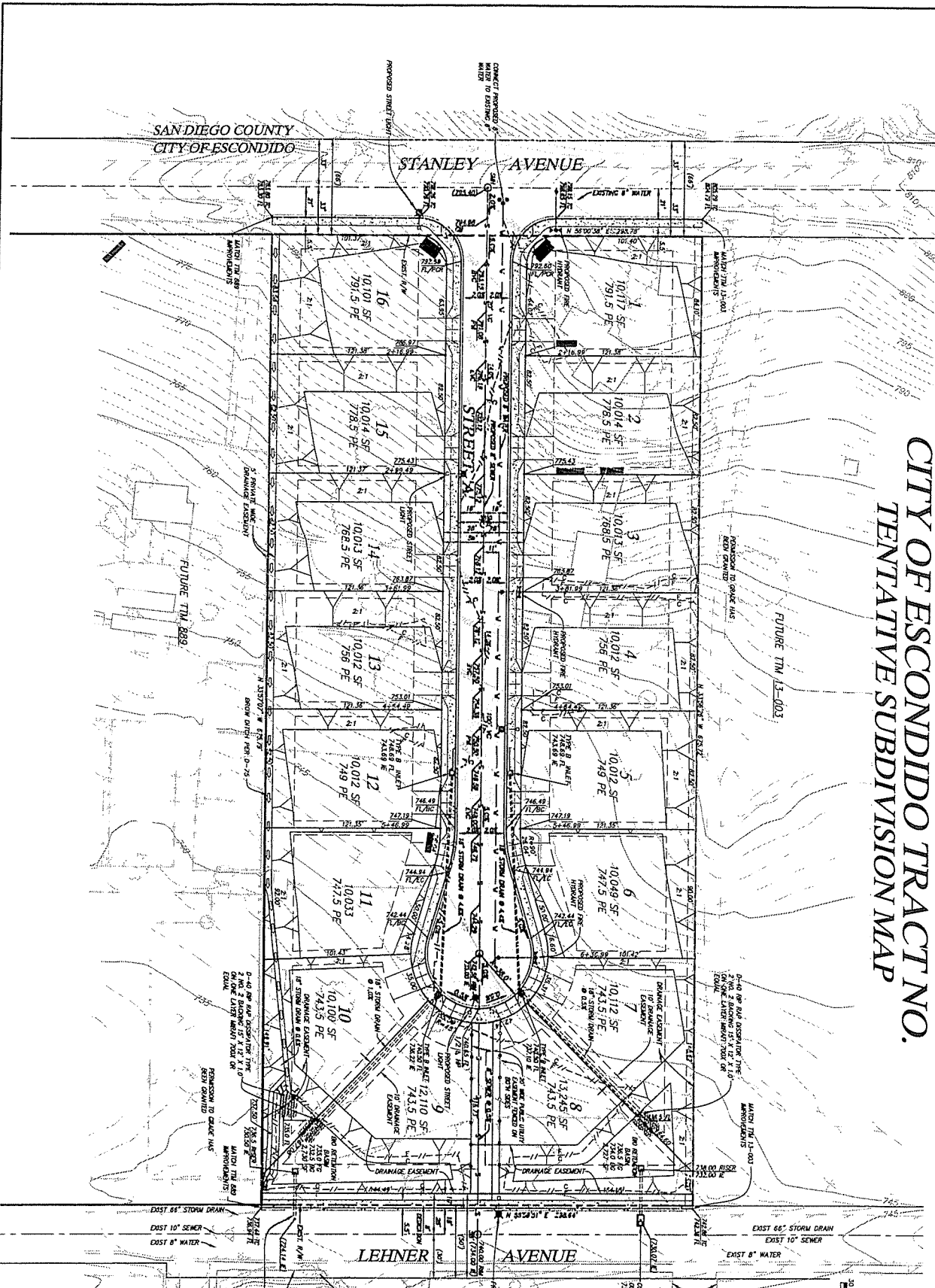
Not to scale

VCS ENVIRONMENTAL
 30900 Rancho Viejo Road, Suite 100
 San Juan Capistrano, CA 92675
 (949) 489-2700
 Fax (949) 489-0309

FIGURE 3

CITY OF ESCONDIDO TRACT NO. TENTATIVE SUBDIVISION MAP

SHEET 2 OF 2



Bhalinc
 CIVIL ENGINEERING, CEM ENGINEERING, SURVEYING
 5115 AVENIDA EDWARDS
 CARLSBAD, CA 92008-4337
 (760) 931-8700

Bill Martin

From: Patricia Borchmann <patriciaborchmann@gmail.com>
Sent: Tuesday, May 20, 2014 10:33 AM
To: Jay Petrek
Cc: Barbara Redlitz; Bill Martin; Ed Domingue; Patricia Borchmann
Subject: The 2 Subdivisions for Planning Commission May 27, 2014 (in N.Broadway Deficiency Area)

Thank you for contacting me by phone late yesterday afternoon about the multiple projects in North Broadway Deficiency Aarea. With so many projects under same ownership (Pacific Land Investors) all being processed at various stages (which are all within the North Broadway Deficiency Area), cases are easily confused !

To confirm, these are the 2 subdivisions currently scheduled for Planning Commission next Tuesday (May 27, 2014), which are either currently in, or have just completed the public review/comment period on the Mitigated Negative Declarations last Monday May 19, 2014 - (Cases and), is that correct?

For the Planning Commission Staff Reports being prepared for both cases (May 27, 2014 PC Mtg), I feel it is important, and essential to address the larger infrastructure needs in North Broadway Deficiency Area (NBDA), which will be affected by both pending subdivisions. My concern pertains to the Council's recent action to accept reduced Deficiency Fees/unit when Council authorized initiation of Annexation(s) on other PLI-owned parcels in the NBDA.

As you recall, Council's action to allow deficiency fee reductions at that time was NOT included in project description(s), OR PROJECT ANALYSES when Annexation(s) were initiated, so at that time I posed an objection that Council's action exceeded the scope of authority, and I still assert a General Plan Amendment (GPA) to the 2012 Growth Management Policies/Implementation Plan would be a necessary undertaking.

There is an obvious NEXUS BETWEEN major infrastructure gaps and deficiencies pertaining to these 2 subdivisions going to Planning Commission (primarily drainage, traffic; and secondary tier deficiency impacts to schools, and all public services), and the larger infrastructure deficiencies in North Broadway Deficiency Area NBDA.

While attorney Dave Ferguson successfully persuaded Council to accept deficiency fee reductions (approx. \$5,000 per lot) when the first new Annexation was initiated for processing in early 2014, it is still worth debating whether those deficiency fee reduction(s) OR CITY SUBSIDY WAS meant to apply to all the P.L.I.-owned PROPERTIES. Because I attended that meeting and spoke on this specific topic a few months ago, I clearly recall how Dave Ferguson's proposal to reduce deficiency fees (from \$17,000 to 12,000 per lot) was only presented as a spontaneous proposal, and it was not based on any sophisticated fiscal analysis of City wide deficiencies, or deficiencies in North Broadway Deficiency Area (NBDA), or potential impacts to City's infrastructure needs, or future budget(s).

I assert that the action taken by Council when the first 2014 Annexation was initiated a few months ago, that the cumulative fiscal impact of that action was never fully understood, or evaluated, or meant to apply to a total of 688 potential new lots within NBDA. This 'is a serious fiscal issue that needs to be resolved sooner, rather than later ! Analysis to address these issues I believe should be included in Staff Report(s) for next Tuesday's Planning Commission meeting, where both subdivisions will be considered.

The REASON this IS RELEVANT NOW TO THE MITIGATED NEGATIVE DECLARATIONS prepared for both cases, is the CEQA standard about whether **'there is any new information now available, which could not have been considered or evaluated earlier when previous environmental review was performed,** or some similar language in CEQA.

For both these subdivisions, the answer is YES. The highly relevant NEW INFORMATION consists of the 2012 FEMA map update(s), which resulted in maps reflecting more severe flooding patterns in NBDA. The 2012 updated FEMA maps pertaining to NBDA indicate a need for greater flood control remedial work is necessary than was previously recognized (or analyzed), including replacement of the undersized box culvert under Centre City Parkway !!!

Despite City Council's cavalier action to reduce deficiency fees when the first 2014 Annexation was initiated a few months ago, it would be irresponsible to ignore this important issue, or to 'keep digging a deeper fiscal hole' caused by a readily FORESEEABLE SUBSIDY problem, or making known deficiencies even worse.

If possible, please contact me after you confirm with Engineering about the 2012 FEMA map update, and the undersized box culvert under Centre City Parkway, and an updated fiscal/engineering analysis of Deficiency Fees for North Broadway Deficiency Area.

It is suggested that both these cases may need to be withdrawn from Tuesday's Planning Commission, and rescheduled in order to resolve READILY FORESEEABLE on, and off-site drainage and traffic issues.

Thank you for consideration. Questions? Call me at 760 580 7046.

Patricia Borchmann

RESOLUTION NO. 2014-59

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A 16-LOT RESIDENTIAL
TENTATIVE SUBDIVISION MAP WITH
GRADING EXEMPTIONS

Case No. SUB 13-0010

WHEREAS, on May 27, 2014, the Planning Commission considered and recommended approval of the application for a proposed 16-lot Tentative Subdivision Map with five Grading Exemptions for fill slopes up to 20 feet in height for the development of 16 single-family residences on approximately 4.63-acres of land generally located on the southern side of Stanley Avenue and northern side of Lehner Avenue, between Conway Drive and Ash Street, addressed as 839 Stanley Avenue and 926 Lehner Avenue, more particularly described in Exhibit "C" and incorporated by this reference; and

WHEREAS, the City Council has reviewed the request for the Tentative Subdivision Map, and has reviewed and considered the Mitigated Negative Declaration (Case No. SUB 13-0010) prepared for the project, and has determined the project would not have any significant impacts to the environment since all project related impacts have been mitigated; and

WHEREAS, Ordinance No. 78-2 enacted pursuant to Section 65974 of the California Government Code and pertaining to the dedication of land and fees for school facilities has been adopted by the City of Escondido; and

WHEREAS, this City Council has considered the request, the staff report, the recommendations of the Planning Commission and the appropriate agencies, and

public testimony presented at the Council hearing and incorporates by reference the findings made in the Council report; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Tentative Subdivision Map as reflected in the staff reports, and on plans and documents on file in the offices of the City Clerk and Planning Division;

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

1. That the above recitations are true.
2. That the City Council has reviewed and considered the Mitigated Negative Declaration, the staff reports, and has heard and considered testimony given at the public hearing, and certifies the project would not result in any significant impacts to the environment because all previously identified impacts have been mitigated to less than a significant level.
3. That the Findings of Fact, attached as Exhibit "A" and incorporated by this reference, were made by said Council.
4. That upon consideration of the Findings, all material in the staff report (a copy of which is on file in the Planning Division), public testimony presented at the hearing, and all other oral and written evidence on this project, this City Council approves the Tentative Subdivision Map (Case No. SUB 13-0010) as reflected on plans and documents on file in the offices of the City Clerk and Planning Division, and subject to Conditions of Approval set forth as Exhibit "B" and incorporated by this reference.
5. That this Tentative Subdivision Map shall be null and void unless a Final

Map, conforming to the Tentative Subdivision Map and all required conditions, is filed within the five-year term of the associated Development Agreement, or unless an Extension of Time is granted pursuant to Section 66452.6 of the California Government Code.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 66020(d)(1):

1. NOTICE IS HEREBY GIVEN that the project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Community Development Department and Public Works Department. The project is also subject to dedications, reservations, and exactions, as specified in the Conditions of Approval.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020.

**FINDINGS OF FACT
SUB 13-0010
EXHIBIT "A"**

Tentative Map

1. The proposed map is consistent with the guidelines of the General Plan, Zoning Ordinance and Subdivision Ordinance that permit discretion in unique circumstances for infill developments that meet the development standards for the zone and land use designation in which they are located. This allows a project density of 3.45 units per net acre where the Suburban designation of the General Plan would otherwise allow 3.3 units per acre.
2. The design and improvements of the proposed subdivision are consistent with the General Plan since the minimum lot sizes meet those identified in Suburban designation and the R-1-10 development standards established in the Zoning Ordinance.
3. The site is suitable for this residential type of development proposed since it is consistent with other approved subdivisions in the immediate area and the proposed Grading Exemptions will mostly be visible to future residents in the proposed development and adjacent approved development.
4. The site is physically suitable for the proposed density of approximately 3.45 units/acre since the design of the subdivision meets all requirements of the Suburban land use designation of the General Plan and the Zoning Code.
5. The design of the map and the type of improvements are not likely to cause serious public health problems since adequate water and sewer can be provided and the Development Agreement includes provisions for street and infrastructure upgrades in the immediate area.
6. The design of the map and the type of improvements will not conflict with any easements of record, of easements established through court judgments, or acquired by the population at large, for access through, or for use of the property within the proposed map since all existing easements and rights-of-way will be preserved.
7. All of the requirements of the California Environmental Quality Act have been met. It was found that the project will have potentially significant biological, noise and traffic/circulation impacts that can be reduced to below a level of significance with adopted mitigation measures.
8. The design of the map has provided, to the extent feasible, for future passive or natural heating or cooling opportunities. Landscaping shall provide passive cooling opportunities via shading of each unit.
9. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code will be obtained prior to recordation of the map or as otherwise specified in the Development Agreement.

Grading Exemptions

1. Granting the five proposed Grading Exemptions is consistent with the Grading Design Guidelines for the following reasons:
 - a. The proposed Grading Exemptions are for fill slopes up to 20 feet in height that are within 50' of an exterior property line and are generally located along the western side of the development and the side yards between building pads. These slopes would be partially screened by the homes that would be constructed in front of them as well as the homes on the adjacent Tract 889 development. Landscaping installed on the slopes would help soften the visual effect.

- b. The proposed fill slopes would be structurally stable since all slopes will be manufactured to a standard 2:1 inclination.
- c. The proposed design of the slopes would not adversely affect any adjoining septic systems since cut slopes are generally located in areas of the project where no impacts would occur to nearby septic systems. The proposed project will be provided with sewer service.
- d. The proposed slopes would not disturb the use of any adjacent property since they would not block existing views from adjacent parcels, disturb any utilities or drainage facilities, obstruct circulation patterns or access, nor preclude the future development of any adjacent parcel.

Development Agreement

1. The proposed Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan since there are no changes proposed to the General Plan land use designations or policies that affect development of the site, a Citywide Facilities Plan has been adopted to address infrastructure deficiencies on a citywide basis and the agreement has a provision for a community benefit that could not otherwise be required of the developer.
2. The proposed Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the property is located since the General Plan land use designation for the site is Suburban, which allows the number of dwelling units approved for the development in conformance with Subdivision Ordinance Section 32.202.03.
3. The proposed Development Agreement is in conformity with the public convenience and general welfare since the proposed agreement provides for construction of street and water line upgrades in the project area and payment of a fee needed to construct future improvements that resolve traffic and drainage infrastructure issues in the North Broadway area.
4. The proposed Development Agreement will not adversely affect the orderly development of property or the preservation of property values since the project will be developed in conformance with the existing General Plan designation on the property.
5. The proposed Development Agreement is consistent with Government Code Section 65864, which states that the lack of certainty in the approval of development projects can result in a waste of resources and escalated housing costs while discouraging comprehensive planning because the proposed agreement provides for a five-year term and provides certainty as to the payment and construction obligations for associated public improvements.

**CONDITIONS OF APPROVAL
SUB 13-0010
EXHIBIT "B"**

Project Mitigation Measures

1. **MM BIO-1:** Impacts to 30 mature trees shall be mitigated by replacement of 30 mature trees at a one-to-one (1:1) ratio with a minimum size of a 24-inch box, and the 4 protected trees shall be replaced at a 2:1 ratio with a minimum size of a 24-inch box for a total of 38 replacement trees.
1. **MM BIO-2:** A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the project site if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.
2. **MM BIO-3:** If project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist shall survey potential nesting vegetation within the project site for nesting birds, prior to commencing any project activity. Surveys shall be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings shall be submitted to the City for review and concurrence prior to conducting project activities. If no nesting birds were observed and concurrence was received, project activities may begin. If an active bird nest is located, the nest site shall be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area shall not be disturbed until after September 1 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work shall occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.
3. **MM BIO-4:** To address potential impacts to water quality that may affect offsite wildlife species, a construction SWPPP shall be developed to minimize erosion and identify specific pollution prevention measures that will eliminate or control potential point and nonpoint pollution sources on-site during and following the project's construction phase. The SWPPP shall meet the requirements of the Construction General Permit and shall identify potential pollutant sources associated with construction activities; identify non-storm water discharges; develop a water quality monitoring and sampling plan; and identify, implement, and maintain best management practices (BMPs) to reduce or eliminate pollutants associated with the construction site.
4. **MM BIO-5:** To compensate for the loss of 0.56 acres of NNG, the applicant shall purchase 0.28 mitigation credits from the Daley Ranch Bank or other approved mitigation bank.
5. **MM N-1:** The project Applicant and/or contractor shall ensure that all construction equipment has properly operating mufflers.
6. **MM N-2:** Noise and groundborne vibration construction activities whose specific location on the project site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses.
7. **MM N-3:** Construction activities associated with the proposed project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools.
8. **MM N-4:** The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.

9. **MM N-5:** The Applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who is responsible for responding to any concerns regarding construction noise and vibration. The liaison's telephone number(s) shall be prominently displayed at the project site. Signs shall also be posted at the project site that include permitted construction days and hours.
10. **MM N-6:** Construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).
11. **MM N-7:** The operation of construction equipment that generates high levels of vibration, such as large bulldozers and loaded trucks, shall be prohibited within 45 feet of existing nearby residential structures during construction of the proposed project. Instead, small bulldozers not exceeding 310 horsepower shall be used within this area during grading and excavation operations. The use of smaller bulldozers would result in vibration levels of 0.01 PPV at the residences located immediately to the east and west of the project site, which would not exceed Caltrans' "barely perceptible" vibration criteria for transient vibration sources.
12. **MM N-8:** Prior to the issuance of a certificate of occupancy, the Applicant shall ensure that all exterior windows associated with the proposed residential uses at the project site shall be constructed to provide a sufficient amount of sound insulation to ensure that interior noise levels would be below an L_{dn} or CNEL of 45 dB in any room.
13. **MM T-1:** N. Ash Street / Lehner Avenue - The applicant shall improve this intersection prior to construction of the 40th dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).
14. **MM T-2:** N. Ash Street / Vista Avenue - The applicant shall improve this intersection with dedicated turn lanes on all approaches prior to construction of the 40th dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). School related signing and striping should be implemented at the intersection per the MUTCD. The developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction.
15. **MM T-3:** No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods.
16. **MM T-4:** Provide a 4 foot wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue.
17. **MM T-5:** Prior to the issuance of a building permit, the applicant shall deposit with the City a Fair Share Contribution for the construction of a traffic signal at the N. Ash Street/Vista Avenue intersection to the satisfaction of the City Engineer.

Planning Division Conditions

1. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued, including any applicable City-Wide Facilities fees subject to the terms of the associated Development Agreement.
2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Division, Building Division, and Fire Department.

3. If blasting is required, verification of a San Diego County Explosives Permit and a copy of the blaster's public liability insurance policy shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
4. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
5. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
6. All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting) of the Escondido Zoning Code. All outdoor lighting shall be provided with appropriate shields to prevent light from adversely affecting adjacent properties.
7. The design of the project shall be in substantial conformance with the plans/exhibits and details in the staff report to the satisfaction of the Planning Division.
8. All new utilities shall be underground.
9. The City of Escondido hereby notifies the applicant that State Law (SB 1535) effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Game. If the project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with state law, the applicant should remit to the City of Escondido Planning Division, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to "County Clerk", in the amount of \$2,231.25 for a project with a Negative Declaration. These fees include an authorized County administrative handling fee of \$50.00. Failure to remit the required fees in full within the time specified above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. Commencing January 1, 2007, the State Clearinghouse and/or County Clerk will not accept or post a Notice of Determination filed by a lead agency unless it is accompanied by one of the following: 1) a check with the correct Fish and Game filing fee payment, 2) a receipt or other proof of payment showing previous payment of the filing fee for the same project, or 3) a completed form from the Department of Fish and Game documenting the Department's determination that the project will have no effect on fish and wildlife. If the required filing fee is not paid for a project, the project will not be operative, vested or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code).
10. All project generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
11. Three copies of a revised Tentative Map, reflecting all modifications and any required changes shall be submitted to the Planning Division for certification prior to submittal of grading and landscape plans and the final map.
12. All lots shall meet the lot area and average lot width requirements of the underlying R-1-10 zone. Conformance with these requirements shall be demonstrated on the Tentative Map submitted for certification, the grading plan and final map. Non-compliance with these minimum standards will result in revisions to the map.
13. Prior to submittal of building plans into plan check, the applicant shall submit a design review application package to the Planning Division with the appropriate fee. Building permits will not be issued until the lot plotting, home designs and project landscaping have been approved by Planning staff through design review.
14. No street names are part of this approval. A separate request shall be submitted prior to final map.
15. All habitable buildings shall be noise-insulated to maintain interior noise levels not exceeding 45 dBA or less.

16. Prior to recordation of the final map, two copies of the CC&Rs shall be submitted to the Planning Division for review and approval. The CC&Rs shall contain provisions for the maintenance of any common landscaping, walls, utility easements and pedestrian walkways, common drainage facilities, etc. to the satisfaction of the Planning and Engineering Divisions. A review fee established in the current fee schedule shall be collected at the time of submittal.
17. Prior to recordation of a final map, the applicant shall have the opportunity to annex into the Landscape Maintenance District for the ongoing maintenance of the landscaping along Stanley Avenue and Lehner Avenue. The establishment of the Landscape Maintenance District shall be noted in the CC&Rs for the project. These areas shall be placed in landscape and/or storm water easements if deemed appropriate by the Planning and Engineering Divisions.
18. All proposed grading shall conform with the conceptual grading as shown on the Tentative Map, or as otherwise specified in the Development Agreement. Five Grading Exemptions (all of which are for fill slopes that exceed 10 feet in height within 50 feet of the property boundaries) are approved for this project. The approved exemptions are listed below:

Lot 11:	13' fill slope (within 50' of exterior property line)
Lot 13:	13' fill slope (within 50' of exterior property line)
Lot 14:	14' fill slope (within 50' of exterior property line)
Lot 15:	13' fill slope (within 50' of exterior property line)
Lot 16:	20' fill slope (within 50' of exterior property line)
19. This Tentative Subdivision Map shall expire concurrent with the expiration of the Development Agreement if a final map has not been approved or an extension of time has not been granted.

Landscaping Conditions

1. Prior to occupancy, all perimeter, slope, front yard, and storm water landscaping shall be installed. All vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan. All irrigation shall be maintained in fully operational condition.
2. Seven copies of a detailed landscape and irrigation plan(s) shall be submitted prior to issuance of grading or building permits to the satisfaction of the Planning Division. A plan check fee based on the current fee schedule will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Water Efficient Landscape Regulations) of the Escondido Zoning Code. The plans shall be prepared by, or under the supervision of a licensed landscape architect.
3. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
4. Street trees shall be provided along each of the site's street frontages, in conformance with the Landscape Regulations and the City of Escondido Street Tree List. Trees within five feet of the pavement shall be provided with root barriers.
5. Details of project fencing and walls, including materials and colors, shall be provided on the landscape plans.

Fire Department Conditions

The following is a list of general requirements for the project. Plan submitted did not necessarily contain all the required information in order to conduct a complete plan check. There may be additional requirements based on the plans submitted in the future. Compliance with all conditions shall be to the satisfaction of the Fire Marshal.

Fire Protection Systems

1. NFPA 13 NFPA 13R NFPA 13D **automatic fire sprinkler system** will be required.
2. Sprinklers will be required on all overhangs exceeding four feet.
3. Fire hydrants capable of delivering 1,500 GPM 2,500 GPM at 20 PSI residual pressure are required every 500 feet 300 feet other _____ High wild land fire area. Reduction may be considered for sprinklers.

Access

4. Access roads exceeding 20% slope are not allowed. Homes with driveways exceeding 15% will require Portland cement with rake or broom finish.
5. Speed humps/bumps will not be allowed.
6. Minimum radius for a cul-de-sac must be 36 feet.
7. All-weather paved access, able to support the weight of a fire engine (50K lbs.) and approved fire hydrants must be provided prior to the accumulation of any combustible materials on the job site.
8. A 28-foot inside turning radius is required on all corners.
9. 13'6" vertical clearance must be provided in all access and driveway areas. Trees that obstruct the vertical clearance or access width must be trimmed or removed and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted.
10. If 100' Fuel Modification Zone is not possible the minimum setback between structures and native vegetation is 30'. To mitigate for 100' Fuel Modification Zone see below.
11. The Fuel Modification Zones must be permanently marked and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted to the Planning Division.
12. Homes located in or adjacent to a very high fire severity zone will require enhanced building construction. Please see list below.

To mitigate for the reduction of a 100' fuel modification zone, the following conditions are required:

- a. Exterior windows, window walls, glazed doors, and glazed openings within exterior doors must be insulating-glass units with a minimum of one tempered pane, or glass block units, or have a fire resistance rating of not less than 20 minutes, when tested according to ASTM E 2010. Skylights must be tempered glass or Class "A" rated assembly.
- b. Roofs shall have a Class "A" roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the spaces must be constructed to prevent the intrusion of flames and embers, be stopped with approved materials or have one layer of No. 72 cap sheet installed over the combustible decking.

- c. Exterior wall surfaces must comply with provisions of the 2010 CBC and the following requirements: the exterior wall surface must be of a non-combustible material. In all construction, exterior walls are required to be protected with 2-inch nominal solid blocking between rafters at all roof overhangs, or in the case of enclosed eaves, terminate at the enclosure.
- d. Roof and attic vents, when required by Chapter 15 of CBC, must resist the intrusion of flame and embers into the attic area of the structure, or must be protected by corrosion-resistant, non-combustible wire mesh with ¼ inch (6mm) openings or its equivalent. Vents must not be installed in eaves and cornices. Eaves and soffits must be protected by ignition-resistant materials or noncombustible construction on the exposed underside.
- e. Exterior door assemblies must be of approved non-combustible construction, or solid-core wood stiles and rails not less than 1 ¾ inches thick with interior field panel thickness of no less than 1¼ inches or have a fire protection rating of not less than 20 minutes when tested according to ASTM E 2074. Windows within doors and glazed doors must comply with the above glazing requirements. CBC 708A.3
- f. Paper-faced insulation is prohibited in attics and ventilated spaces.
- g. Gutters and downspouts must be constructed of non-combustible material. Gutters must be designed to reduce the accumulation of leaf litter and debris that contribute to roof edge ignition.
- h. Fencing attached to or immediately adjacent to structures which face wildland fuels must have the first five inches constructed of non-combustible heavy timber, or fire retardant pressure-treated wood or materials.
- i. Exterior balconies, carports, decks, patio covers, unenclosed roofs and floors, and other similar architectural appendages and projection, where any portion of such surface is within 10 feet of the primary structure must be on non-combustible construction, fire retardant treated wood, heavy timber construction, or one-hour fire resistive construction.

**ENGINEERING CONDITIONS OF APPROVAL
ESCONDIDO TRACT NUMBER SUB 13-0010
926 Lehner Avenue and 839 Stanley Avenue**

GENERAL

1. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of this Subdivision.
2. No Building Permits shall be issued for any construction within this Subdivision until the Final Subdivision Map, unless allowed under provisions of the Development Agreement for the project.
3. If site conditions change adjacent to the proposed development prior to completion of the project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
4. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
5. The engineer shall submit to the Planning Department a copy of the Tentative Map as presented to the Planning Commission and the City Council. The Tentative Map will be signed by the Planning Department verifying that it is an accurate reproduction of the approved Tentative Map and must be included in the first submittal for plan check to the Engineering Department.
6. Grading and frontage improvements for this project is proposed to be combined with the adjoining developments within Stanley/ Lehner block, and designed and constructed as one project with common storm water treatment facility. If the developer choses to combine project improvements, City Engineer will determine the extent and timing of onsite and offsite improvement requirements that shall be completed based on the provisions of Development Agreement, project conditions, traffic mitigation measures and storm water treatment facilities requirements.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be constructed to City Standards as required by the Subdivision Ordinance in effect at the time of the Tentative Map approval, in accordance with the project's master and precise plan and to the satisfaction of the City Engineer.

2. The developer shall construct frontage street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets:

<u>STREET</u>	<u>CLASSIFICATION</u>
Stanley Avenue	Local Collector
Street "A"	Residential Cul- De-Sac
Lehner Avenue	Residential

See appropriate typical sections in the current Escondido Design Standards for additional details.

3. The developer shall be responsible to construct frontage (half street plus 12 feet) improvements on Stanley Avenue and Lehner Avenue to designated street classification standards and to the satisfaction of the City Engineer.
4. The developer shall construct offsite improvements on Stanley Avenue (half street plus 12 feet, along the frontages of APN #224-14-21, 23, 24, 30 and 34 to Local Collector Standards and to the requirements of the City Engineer. Frontage improvements along offsite properties shall also include street lighting, parkway landscaping and replacement of private improvements.
5. The developer shall be responsible for design and construction of the following offsite improvements in accordance with the provisions of the project Development Agreement, traffic mitigations and to the satisfaction of the City Engineer:
 - a) Intersection of Vista Avenue and Ash Street.
 - b) Intersection of Lehner Avenue and Ash Street
 - c) Ash Street roadway segment, between Stanley Avenue and Vista Avenue to provide adequate transition lanes for the intersection improvements.
 - d) Pedestrian walkway (4 feet wide) along Conway Drive between Rincon Avenue and Rincon School.
6. If the project developer combines project improvements with adjoining projects, a 4 foot wide pedestrian walkway shall be designed and constructed to complete pedestrian travel way along Ash Street between Vista Avenue and Sheridan Avenue.

7. Public Utilities Easement access road shall include 10 feet of paved roadway with 6 feet of gravel of ground cover on each side within a 22 foot wide public utilities easement.
8. The project entrance shall be designed as a street intersection with curb returns, cross gutters and spandrels, sidewalk ramps, etc. with a minimum throat width of 36 feet.
9. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved roadways within and outside school zone. The developer will be responsible for removal of all existing and construction of all new signing and striping to the satisfaction of the City Engineer.
10. Adequate horizontal sight distance shall be provided at project entrance on Escondido Boulevard in accordance with the requirements of the City Engineer.
11. The address of each dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer and Fire Marshal.
12. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for construction within the public right-of-way.
13. Construction traffic is restricted during School peak hours 7:00 to 8:30 am and 2:00 to 3:30 pm, unless a traffic management plan that proposes no conflict between construction and school traffic is approved by the City Engineer prior to issuance of Encroachment permit.
14. Pedestrian access routes shall be provided into the project and from project to Rincon School shall be provided to the satisfaction of the City Engineer.
15. The developer shall be required to construct City standard LED street lighting along all project frontage and along Street "A" in accordance with the requirements of the City Engineer.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report and on the grading plan, that he/she has reviewed the grading and retaining wall design and found it to be in conformance with his/her recommendations.

2. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.
3. Cut slope setbacks must be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.
4. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
5. A General Construction Activity Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one (1) or more acres.
6. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
7. All existing foundations and structures, other than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site.
8. Unless specifically permitted to remain by the County Health Department, any existing wells within the project shall be abandoned and capped, and all existing septic tanks within the project shall be pumped and backfilled per County Health Department requirements.
9. The developer will be required to obtain permission from adjoining property owners for any off-site street improvements, grading and slopes necessary to construct the project and/or the required improvements.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the Developer's engineer. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. The Water Quality

Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.

3. All storm water treatment and retention facilities and their drains including the bio-retention basins, the permeable paver areas and their gravel HMP underground storage basins shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner's Association. Provisions stating this shall be included in the CC&Rs.
4. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement. This Agreement shall be referenced in the CC&Rs.
5. All storm drain systems within the project are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner's Association. Provisions stating this shall be included in the CC&Rs.

WATER SUPPLY

1. All public water improvements shall be designed to the satisfaction of the Utilities Engineer.
2. Required water main improvements shall include:
 - a) Design and construction of a 24 inch P.V.C. water main on Conway Drive between Lehner Avenue and Stanley Avenue.
 - b) Design and construct a 12 inch P.V.C. water main on Stanley Avenue from proposed 24 inch water main on Conway to existing water main on Ash Street.
 - c) Design and construct a 8" PVC public water main looped between the proposed 12 inch water main on Stanley to existing water main on Lehner. Avenue.

All water improvements shall be designed and bonded prior to approval of the final map and completed prior to issuance of first building permit or as determined by the Utilities Engineer.

3. Fire hydrants shall be installed at locations approved by the Fire Marshal.

SEWER

1. All sewer main extensions and the location and sizing of mains shall be to the satisfaction of the Utilities Engineer.
2. Required sewer improvements include:
 - a) Design and construct an 8-inch PVC public main on Street "A", between Stanley Avenue and Lehner Avenue. The required sewer shall include a sewer man hole at

the intersection of Stanley Avenue and Street "A" with stubs for future connection for the properties to the east.

3. No trees or deep rooted bushes shall be planted within 10' of any sewer main or lateral.
4. All on-site sewer laterals will be considered a private sewer system. The Home Owners' Association will be responsible for all maintenance and repair of these laterals. This shall be clearly stated in the CC&R's.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. The developer shall make all necessary dedications for public rights-of-way on the following streets contiguous to the project to bring the roadways to the indicated classification.

<u>STREET</u>	<u>CLASSIFICATION</u>
Stanley Avenue	Local Collector
Street "A"	Residential Cul- De-Sac
Lehner Avenue	Residential

2. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.
3. Necessary public utility easements for sewer, water, and storm drain shall be granted to the City on the Final Map. The required easement width between Street "A" cul-de-sac and Lehner Avenue shall be 22 feet wide.
4. The developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the final map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed.
5. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.

REPAYMENTS, FEES AND CASH SECURITIES

1. A repayment of \$2,367.00 is due to the City of Escondido for existing improvements approved for repayment by Resolution 87-126 and that will serve this development.

2. A repayment of \$2,364.00 is due to the City of Escondido for existing improvements approved for repayment by Resolution 87-126 and that will serve this development
3. A repayment of \$5,142.14 is due to the City of Escondido for the existing improvements approved for repayment by Resolution 91-385 and that will serve this development.
4. A repayment of \$5,135.26 is due to the City of Escondido for the existing improvements approved for repayment by Resolution 91-385 and that will serve this development.
5. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the Director of Engineering Services.
6. The developer shall be required to pay all development fees of the City then in effect at the time, including North Broadway Deficiency Fee, and in such amounts in accordance with the provisions of the Development Agreement.

CC&R's

1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The developer shall make provisions in the CC&R's for maintenance by the homeowners' association of all parkway landscaping and irrigation (along Street "A", Lehner Avenue and Stanley Avenue), storm drain system in Street "A" and within subdivision boundaries, storm water treatment basins and facilities, sewer laterals, common open spaces, including public utilities easement area and access road. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Water Quality Technical Report for the project.
4. The CC&R's must state that the Property Owners' Association assumes liability for damage and repair to City utilities in the event that damage is caused by the Property Owners' Association when repair or replacement of private utilities is done.

5. The CC&R's must state that (if stamped concrete or pavers are used in the private street) the Property Owners' Association is responsible for replacing the pavers and/or stamped concrete in kind if the City has to trench the street for repair or replacement of an existing utility.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance.
2. All new dry utilities to serve the project shall be constructed underground.
3. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

EXHIBIT "C"

SUB 13-0010

LEGAL DESCRIPTION

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

PARCEL 1: (APN: 224-142-14-00)

ALL THAT PORTION OF LOT K IN BLOCK 418 OF A RESUBDIVISION OF BLOCKS 418 AND 419 OF THE RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JANUARY 21, 1913, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT K; THENCE SOUTH 55°36'00" WEST ALONG THE SOUTHEASTERLY LINE THEREOF 149.23 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 34°22'00" WEST 554.71 FEET; THENCE NORTH 67°00'40" EAST 152.23 FEET TO THE NORTHEASTERLY LINE OF SAID LOT K; THENCE SOUTH 34°22'00" EAST ALONG SAID NORTHEASTERLY LINE 524.59 FEET TO THE POINT OF BEGINNING.

PARCEL 1A:

AN EASEMENT AND RIGHT OF WAY FOR WATER LINE OVER THE NORTHEASTERLY 5 FEET OF LOT K IN BLOCK 416 OF RANCHO RINCON DEL DIABLO, ACCORDING TO MAP THEREOF NO. 1520, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THAT PORTION LYING WITHIN PARCEL 1 ABOVE DESCRIBED.

PARCEL 1B:

THE RIGHT AND EASEMENT TO TAKE WATER FROM THE EXISTING WELL AS SAID EXISTED ON OCTOBER 21, 1964, WHICH IS LOCATED WITHIN THE FOLLOWING DESCRIBED LAND.

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT K; THENCE SOUTH 55°36'00" WEST ALONG THE SOUTHEASTERLY LINE THEREOF 149.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 55°36'00" ALONG SAID SOUTHEASTERLY LINE OF LOT K, 10 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 34°22'00" WEST 25 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT K, 10 FEET; THENCE SOUTHEASTERLY 25 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: (APN: 224-142-13-00)

LOT "K", BLOCK 418, RESUBDIVISION OF BLOCKS 418 AND 419 OF RANCHO RINCON DEL DIABLO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY JANUARY 21, 1913.

EXCEPTING THEREFROM ALL THAT PORTION OF LOT K IN BLOCK 418 OF A RESUBDIVISION OF BLOCKS 418 AND 419 OF THE RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JANUARY 21, 1913, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT K; THENCE SOUTH 55°36'00" WEST ALONG THE SOUTHEASTERLY LINE THEREOF 149.23 FEET; THENCE LEAVING SAID

SOUTHEASTERLY LINE NORTH 34°22'00" WEST 554.71 FEET; THENCE NORTH 67°00'40" EAST 152.23 FEET TO THE NORTHEASTERLY LINE OF SAID LOT K; THENCE SOUTH 34°22'00" EAST ALONG SAID NORTHEASTERLY LINE 524.59 FEET TO THE POINT OF BEGINNING.

ORDINANCE NO. 2014-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE JAY BARRY BAKER AND LEE SPEIRS BAKER 1986 TRUST AND THE CITY OF ESCONDIDO TO AUTHORIZE CONSTRUCTION OF A 16-LOT RESIDENTIAL SUBDIVISION IN THE NORTH BROADWAY DEFICIENCY AREA

PLANNING CASE NO.: SUB 13-0010

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

SECTION 1. That proper notices of a public hearing have been given and public hearings have been held before the Planning Commission and City Council on this issue.

SECTION 2. That the City Council has reviewed and considered the Mitigated Negative Declaration (City Log No. SUB 13-0010) and the Mitigation Monitoring Report and has determined that all environmental issues associated with the project have been addressed and no significant environmental impacts will result from approving this agreement.

SECTION 3. That upon consideration of the staff report, Planning Commission recommendation and all public testimony presented at the hearing held on this agreement, this City Council finds that the Development Agreement is consistent with the Escondido General Plan and the Growth Management Ordinance (Article 68) of the Zoning Code.

SECTION 4. That the City Council desires at this time and deems it to be in the best public interest to approve the Development Agreement with The Jay Barry Baker and Lee Speirs Baker 1986 Trust attached as Exhibit "A" and incorporated by this reference.

SECTION 5. That the City Council hereby consents to the future assignment of the Development Agreement to Pacific Land Investors, LLC and/or Lennar Homes of California.

SECTION 6. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 7. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation in the City of Escondido.

RECORDING REQUESTED BY:

CITY CLERK, CITY OF ESCONDIDO

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF ESCONDIDO
201 N. BROADWAY
ESCONDIDO, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

APN: 224-142-13-00
224-142-14-00

Recording Fees Exempt Per Government Code Section 27383

**DEVELOPMENT AGREEMENT
for SUB 13-0010**

between

CITY OF ESCONDIDO

and

**THE JAY BARRY BAKER AND LEE SPEIRS BAKER 1986 TRUST
dated September 4, 1986**

_____, 2014

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the CITY OF ESCONDIDO, a municipal corporation ("City"), and THE JAY BARRY BAKER AND LEE SPEIRS BAKER 1986 TRUST dated September 4, 1986 ("Owner")(collectively, "the Parties").

ARTICLE I

Recitals

The Agreement is entered into on the basis of the following facts, understanding and intentions of the Parties:

1. **Code Authorization.** Government Code Sections 65864 through 65869.5, Article 58 of the City's Zoning Code (the "Development Agreement Legislation") and Article 68 of the City's Zoning Code ("Growth Management Ordinance") authorize the City to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the purpose of establishing certainty in the development process for both the City and the property owner, and to enable specific terms regarding property development, to be negotiated and agreed upon.
2. **Interest of Owner.** Owner is the legal and/or equitable owner of the Property located in the County of San Diego, State of California (the "Property"), as further described in Exhibit A, and more specifically within the North Broadway Region of Influence identified in the City's Growth Management Ordinance. Owner intends to subdivide the Property and to construct such other improvements as are required by the conditions of approval of the Entitlements, Future Entitlements and the Agreement.

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3. **Intent of Parties.** By the Agreement, the City and Owner intend to accomplish the following:

a. Eliminate uncertainty in the planning and development of the Project by assuring Owner that it may develop the Property, in accordance with Existing Laws, subject to the terms and conditions contained in the Agreement;

b. Assure the orderly installation of necessary improvements and the provision for public services appropriate for the development of the Project; and

c. Enable the City to obtain substantial public benefits by virtue of the Agreement.

4. **Execution.** The execution of the Agreement by the City and Owner shall constitute conclusive evidence that duly noticed public hearings before the Planning Commission and the City Council required by the Development Agreement legislation have been held, and that the City Council has introduced (first reading) and adopted (second reading) an Ordinance approving the Agreement and containing the findings required by the Development Agreement Legislation.

5. **Effective Date.** The effective date ("Effective Date") of the Agreement shall be thirty (30) days after the City Council adopts (second reading) an Ordinance approving the Agreement.

6. **Entitlements.** The City has also approved or certified certain entitlements necessary to implement the Project which are attached hereto as Exhibit B.

NOW THEREFORE, in consideration of the Recitals and the mutual covenants conditions set forth herein, the Parties agree as follows:

ARTICLE II

Definitions

1. "**Entitlements**" refers to all approvals and permits necessary or incidental to the development of the Project or any portion thereof, whether discretionary or ministerial, including

but not limited to, those listed in Exhibit B, final tract map approvals, whether standard or vesting, project plans, grading permits, building permits, and the Agreement.

2. "**Exaction**" refers to any fee, tax, requirement, condition, dedication, restriction, or limitation imposed by the City upon the development of the Property at any time in accordance with the Existing Laws.

3. "**Existing Laws**" refers to the ordinances, resolutions, codes, rules, regulations, stormwater regulations and official policies of the City governing the development of the Property, including, but not limited to the permitted uses of the Property, the density or intensity of use, the design, improvement and construction standards and specifications for the Project, including the maximum height and size of proposed buildings, and the provisions for reservation and dedication of land for public purposes, in effect on the Effective Date of this Agreement.

4. "**Future Exaction**" refers to Exactions imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise.

5. "**Future Laws**" refers to all ordinances, resolutions, codes, rules, regulations, and official policies implemented by the City after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise. "Future Laws" includes changes to the Existing Laws.

6. "**Future Entitlements**" refers to all Entitlements approved or adopted by the City after the Effective Date.

7. "**General Fees**" refers to all general development fees which the City may levy pursuant to the Government Code Sections 66000 et seq. ("the Mitigation Fee Act"), including, but not limited to, application fees, processing fees, utility connection fees, inspection fees, capital

facilities fees, development impact fees, traffic impact fees, park fees and such other similar fees as may be enacted from time to time and generally applied throughout the City.

8. **"General Plan"** refers to the City's General Plan in effect on the Effective Date.
9. **"North Broadway Deficiency Area"** refers to the region specified in the City's Growth Management Ordinance No. 94-16, and to surrounding unincorporated areas within the City's Sphere of Influence.
10. **"Project"** shall mean and refer to all improvements described in the Entitlements, Future Entitlements and the Agreement.
11. **"Property"** shall mean the certain real property located in the County of San Diego, State California as described in the Exhibit A.
12. **"Public Benefits"** shall refer to the consideration given by Owner to the City, as described in Exhibit D attached hereto, in return for the City's good faith performance of all applicable terms and conditions in the Agreement.
13. **"Term Sheet"** shall refer to the Term Sheet attached as Exhibit D.

ARTICLE III

General Provisions

1. **Term of Agreement.** The term of the Agreement (the "Term") shall commence on the Effective Date of this Agreement and shall continue for five years unless terminated, modified, or extended as permitted by the Agreement.

Following the expiration of the Term, the Agreement shall be deemed terminated and of no further force or effect; provided, however, such termination shall not affect any right or duty arising from the City approvals, including, without limitation, the Entitlements, the Future

Entitlements and any reimbursement agreement that may be entered into pursuant to the terms of the Existing Laws or the Agreement.

The Agreement shall terminate with respect to any lot and such lot shall be released and no longer is subject to the Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.

2. **Assignment.** The rights and obligations of Owner under the Agreement may be assigned by Owner as part of an assignment of the Property. Except for Owner's assignment of the Agreement to PLI and/or Lennar Homes of California, which the City approves by execution of this Agreement, no assignment shall be effective unless (1) such assignment is in writing and expressly provides that the assignment shall be subject to the Agreement; (2) the Assignee assumes all of Owner's rights and obligations with respect to the Property, or portion thereof, assigned; and, (3) the City has determined that the assignment will not affect the timely completion or fulfillment of any requirements in the Entitlements, the Future Entitlements or the Agreement relating to the Public Benefits. Owner shall provide thirty (30) days advance written notice to the City of any assignment. In determining whether an assignment will affect the timely completion or fulfillment of any requirements relating to the Public Benefits, the City agrees (a) not to unreasonably withhold its determination that the assignment will not affect the timely completion or fulfillment of requirements relating to the Public Benefits and (b) to approve any assignment where it can reasonably be demonstrated that the proposed assignee has the financial capability to complete in a timely fashion and fulfill any uncompleted requirements relating to the Public Benefits.

During the Term, any assignee shall have all rights, benefits, and obligations of Owner under the Agreement with respect to the portion of the Property assigned. Following an

assignment, Owner shall be released from its obligations with respect to the Property which has been assigned. Upon any transfer of any portion of the Property and the express assumption of Owner's obligations under the Agreement by such transferee, the City agrees to look solely to the transferee for compliance by such transferee with the provisions of the Agreement as such provisions relate to the portion of the Property acquired by such transferee. A default by any transferee shall only affect that portion of the Property owned by such transferee and shall not cancel or diminish in any way Owner's rights hereunder with respect to any portion of the Property not owned by such transferee. The transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferee, and any amendment to the Agreement between the City and a transferee shall only affect the portion of the Property owned by such transferee.

3. **Amendment of Agreement.** The Agreement may be amended by the mutual consent of the Parties in the manner provided by the Development Agreement Legislation. The Agreement shall include any amendment properly approved and executed. Minor modifications in the manner of performance, including, but not limited to changes which relate to the form or timing of payment of Public Benefits or the design of the Project shall not constitute an Amendment to the Agreement and may be accomplished through an "Operating Memorandum" subject to Article IV, Section 10 of the Agreement.

4. **Enforcement.** Unless amended or terminated as provided herein, the Agreement is enforceable by either Party or its successors and assigns, notwithstanding any Future Laws, which alter or amend the Existing Laws.

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5. **Hold Harmless.**

a. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for the City in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of the Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of the City, its officers, agents, employees, or representatives.

b. Owner shall further indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2007-0001) of the California Regional Water Quality Control Board Region 9, San Diego, as amended or extended, which the City might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

6. **Third Party Challenges.** In the event the validity, applicability, or implementation of the Agreement is challenged by means of legal proceedings by any party other than the City and Owner, it shall be the City's option, at its sole and absolute discretion, whether to undertake the defense of such challenge. If the City determines not to defend such challenge, it shall be the option of Owner, at its sole and absolute discretion, to defend the validity, applicability, or implementation of the Agreement in the proceeding at Owner's expense. If the City opts to defend a challenge against the validity, applicability, or implementation of the Agreement, Owner shall not be responsible for the defense of any of the City's actions brought in such a

challenge or for the expense of defending such City actions. The City and Owner agree to cooperate in the defense of any such challenges.

7. **Notices.** All notices or communication between the City and Owner pursuant to the Agreement shall be in writing and shall be given by personal delivery (including commercial express delivery services providing acknowledgments of receipt), registered, certified, express mail, facsimile or telecopy to the addresses set forth in the Term Sheet. Receipt shall be deemed complete as follows:

- a. For personal delivery, upon actual receipt;
- b. For registered, certified, or express mail, upon the delivery date or attempted delivery date as shown on the return receipt; and
- c.

The addresses to which notices shall be sent may be changed by giving ten (10) days written notice of change of address in the manner set forth above.

8. **Conflict of State or Federal Laws.** If state or federal laws or regulations enacted after the Effective Date prevent compliance with any provision of the Agreement or require changes in the Entitlements or any Future Entitlements, those laws or regulations shall be controlling and the Parties shall make a good faith, reasonable attempt to modify the Agreement to comply both with the intent of the Agreement and with the new laws or regulations.

The City shall timely assist Owner in securing any permits, including permits from other public agencies, which may be required as a result of the modifications, suspensions, or alternate course of action.

ARTICLE IV

Development of the Property

1. **Applicable Rules, Regulations, and Policies.** Owner shall have the vested right, to the fullest extent allowed under the Development Agreement Legislation, to develop the Property in accordance with the Entitlements, Future Entitlements and the Existing Laws. During the Term, the Entitlements, Future Entitlements, Existing Laws and the Agreement shall control the overall design, development and construction of the Project. Notwithstanding the foregoing, nothing in the Agreement shall preclude the City from applying changes occurring from time to time in the uniform codes published in Title 24 of the California Code of Regulations and adopted by the City of Escondido, including local amendments, in effect when the building permits are issued. In the event of any inconsistency between the Existing Laws and the Agreement, the provisions of the Agreement shall control.
2. **Future Laws.** Future Laws shall not apply to the Project except as expressly provided in the Agreement. Owner may give the City written notice of its election to have any Future Law applied to the Property, in which case such Future Law shall be deemed to be an Existing Law.
3. **Future Discretionary Reviews.** Except as set forth in the Agreement, the City shall retain its discretionary rights in reviewing applications for Future Entitlements. Owner's applications for Future Entitlements and the City's review thereof, must comply with the Existing Laws and with the terms and conditions of the Agreement. Upon granting any Future Entitlement, such Future Entitlement shall become part of the Existing Laws. The City shall not impose any conditions upon any Existing Entitlements that are more restrictive than or inconsistent with the terms of this Agreement or the Existing Laws, except as expressly required (as opposed to permitted) by state or federal law. The City may conduct, in accordance with CEQA and the Existing Laws, an environmental review for Future Entitlements. The City may

impose, if required by CEQA, additional mitigation measures to mitigate significant adverse environmental effects that were not previously considered, or were found to be infeasible, to mitigate at the time of approval of this Agreement.

4. **Permitted Uses and Density.** The Agreement shall vest the right to develop the Property to the fullest extent allowed under the Development Agreement Legislation with respect to the permitted uses of land, density and intensity of uses, and timing and phasing of development as described in the Entitlements and Future Entitlements. The permitted uses, density, and intensity of use of the Project, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes, shall substantially conform to those specified in the Entitlement and Future Entitlement conditions of approval, Existing Laws and the Agreement. All other aspects of the Project that are not specified in the Entitlement or Future Entitlement conditions of approval shall be determined by the Existing Laws, except as expressly provided herein.

To the extent the City retains discretion in the Future Entitlements concerning future permitted land uses, density, and intensity of use(s), the City agrees, absent conditions that the City determines are dangerous to the health or safety of the residents of the City, not to exercise that discretion in such a way as to reduce the allowed number of residential units, alter the timing of development or modify the height and design features of the Project as described in the Entitlements, Future Entitlements and the Agreement.

5. **Application of Future Laws.** Subject to Article V of the Agreement, Future Laws may be applied to the Project if they are not in conflict with the Existing Laws and will not prevent, hinder, delay, or adversely economically impact the Project.

6. **Permitted Fees.** Except as otherwise provided in the Agreement, and specifically excluding fees set by entities not controlled by the City that are collected by the City, the City shall only charge and impose those General Fees and Exactions described as "Processing Fees," "Permit/Inspection Fees," "Connection Fees," and "Development Fees" in the amounts and of the type which are in effect at the time they are incurred by Owner or any successor-in-interest as described in the Escondido Fee Guide For Development Projects. The Project shall be subject to City-wide fees only and nothing in this Agreement shall impose on the Project any additional City special or district fees or taxes that do not currently exist.

Notwithstanding the above, in return for Owner's construction of the Public Benefits described in the Term Sheet, the City will waive certain fees as described in the Term Sheet.

7. **Required Financial Contribution to City Capital Improvement Projects.** Owner agrees to pay the City the contributions for City Capital Improvement Projects in accordance with the Term Sheet.

8. **Time for Construction and Completion of the Project.** Owner cannot predict when or the rate or the order in which the Property or the parcels will be developed, if at all. Such decisions depend upon numerous factors that are not within the control of the Owner, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Therefore, Owner or its assignees shall have the right to develop the Property in phases, in such order, at such rate, and at such times as Owner or its assignees deems appropriate in Owner's or its assignees' business judgment, subject only to the provisions of the Agreement. Owner or its assignees shall be entitled to apply for and receive approval of permits, building permits, and other Entitlements and Future Entitlements for use at any time and for any or all portions or

phases of the Project, provided that application is made in a manner consistent with the Agreement.

Owner shall be allowed to perform onsite Project grading and offsite road construction and water line installation prior to approval of a Final Map. The City may require, and will process, all customary plans and agreements generally applicable to developers in the City for similar works of onsite or offsite improvements. Once Owner has obtained approval of the Final Map, it may commence construction of the single-family residences.

9. **Moratorium.** No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of the City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within the City, or portions of the City, shall apply to the Property to the extent such moratorium or other limitation is in conflict with the Agreement; provided, however, the provisions of this Section shall not affect the City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

10. **Operating Memoranda.** The Parties acknowledge that the provisions of the Agreement require cooperation between the City and Owner, and that the refinements and further development of the Project hereunder may demonstrate that changes are appropriate with respect to the details of performance of the Parties hereunder. The Parties desire, therefore, to retain a certain degree of flexibility with respect to those items covered in general terms under the

Agreement. If and when, from time to time during the Term, the Parties find that such changes or adjustments are necessary or appropriate, they shall effectuate such changes or adjustments through Operating Memoranda approved by the Parties, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary with further approval by the City and Owner. No such Operating Memoranda shall require prior notice or hearing, or constitute an amendment to the Agreement; and in the case of the City, such Operating Memoranda may be acted upon by the City Manager, Director of Community Development or by their designee. Failure of the Parties to enter into any such Operating Memoranda shall not affect or abrogate any of the rights, duties or obligations of the Parties hereunder or the provisions of the Agreement. An Operating Memoranda may be recorded as an addendum to the Agreement.

11. **Term of Map(s) and Other Project Approvals.** Pursuant to California Government Code Section 66452.6(a), the term of the subdivision map that is processed on all or any portion of the Property and the term of each of the Entitlements and Future Entitlements shall be extended for a period of time through the Term of the Agreement as specified in Article III Section 1.

12. **Infrastructure Capacity.** Subject to Owner's proportionate contribution to infrastructure and the Public Benefits provided by Owner, in accordance with the requirements of the Entitlements and Future Entitlements, the City hereby acknowledges that it will have sufficient capacity in its infrastructure services and utility systems, including, without limitation, traffic circulation, flood control, sewer collection, sewer treatment, sanitation service and, except for reasons beyond the City's control, water supply, treatment, distribution and service, to accommodate the Project. To the extent that the City renders such services or provides such

utilities, the City hereby agrees that it will serve the Project and that there shall be no restriction on connections or service for the Project except for reasons beyond the City's control. Notwithstanding the foregoing, the City acknowledges that sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project exists as of the Effective Date. Owner acknowledges that the City cannot guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service during the Term of this Agreement. The City shall guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project for one (1) year from the Effective Date.

13. **Termination or Modification.** Notwithstanding the provisions of Section 33-1149 of the City's Zoning Code, the City's right to terminate or modify the Agreement may be exercised pursuant to the terms of Section 33-1149 after a public hearing only if the City determines that the failure of the City to terminate or modify the Agreement would place the residents of the City in an immediate condition dangerous to their health or safety. Owner shall have 60 days from the Effective Date to sign the Agreement or the Agreement shall automatically expire.

14. **Easements.** Easements dedicated for pedestrian use shall be permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities so long as they do not unreasonably interfere with pedestrian use.

15. **Conditions of Approval.** Owner agrees to construct the improvements as required in the Term Sheet as Conditions of Approval to this Agreement. The timing for the improvements will be as described in the Term Sheet.

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ARTICLE V

Provision of Public Benefits

1. **Description of Public Benefits.** Owner or its assignees shall compensate the City with the following Public Benefits, as further described in the Term Sheet as consideration for the City's good faith performance of all applicable terms and conditions in the Agreement:

- a. Fulfilling long-term economic goals for the City.
- b. Providing fiscal benefits to the City.
- c. Providing short-term construction employment within the City.
- d. Providing housing which will help to satisfy the City's obligation to meet the City's share of regional housing needs.
- e. Advancement of the City's planned construction of roadway and drainage infrastructure needed in the future to serve areas near or surrounding the Project, and Owner's payments as stated in the Term Sheet.

2. **Occupancy Contingent on Construction of Public Improvements.** Owner acknowledges that the City shall not grant a certificate of occupancy for residences constructed on the Property if all public improvements required in the Term Sheet are not constructed at the times described in the Term Sheet. This contingency for occupancy shall survive the termination of the Agreement.

3. **Recordation of Final Map Contingent on Security for Public Benefits.** Prior to recordation of the Final Map, Owner must enter into an "Agreement for Completion of Improvements," which will detail Owner's construction obligations for project-required improvements and the Public Benefits, and will require Owner to provide financial security for completion of construction and shall be in substantially the form attached at Exhibit C.

4. **Other Governmental Bodies.** To the extent that the City, the City Council, the Planning Commission or any other City board, agency or commission that constitutes and sits as any other board, agency or commission, it shall not take any action that conflicts with the City's obligations under the Agreement.

5. **Processing During Third Party Litigation.** The filing of any third party lawsuit(s) against the City or Owner relating to the Agreement, the Entitlements, any Future Entitlements or to other development issues affecting the Property shall not delay or stop the development, processing or construction of the Project or approval of Future Entitlements, unless the third party obtains a court order preventing the activity. The City shall not stipulate to or cooperate in the issuance of any such order.

ARTICLE VI

Annual Review

1. **City Responsibilities.** At least every twelve (12) months during the Term, the City shall review the extent of good faith substantial compliance by Owner with the terms of the Agreement (the "Annual Review"). At the conclusion of the Annual Review, the City's finding of good faith substantial compliance by Owner with the terms of the Agreement shall be conclusive up to the date of such finding for the purposes of future Annual Reviews or legal action between the Parties.

2. **Owner Responsibilities.** At the annual review, it shall be the responsibility of Owner to demonstrate good faith substantial compliance with the major provisions of the Agreement and to provide, to the best extent possible, the status and timing of development of the Project and related public improvements. If requested by the City, Owner shall provide any additional detail

or information necessary to demonstrate good faith compliance with any particular provision of the Agreement identified by the City.

3. **Opportunity to be Heard.** Owner shall be permitted an opportunity to be heard orally and in writing at any noticed public hearing regarding its performance under the Agreement. Owner shall be heard before each appropriate board agency or commission and the City Council at any required public hearing concerning a review of performance under the Agreement.

4. **Information to be Provided to Owner.** The City shall mail to Owner a copy of staff reports and related exhibits concerning Agreement performance, a minimum of ten (10) calendar days prior to consideration and review by the City Council as required by the Development Agreement Legislation.

5. **Annual Review Letter.** If Owner is found to be in substantial compliance with the Agreement after the Annual Review, the City shall issue, upon written request by Owner, a letter to Owner (the "Review Letter") stating that, based upon information known or made known to the City Council, the City Planning Commission, and/or the City Manager, the Agreement remains in effect and Owner is in compliance. Owner may record the Review Letter in the Official Records of the County of San Diego.

6. **Estoppel Certificates.** Either Party may at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that to the knowledge of the certifying Party:

a. The Agreement is in full force and effect and is a binding obligation of the Parties.

b. The Agreement has not been amended or modified orally or in writing or, if so amended, identifying the amendments.

c. There exists no material default in the performance of the requesting Party's obligations under the Agreement or, if in default, the nature and amount of any material default.

A Party receiving a request under this Section shall execute and return a certificate within thirty (30) days following receipt of the request. The failure to deliver such certificate within such time shall be conclusive upon the party which fails to deliver such certificate that the Agreement is in full force and effect without modification and that there are no uncured defaults in the performance of the requesting party. A certificate given pursuant to this Section may be relied upon by assignees and mortgagees.

7. **Failure of Annual Review.** The City's failure to perform the Annual Review of Owner's substantial compliance with the terms and conditions of the Agreement shall not constitute or be asserted as a default by Owner.

ARTICLE VII

Delay, Default, Remedies, and Termination

1. **Notice and Cure of Default.** In the event of a material default, the Party alleging a default shall give the defaulting Party a notice of default in writing. The notice of default shall specify the nature of the alleged material default, and the manner and period of time of not less than thirty (30) days in which the default must be cured (the "Cure Period"). The Cure Period must provide sufficient and reasonable time for the default to be cured. During the Cure Period, the Party charged shall not be considered in default. If the default is cured within the Cure Period, then no default shall be deemed to exist.

2. **Option to Institute Legal Proceedings or to Terminate.** If a material default is not cured within the Cure Period, the noticing Party may institute legal proceedings as provided in Article VII Section 8 and/or give to the defaulting Party a notice of intent to terminate the

Agreement. If a notice of intent to terminate the Agreement is given, the City Council, within thirty (30) days after the giving of the Notice, shall hold a public hearing in the manner set forth in the Development Agreement Legislation, as amended, to consider and review the matter.

3. **Notice of Termination.** Following consideration of the evidence presented before the City Council and its determination that a default exists, the Party alleging a material default by the other Party, at its option, may give written notice of termination of the Agreement to the other Party and the Agreement shall be terminated immediately upon the giving of the Notice. The validity of the basis for such a termination may be challenged pursuant to Article VII Section 8 by the Party alleged to be in default.

4. **Waiver.** Failure or delay in giving notice of default pursuant to Article VII Section 1 shall not constitute a waiver of any other material default. Except as otherwise expressly provided in the Agreement, a failure or delay in asserting any rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies otherwise available to a Party or deprive a Party of the right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any rights or remedies it may have.

5. **Default by Owner.** An Annual Review may result in amendment or termination of the Agreement provided a material default has been established by substantial evidence and such default has not been cured within the Cure Period.

6. **Default by the City.** Upon a material default by the City, Owner, without limiting any of its other remedies, shall not be obligated to complete any of its obligations under the Agreement. Upon a City default, any resulting delays in Owner's performance shall neither be construed as a material default by Owner nor constitute grounds for termination or cancellation of this Agreement by the City and the Term shall be extended for the period of any such delay.

7. **Enforced Delay, Extension of Time of Performance.** Neither Party shall be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of nature, unavailability of materials, governmental restrictions imposed or mandated by other applicable governmental entities, suspension of rights in accordance with the existence of unforeseen circumstances, litigation, or similar bases for excused performance. If written notice of such delay is given to the other Party following the commencement of such delay, an extension of time for performance shall be granted in writing for the period of the delay, or longer as may be mutually agreed upon. An extension shall commence to run from time of commencement of the cause of delay.

8. **Institution of Legal Action.** In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, to enforce any provision of the Agreement, to enjoin any threatened or attempted violation of the Agreement, to recover damages for any default, or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Superior Court of the County of San Diego, North County Branch, State of California, or in the Federal District Court in the Southern District of California. Pursuant to Code of Civil Procedure Section 638, et seq., all legal actions shall be heard by a referee who shall be a retired judge from either the San Diego County Superior Court, the California Court of Appeal, the United States District Court or the United States Court of Appeals, provided that the selected referee shall have experience in resolving land use and real property disputes. Owner and the City shall agree upon a single referee who shall then try all issues, whether fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy before such referee. If Owner and the City are unable to agree upon a referee within ten (10) days of a written request to

do so by either party hereto, it will not be considered a material default by Owner nor constitute grounds for termination or cancellation of the Agreement by the City and the Term shall be extended for the period of any such delay, and either party may seek to have a referee appointed pursuant to Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the parties. Any referee selected pursuant to this Article VII Section 8 shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution. Notwithstanding the provisions of this Article VII Section 8, either party shall be entitled to seek declaratory and injunctive relief in any court of competent jurisdiction to enforce the terms of the Agreement, or to enjoin the other party from an asserted breach thereof, pending the selection of a referee as provided in this Article VII Section 8, on a showing that the moving party would otherwise suffer irreparable harm.

ARTICLE VIII

Encumbrances and Releases on Property

1. **Discretion to Encumber.** The Agreement shall not prevent or limit Owner, in any manner, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage. The City acknowledges that lenders providing financing may require modifications to the Agreement and the City agrees, upon request, from time to time, to meet with Owner and/or representatives of lenders to negotiate in good faith any lender request for modification. The City agrees that it will not unreasonably withhold its consent to any lender requested modification to the Agreement.
2. **Entitlement to Written Notice of Default.** Any mortgagee and its successors and assigns, upon written request to the City, shall be entitled to receive from the City written notice

of any Owner default at the same time Owner is provided with such notice pursuant to Article VII Section 1 above.

3. **Additional Mortgage Protection.** Any mortgagee of a mortgage or a beneficiary of a deed of trust of the Property shall be entitled to the following rights and privileges:

a. Neither entering into the Agreement nor a breach of the Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value.

b. Any mortgagee receiving the notice referred to in Article VIII Section 2 above shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under the Agreement. If the default is of a nature which can only be remedied or cured by such mortgagee upon obtaining possession, such mortgagee shall seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and shall thereafter remedy or cure the default or noncompliance within thirty (30) days after obtaining possession. If any such default or noncompliance cannot, with diligence be remedied or cured within such 30-day period, then such mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such mortgagee commences cure during such 30-day period, and thereafter diligently pursues and completes such cure.

ARTICLE IX

Miscellaneous Provisions

1. **Rules of Construction.** The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.

2. **Severability.** If any non-material provision of the Agreement shall be adjudged by a court of competent jurisdiction to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of the Agreement. If any material part of the Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or illegal, the Parties shall take all steps necessary to modify the Agreement to implement the original intent of the Parties in a valid and binding manner. These steps may include the waiver by either of the Parties of their right under the unenforceable provision. If, however, the Agreement objectively cannot be modified to implement the original intent of the Parties and the Party substantially benefited by the material provision does not waive its rights under the unenforceable provision, the entire Agreement shall become void.

3. **Entire Agreement.** Except as the Agreement expressly refers to and/or incorporates other agreements between the City and Owner, the Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of the Agreement. The Agreement supersedes all other negotiations and previous agreements between the Parties with respect to that subject matter.

4. **Waivers.** All waivers of the provisions of the Agreement must be in writing and signed by the appropriate agents of the City or of Owner.

5. **Amendments.** All amendments to the Agreement must be in writing signed by the appropriate agents of the City and Owner, in a form suitable for recording in the Official Records of San Diego County, California.

6. **Recording.** The City Clerk shall cause a copy of the Agreement to be recorded with the Office of the County Recorder of San Diego County, California within ten (10) days following the Effective Date. Upon the completion of performance of the Agreement or its revocation or

termination, a statement evidencing completion, revocation, or termination signed by the appropriate agents of Owner and the City shall be recorded in the Official Records of San Diego County, California.

7. **Project as a Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and that Owner shall have the full power and exclusive control of the Property subject to the provisions of the Agreement.

8. **Incorporation of Recitals.** The Recitals set forth in Article I of the Agreement are part of the Agreement.

9. **Captions.** The captions of the Agreement are for convenience and reference only and shall not define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of the Agreement.

10. **Consent.** Where the consent or approval of a Party is required or necessary under the Agreement, the consent or approval shall not be withheld unreasonably.

11. **The City's Ongoing Statutory Authority.** Except as expressly stated, nothing in this Agreement shall limit the City's authority and responsibility under the California Constitution and applicable California statutes to act in the best interests of the public health, safety, and welfare, and nothing in this Agreement is intended to limit in any way the legislative discretion otherwise afforded the Escondido City Council under state or federal law, as amended.

12. **Covenant of Cooperation.** The Parties shall cooperate with and assist each other in the performance of the provisions of the Agreement including assistance in obtaining permits for the development of the Property which may be required from public agencies other than the City. The covenant of cooperation shall include, to the maximum extent permitted by law, that the City shall use its best efforts to prevent any ordinance, measure, moratorium or other limitation

from invalidating, prevailing over or making impossible any provision of the Agreement, and the City shall cooperate with Owner to keep the Agreement in full force and effect. Owner reserves the right to challenge any such ordinance, measure, moratorium, or other limitation in a court of law if it becomes necessary to protect the development rights vested in the Property pursuant to the Agreement.

13. **Further Actions and Instruments.** Each of the Parties shall cooperate with and provide reasonable assistance to the other in the performance of all obligations under the Agreement and the satisfaction of the conditions of the Agreement. Upon the request of either Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of the Agreement to carry out the intent and to fulfill the provisions of the Agreement or to evidence or consummate the transactions contemplated by the Agreement.

14. **Successors and Assigns.** Subject to Article III Section 2 above, the burdens of the Agreement shall be binding upon, and the benefits of the Agreement inure to, all successors-in-interest and assigns of the Parties.

15. **Time of the Essence.** Time is of the essence of the Agreement and of each and every term and condition hereof.

16. **Applicable Laws.** The Agreement shall be construed and enforced in accordance with the laws of the State of California. All statutory references are to California statutes.

17. **No Waiver of Existing Rights or Applicable Laws.** The Agreement shall not constitute a waiver of any of Owner's existing rights or applicable laws, nor shall it limit or expand Owner's right to challenge any General Fee as being contrary to applicable law or to challenge any existing or Future Exaction as being in excess of Exactions permitted by applicable law.

18. **Authorization.** Each person executing this Agreement hereby warrants and represents that he/she has the authority to enter into this Agreement and to bind his/her respective entity to the provisions hereof. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.
19. **No Third Party Beneficiaries.** This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party.

SIGNATURE PAGE FOLLOWS

The Agreement has been executed by the Parties as of the dates set forth below:

CITY OF ESCONDIDO

CITY OF ESCONDIDO

By: _____
Sam Abed
Its: Mayor

By: _____
Diane Halverson
Its: Clerk

PACIFIC LAND INVESTORS, LLC
A Delaware limited liability company on behalf of
the Jay Barry Baker and Lee Speirs Baker 1986 Trust dated September 4, 1986

By: _____
Its: _____

APPROVED AS TO FORM AND CONTENT:

CITY OF ESCONDIDO

By: _____
Jeffrey R. Epp
Its: City Attorney

LOUNSBERY FERGUSON ALTONA & PEAK, LLP

By: _____
David W. Ferguson, Esq.
Attorney for Pacific Land Investors, LLC

Exhibit "A"

Legal Description

A.P.N.: 224-142-13-00 and 224-142-14-00

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

PARCEL 1: (APN: 224-142-14-00)

ALL THAT PORTION OF LOT K IN BLOCK 418 OF A RESUBDIVISION OF BLOCKS 418 AND 419 OF THE RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JANUARY 21, 1913, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT K; THENCE SOUTH 55°36'00" WEST ALONG THE SOUTHEASTERLY LINE THEREOF 149.23 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 34°22'00" WEST 554.71 FEET; THENCE NORTH 67°00'40" EAST 152.23 FEET TO THE NORTHEASTERLY LINE OF SAID LOT K; THENCE SOUTH 34°22'00" EAST ALONG SAID NORTHEASTERLY LINE 524.59 FEET TO THE POINT OF BEGINNING.

PARCEL 1A:

AN EASEMENT AND RIGHT OF WAY FOR WATER LINE OVER THE NORTHEASTERLY 5 FEET OF LOT K IN BLOCK 418 OF RANCHO RINCON DEL DIABLO, ACCORDING TO MAP THEREOF NO. 1520, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THAT PORTION LYING WITHIN PARCEL 1 ABOVE DESCRIBED.

PARCEL 1B:

THE RIGHT AND EASEMENT TO TAKE WATER FROM THE EXISTING WELL AS SAID EXISTED ON OCTOBER 21, 1964, WHICH IS LOCATED WITHIN THE FOLLOWING DESCRIBED LAND.

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT K; THENCE SOUTH 55°36'00" WEST ALONG THE SOUTHEASTERLY LINE THEREOF 149.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 55°36'00" ALONG SAID SOUTHEASTERLY LINE OF LOT K, 10 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 34°22'00" WEST 25 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT K, 10 FEET; THENCE SOUTHEASTERLY 25 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: (APN: 224-142-13-00)

LOT "K", BLOCK 418, RESUBDIVISION OF BLOCKS 418 AND 419 OF RANCHO RINCON DEL DIABLO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY JANUARY 21, 1913.

EXCEPTING THEREFROM ALL THAT PORTION OF LOT K IN BLOCK 418 OF A RESUBDIVISION OF BLOCKS 418 AND 419 OF THE RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JANUARY 21, 1913, DESCRIBED AS FOLLOWS:

EXHIBIT B

ENTITLEMENTS

1. Tentative Subdivision Map No. _____, including grading exemptions, approved by City Council Resolution _____ on _____.

2. Mitigated Negative Declaration (ER _____) certified by City Council Resolution No. _____ on _____.

EXHIBIT C

AGREEMENT FOR COMPLETION OF IMPROVEMENTS

This Agreement is made and entered into this ___ day of _____, 20__, by and between the CITY OF ESCONDIDO, a municipal corporation, hereinafter referred to as "CITY," and _____ a _____ hereinafter referred to as "APPLICANT";

WHEREAS, APPLICANT proposes to construct a building, structure or development at _____ in the City of Escondido, County of San Diego, State of California, the "Project"; and

WHEREAS, certain public improvements are required to be constructed and/or installed in the streets and/or easements adjacent to the lot or parcel upon which such the Project is to be constructed or erected; and

WHEREAS, pursuant to the provisions of Ordinance No. 93-2 of the Escondido Municipal Code, it is necessary that certain public improvements as detailed in the plans and specifications on file with the City Engineer of the City of Escondido, the "Improvements", be constructed and/or installed as a condition of and prerequisite to final inspection and acceptance of the Project.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. APPLICANT hereby agrees, at its sole cost and expense, to furnish all labor, equipment and materials to construct the Improvements in a good workmanlike manner and in conformance with the approved plans and specifications on file with the City Engineer. APPLICANT agrees that the Improvements shall be completed within two years from the date of this Agreement. The Improvements shall be completed to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted by the CITY. The estimated cost of the Improvements is the sum of \$ _____.

2. APPLICANT covenants that all Improvements shall be constructed in a manner that does not damage existing public property. Should any damage occur to public property, including, but not limited to, the Improvements in the public right-of-way as a result of APPLICANT or APPLICANT'S contractor performing construction, APPLICANT shall be responsible for repair or reconstruction of the public property. Such repair or reconstruction shall be at the APPLICANT'S sole expense and shall be completed to the satisfaction of the City Engineer.

3. The CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to APPLICANT or any other person for, and APPLICANT shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever

nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnites may suffer or incur or to which Indemnites may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by construction of the Improvements. The CITY shall not by its approval of the Project, or any part of it, or by entering into this Agreement, or by granting any permits concerning this Project or Improvements, be deemed an insurer or surety for the design or construction of the Improvements.

If any action or proceeding is brought against Indemnites by reason of any of the matters against which APPLICANT has agreed to indemnify Indemnites as provided above, APPLICANT, upon notice from the CITY, shall defend Indemnites at APPLICANT'S expense by counsel acceptable to the CITY, such acceptance not to be unreasonably withheld. Indemnites need not have first paid for any of the matters to which Indemnites are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

If a court of competent jurisdiction determines that the CITY has acted with negligence with respect to anything covered in this Agreement, APPLICANT'S obligation to indemnify the CITY shall be limited by the provisions of California Civil Code Section 2782(b).

4. APPLICANT shall further indemnify, defend and hold harmless the CITY and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01) of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

5. It is further agreed that APPLICANT will at all times, prior to CITY acceptance of the Improvements, give good and adequate warning to the traveling public of each and every defective and/or dangerous condition existing in the affected public rights-of-way and/or easements or any of them, and will protect the traveling public from such defective or dangerous conditions. It is understood and agreed that until acceptance of the Improvements, each of the affected public rights-of-way and/or easements not accepted as improved shall be under the charge of APPLICANT for the purposes of this Agreement. APPLICANT may, upon approval of the City Engineer, close all or a portion of any public right-of-way whenever it is reasonably necessary to protect the traveling public during construction of the Improvements. APPLICANT agrees that the provisions of Sections 3 and 4, respecting indemnification, are applicable to the obligations as set forth in this Section 5.

6. APPLICANT hereby agrees to pay for any inspection of streets and/or easements as may be required by CITY ordinances.

7. It is further agreed that APPLICANT shall file with the City Clerk at the time of signing this Agreement a good and sufficient bond or Instrument of Credit in an amount not less than the estimated cost of the Improvements, as specified above, for the faithful performance of the terms and conditions of this Agreement, including payment for all labor and materials furnished in connection therewith and the guarantee and warranty of the Improvements for a period of two years against any defective work or labor or defective materials furnished, and that should the sureties on the bond or either of them become insufficient, APPLICANT agrees to renew the bond with good and sufficient sureties within ten (10) days after receiving notice that the sureties are insufficient.

8. In lieu of filing a bond as provided above, APPLICANT may deposit with the City Clerk or with a responsible escrow agent, bank, savings and loan or trust company, a sum of money or other form of security acceptable to the City Attorney, not less than the estimated cost of the Improvements as above specified, together with instructions to the escrow agent or bank, savings and loan or trust company for the payment of such money, which instructions shall be subject to the approval of the City Attorney.

9. Upon mutual consent of APPLICANT and the City Engineer, the City Engineer may make such changes, alterations or additions to the plans and specifications for the Improvements as may be determined necessary and desirable by the City Engineer for the proper completion of the Improvements and no such changes, alterations or additions shall relieve the surety or sureties on any bond given for the faithful performance of this Agreement.

10. It is further agreed by and between the parties hereto that, in the event it is deemed necessary to extend the time of completion of the Improvements required under this Agreement, the extension may be granted by the CITY and shall in no way affect the validity of this Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement. In accordance herewith, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

11. It is further agreed by and between the parties hereto that the terms of this Agreement shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the above-described land or any part thereof.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF ESCONDIDO

Date: _____ By _____
City Manager

APPLICANT

Date: _____ By _____
Authorized Signature

Address:

(SIGNATURES MUST BE NOTARIZED)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

City Attorney

EXHIBIT D

TERM SHEET

1. **Background.** Developer Pacific Land Investors, LLC, seeks to acquire and improve several undeveloped tracts/subdivisions within the Stanley/Lehner Block and the Stanley/Vista Block as depicted on Exhibit E. Owners of the undeveloped property within the Stanley/Lehner Block and the Stanley/Vista Block seek separate development agreements with terms that spread the cost of the various improvements across all owners. Development agreements for Tracts 889 and 894 have been completed and recorded in the official records of the San Diego County Recorder. In addition to the Tract 889 and 894 properties, Developer envisions another 57 units may be developed within the Stanley/Lehner Block and 40 units may be developed within the Stanley/Vista Block. Developer further envisions the possibility that all undeveloped properties within the Stanley/Lehner and Stanley/Vista Blocks will be developed at the same time. The 97 units to be developed shall be subject to cost sharing for the improvements described below. City seeks to ensure that the necessary public infrastructure improvements are made in a timely manner, even if the properties are not developed as one unit.

2. **Sale of Property.** Owner has entered into an agreement to sell the Property to Pacific Land Investors, LLC, ("PLI") and by letter dated October 13, 2013 on file with the City, has authorized Mark Ferraro of PLI to act on its behalf with respect to this Agreement.

3. **Owner Financial Contribution to Capital Improvement Projects.** Owner agrees to construct or financially support all mitigation measures, all improvements required as conditions of approval in the Escondido City Council Resolution approving the Property's Tentative Map and the following improvements based upon Escondido Design Standards and Standard Drawings (Effective Date: April 2, 2014). All improvements shall be designed to satisfaction of

the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. Owner will contribute the following funds which the City shall use to finance certain roadway and drainage improvements in the vicinity of the Project:

a. North Broadway Deficiency Fee. Owner shall pay the City \$12,500.00 per unit shown on the Project's approved Final Map prior to the City's grant of the first building permit for the Project.

b. Stanley Water Line Reimbursement. Owner shall pay THREE THOUSAND FIVE HUNDRED AND FIFTY-FIVE DOLLARS (\$3,555) per unit for the Property's proportionate share directly to BG LIHTC, LLC, a California limited liability company (or its assignee) or to such other owner within the Stanley/Lehner Block that constructs the twelve inch (12") water line along Stanley Avenue as described in the Development Agreement for Tract 889 between City of Escondido and BG LIHTC, LLC, a California limited liability company, recorded in the Official Records of the San Diego County Recorder's Office as Doc. No. 2014-0075897 on February 25, 2014. This reimbursement provision shall expire on January 10, 2024.

c. N. Ash Street & Lehner Avenue Intersection Improvements. Prior to the issuance of a building permit, Owner shall directly reimburse ONE THOUSAND TWO HUNDRED ELEVEN (\$1,211) per unit (\$69,000/57 units) planned under this Agreement to the owner of any tract or subdivision within the Stanley/Lehner Block who constructs the street improvements required prior to the 40th dwelling unit constructed in the Stanley/Lehner Block during the term of this Agreement. The City shall include a requirement in future development agreements for development of any property within Stanley/Lehner Block to reimburse the owner who constructs the street improvements \$1,211 per unit for that property's proportionate

share of the street improvements. The reimbursement provision shall expire ten years after the Effective Date.

d. N. Ash Street. & Vista Avenue Intersection Improvements. Prior to the issuance of a building permit, Owner shall directly reimburse Eight Hundred and Twenty-Five dollars (\$825) per unit (\$80,000/97 units) subject to this Agreement to the developer or owner of any tract or subdivision within the Stanley/Lehner Block who constructs the street improvements required prior to the 40th dwelling unit constructed during the term of this agreement. The City shall include a requirement in future development agreements for development of any property within Stanley/Lehner Block and the Stanley/Vista Block to reimburse the owner who constructs the street improvements \$825 per unit for that property's proportionate share of the street improvements. The reimbursement provision shall expire ten years after the Effective Date.

e. N. Ash Street & Vista Avenue Intersection Future Traffic Signal. Prior to the issuance of a building permit for the Project, Owner shall deposit with the City Two Thousand Two Hundred and Sixteen dollars (\$2,216) per unit (\$215,000/97 units) subject to this Agreement, to be held by the City of Escondido for future reimbursement to the developer/owner who completes the traffic signal installation to the satisfaction of the City or County Engineer. The collected fund shall be disbursed upon acceptance of the traffic signal by the City of Escondido or County of San Diego. If not disbursed within ten years of the Effective date, the funds shall be transferred to the general fund of the City of Escondido.

4. Owner Building Permit Pre-conditions.

a. N. Ash Street and Lehner Avenue Road Improvements. Prior to the final inspection of the 40th dwelling unit in the Stanley/Lehner Block, constructed during the term of this agreement by any developer or owner on any property within the Stanley/Lehner Block,

Owner shall improve the intersection at N. Ash Street and Lehner Avenue, including dedicated turn lanes as described in section 13.2, Mitigation Measures, of the project's traffic impact analysis. All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. This improvement shall not include a traffic signal.

b. N. Ash Street and Vista Avenue Road Improvements. Prior to the final inspection of the 40th dwelling unit in the Stanley/Lehner Block, constructed during the term of this agreement by any developer or owner on any property within the Stanley/Lehner Block, Owner shall improve the intersection at N. Ash Street and Vista Avenue, including dedicated turn lanes as described in section 13.2, Mitigation Measures, of the project's traffic impact analysis. All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. This improvement shall not include a traffic signal.

c. Ash Street Pedestrian Walkway. Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 4 foot wide pedestrian walkway on one side of Ash Street from Sheridan Avenue to Vista Avenue, or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct the walkway. The walkway shall be designed to the satisfaction of the City Engineer and bonded prior to approval of Final Map and constructed prior to final inspection of project's last unit.

d. Conway Drive Pedestrian Walkway. Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 4 foot wide pedestrian walkway on the east side of Conway Drive from Lehner Avenue to Rincon Avenue or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct

the walkway. The walkway shall be designed to the satisfaction of the City Engineer and bonded prior to approval of Final Map and constructed prior to final inspection of project's last unit.

e. Stanley Avenue Water Line. Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 12" water line along Stanley Avenue from the Property's western boundary to Conway drive or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct a 12" water line along Stanley Avenue from the Property's western boundary to Conway Drive. The water line shall be designed to the satisfaction of Utilities Director and bonded prior to approval of Final Map and constructed prior to issuance of first building permit or as determined by the Utilities Director.

f. Conway Drive Water Line Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct a 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue. The water line shall be designed to the satisfaction of Utilities Director and bonded prior to approval of Final Map and constructed prior to issuance of first building permit or as determined by the Utilities Director.

5. City Financial Contribution to Capital Improvement Projects.

If Owner constructs the 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue the City will waive \$64,311.50 of the Project's water connection fees.

6. Substantial Conformance. Parties anticipate the Stanley/Lehner Block will be graded and developed under one grading plan that may cover multiple tracts and consolidate multiple on-site detention basins into a single location. If requested by Owner, City shall not

unreasonably withhold a finding of substantial conformance for a modified Tentative Map that facilitates this process provided the modified Tentative Map substantially conforms to the conditions of approval, adequate surety has or will be provided for the off-site drainage facilities and a Water Quality Technical Report for the revised grading design has been approved by the City Engineer. For purpose of determining the necessity of grading exemptions, interior property lines between the included tracts will be disregarded.

7. **Notice.** Addresses for Notice described in Article III, paragraph 7 of the Agreement are as follows:

To the City:
City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025
FAX (760) 741-7541

With Copy to:
Jeffrey R. Epp, Esq.
City Attorney
City of Escondido
201 N. Broadway
Escondido, CA 92025
FAX (760) 741-7541

To the Owner:

Pacific Land Investors, LLC
Attn: Mark Ferraro
101 Pacifica, Ste. 200
Irvine, CA 92618
FAX 949-789-0006

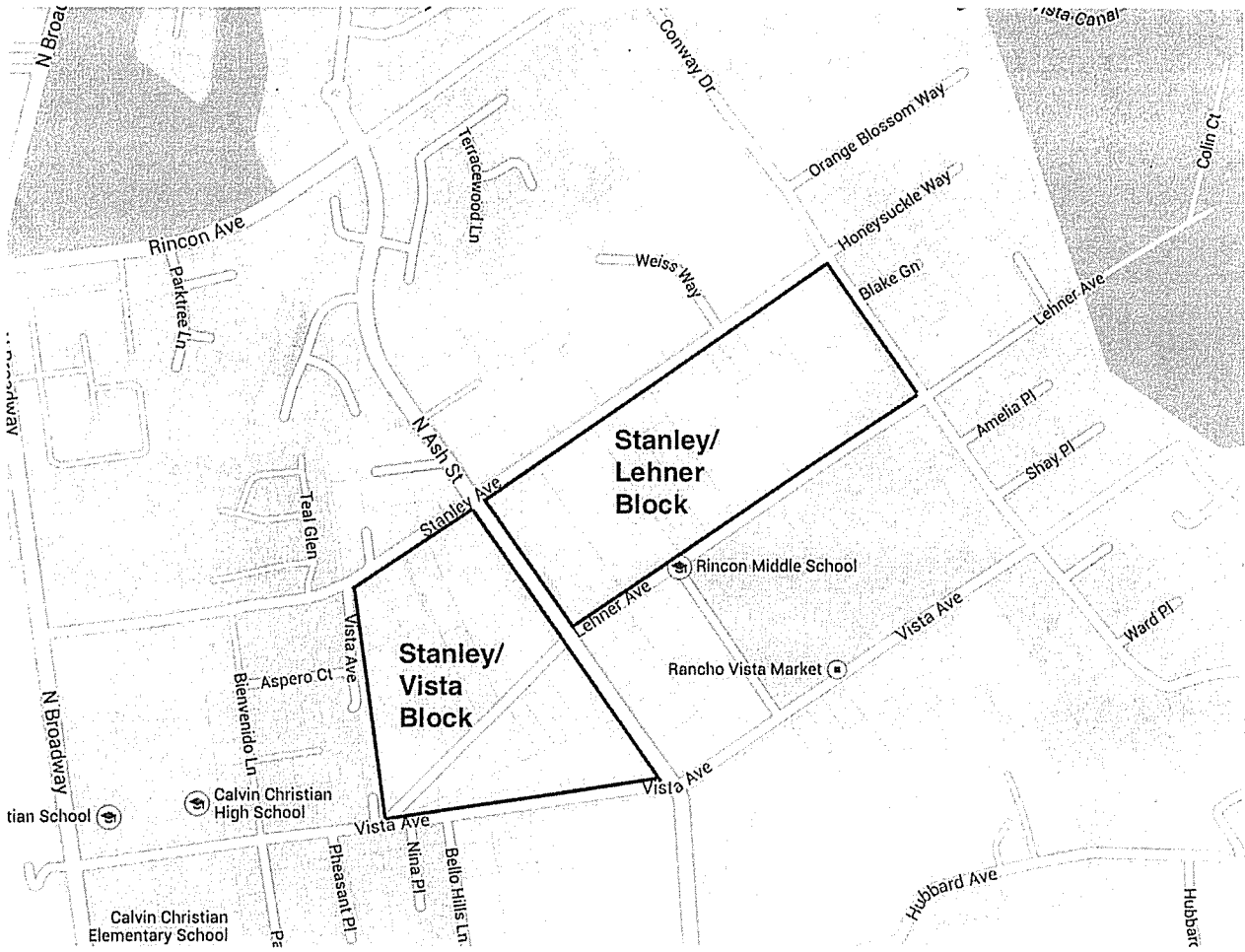
With copy to:
David W. Ferguson, Esq.
Lounsbury Ferguson Altona & Peak, LLP
960 Canterbury Place, Suite 300
Escondido, CA 92025
FAX (760) 743-9926

The addresses to which notices shall be sent may be changed by giving ten (10) days written notice of change of address in the manner set forth above.

END OF TERM SHEET

EXHIBIT E

Stanley/Lehner Block and Stanley/Vista Block



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12
Date: June 18, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services
Edward N. Domingue, Director of Public Works/City Engineer

SUBJECT: The Five-Year Capital Improvement Program, the Fiscal Year 2014/15 CIP Budget, and the Transnet Five Year Local Street Improvement Program

RECOMMENDATION:

It is requested that City Council:

- 1) Adopt Resolution No. 2014-29 approving the Fiscal Years 2014/15 – 2018/19 Five-year Capital Improvement Program (CIP) and the Fiscal Year 2014/15 Project CIP Budgets;
- 2) Adopt Resolution No. 2014-30 approving the Regional Transportation Improvement Plan for 2014 and the Transnet Five-Year Local Street Improvement Program of Projects for Fiscal Years 2015 – 2019.

FISCAL ANALYSIS:

The CIP is a five-year planning tool which is developed and updated annually. The program allows identification of dependable funding resources for fiscal year 2014/15 and the corresponding uses of those funds. To view the complete document please visit: <http://www.escondido.org/capital-improvement-program.aspx>

PREVIOUS ACTION:

A preliminary summary of capital project requests was prepared and submitted to council on May 7, 2014.

BACKGROUND:

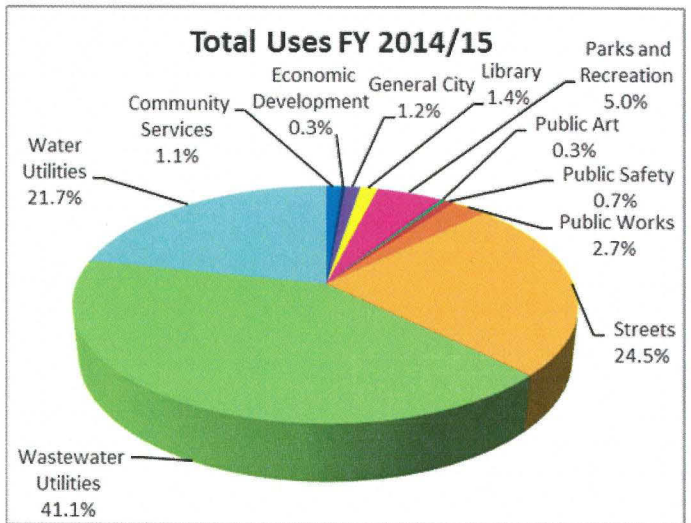
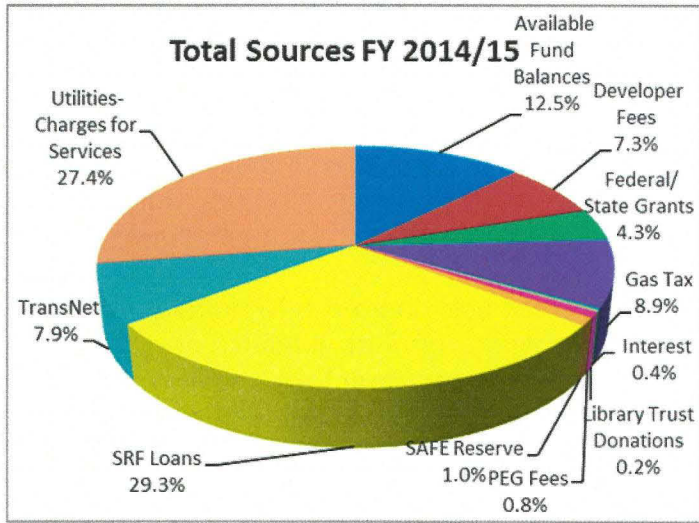
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FY 2014/15 CIP BUDGET

The Five-Year Capital Improvement Program (CIP or Program) summarizes anticipated resources and their estimated uses. In order to maintain the City's high quality-of-life standards and to affirm Escondido as the "City of Choice," the CIP Budget has programmed major infrastructure, construction, capital improvements, and other maintenance projects.

The proposed budget estimates source revenues of \$37 million which when combined with available fund balances of \$5.2 million will provide total resources of \$42.2 million available to fund capital improvements and other maintenance and capital outlay expenditures. The current year budget requests anticipate uses of \$38.7 million in appropriated expenditures and transfers.

Upon completion of a project, any remaining balance is returned to the appropriate fund's reserves and becomes available to fund future projects. This program includes approximately \$3.5 million in reserves available for future projects. The majority of the reserves are restricted funding only to be used for specific purposes.

The following charts highlight by category the funding Sources and Uses contained in the current Five-Year Capital Improvement Program for fiscal year 2014/15.



FIVE-YEAR STREET CIP PLANNING PROCESS

Each year, the City updates the Five-Year Street Capital Improvement Program. In the past, the five-year plan was developed with the assistance and oversight of the Traffic and Transportation Task Force. Similar to last year, the Task Force was not formed primarily due to the past commitments to large and costly major street projects through federal funding secured through lobbying efforts or identified as City Council priorities. These major projects are:

- Citracado Parkway, West Valley Parkway to Harmony Grove Road
- East Valley Parkway & Valley Center Road

Over the next five years, the majority of Transnet, Storm Drain, and Traffic Impact Funding is recommended to be programmed toward the projects listed above. The ability to consider funding for alternate projects was also impacted by the transfer of gas tax funds to the general fund offsetting Maintenance Division costs and by large amounts of Transnet funds dedicated to our annual street maintenance program. In short, there was very little remaining in uncommitted street funds that the Task Force could use to consider new projects of any real significance.

ANNUAL OPERATING AND MAINTENANCE PROGRAMS

In addition, there are a number of annual operating and maintenance programs funded through the Five-Year Street CIP budget. These programs, which continue from year to year, are:

- Pavement Maintenance and Rehabilitation
- Traffic Signals and Intersections
- Traffic Infrastructure & School Safety

The Pavement Maintenance and Rehabilitation program has been funded at the minimum level of \$4.7 million per year per Council's direction on March 13, 2013. This is the estimated annual funding required to maintain the current average pavement condition rating.

PROGRAM OF PROJECTS

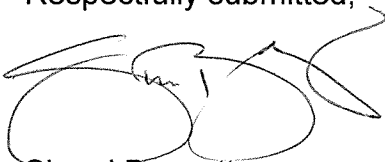
As of July 1, 2008, new TransNet funds that accrue to the City are being collected through the TransNet Extension Ordinance approved by San Diego area voters in November of 2004. The extended ordinance is considerably more complex than the original TransNet measure. Among the new procedures is a requirement to be clear with regard to programming of the new TransNet funds and to be transparent to the public so any interested party can comment on the use of these funds.

Four projects are being programmed with TransNet funds for Fiscal Years 2014/15 through 2018/19. These are:

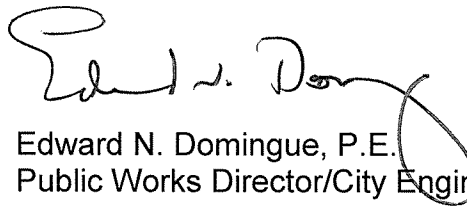
- ESC-04, Citracado Pkwy from West Valley Pkwy to Harmony Grove Road, in the amount of \$375,715;
- ESC-37, Pavement Maintenance, in the amount of \$5,428,500;
- ESC-38, Pavement Rehabilitation, in the amount of \$12,088,420;
- ESC-39, Traffic Signals, in the amount of \$100,000.

TransNet funding for these projects constitutes the City of Escondido's Transnet Local Street Improvement Program of Projects for Fiscal Years 2014/15 through 2018/19. Resolution No. 2014-30 as presented for Council approval implements recommended funding to these projects for the remaining 2014 RTIP, and has been input into ProjectTrak, SANDAG's automated system for programming of regional highway and street funds by City staff. Amendments to the Program of Projects in the ProjectTrak system, if needed, are permitted by SANDAG quarterly.

Respectfully submitted,



Sheryl Bennett
Director of Administrative Services



Edward N. Domingue, P.E.
Public Works Director/City Engineer

RESOLUTION NO. 2014-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2014/15 – 2018/19 AND THE PROJECT BUDGETS FOR FISCAL YEAR 2014/15

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

SECTION 1. That the budgets for all capital projects for the period July 1, 2014, through June 30, 2015, inclusive, contained in the Fiscal Years 2014/15-2018/19 Five-Year Capital Improvement Program and Budget Document (a copy of which is on file in the Office of the City Clerk) as amended by Council, are adopted as the final project budgets for Fiscal Year 2014/15. Amendments to this budget may be made from time to time following review and approval by minute action of the City Council.

SECTION 2. That the Fiscal Year 2014/15 amount designated for each project and each fund in the Five-Year Capital Project Improvement Program and Budget, on file with the City Clerk, are hereby appropriated to the fund for which it is designated. Such appropriations as adjusted shall be neither increased nor decreased without approval of the City Council, except for transfers within funds allowed under the City of Escondido's adopted budget adjustment policy. All amounts designated in each project budget on file with the City Clerk are hereby appropriated for such uses to the

fund under which they are listed, and shall be neither increased nor decreased without approval of the City Manager.

SECTION 3. Any Council action changing the above mentioned assumptions will cause the Five-Year Capital Improvement Program and FY 2014/15 Project Budgets to be revised and brought back to the City Council for modification.

RESOLUTION NO. 2014-30

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE ADOPTION OF THE
LOCAL STREET IMPROVEMENT PROGRAM
OF PROJECTS FOR FISCAL YEARS 2015
THROUGH 2019

WHEREAS, on November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (“TransNet Extension Ordinance”); and

WHEREAS, the TransNet Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (“TransNet”) funds; and

WHEREAS, the City of Escondido was provided with an estimate of annual TransNet local street improvement revenues for fiscal years 2015 through 2019; and

WHEREAS, the City of Escondido has held a noticed public meeting with an agenda item that clearly identified the proposed list of projects prior to approval of the projects by its authorized legislative body in accordance with Section 5(A) of the TransNet Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31;

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

1. That the above recitations are true.

BE IT FURTHER RESOLVED that Adopting the Local Street Improvement Program includes revising the Regional Transportation Improvement Program Budget to remove unspent funding from completed projects, updating project status and carry forward amounts, and future fund programming in accordance with Table 1. A copy of Table 1 is attached as Exhibit "A" to this resolution and is incorporated by this reference.

BE IT FURTHER RESOLVED that pursuant to Section 2(C)(1) of the TransNet Extension Ordinance, the City of Escondido certifies that no more than 30 percent of its annual revenues shall be spent on local street and road maintenance-related projects.

BE IT FURTHER RESOLVED that pursuant to Section 4(E)(3) of the TransNet Extension Ordinance, the City of Escondido certifies that all new projects, or major reconstruction projects, funded by TransNet revenues shall accommodate travel by pedestrians and bicyclists, and that any exception to this requirement permitted under the Ordinance and proposed shall be clearly noticed as part of the City of Escondido's public hearing process.

BE IT FURTHER RESOLVED that pursuant to Section 8 of the TransNet Extension Ordinance, the City of Escondido certifies that the required minimum annual level of local discretionary funds to be expended for street and road purposes will be met throughout the 5-year period consistent with the most recent Maintenance of Effort Requirements adopted by SANDAG.

BE IT FURTHER RESOLVED that pursuant to Section 9A of the TransNet Extension Ordinance, the City of Escondido certifies that it will exact \$2,254, plus all applicable annual increases, from the private sector for each newly constructed

residential housing unit in that jurisdiction, and shall contribute such exactions to the Regional Transportation Congestion Improvement Program (“RTCIP”).

BE IT FURTHER RESOLVED that pursuant to Section 13 of the TransNet Extension Ordinance, the City of Escondido certifies that it has established a separate Transportation Improvement Account for TransNet revenues with interest earned expended only for those purposes for which the funds were allocated.

BE IT FURTHER RESOLVED that pursuant to Section 18 of the TransNet Extension Ordinance, the City of Escondido certifies that each project of \$250,000 or more will be clearly designated during construction with TransNet project funding identification signs.

BE IT FURTHER RESOLVED that the City of Escondido does hereby certify that all other applicable provisions of the TransNet Extension Ordinance and SANDAG Board Policy No. 31 have been met.

BE IT FURTHER RESOLVED that the City of Escondido agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to City of Escondido’s TransNet funded projects.

PASSED AND ADOPTED by the City of Escondido on the 18th day of June, 2014.

Table 1
2014 Regional Transportation Improvement Program
San Diego Region (in \$000s)

Escondido, City of

MPO ID: ESC02		ADOPTION: 14-00										
Project Title:	Bear Valley/East Valley/Valley Center									RAS (TA 7-44)		
Project Description:	Bear Valley/East Valley from Citrus Avenue to Beven Drive - realignment and widening from 2 to 4 lanes.									TransNet - LSI: CR		
Capacity Status:	CI	Exempt Category: Non-Exempt										
Est Total Cost:	\$12,132	Open to Traffic: Jul 2010										
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON		
TransNet - L (Cash)	\$111	\$111									\$111	
TransNet - LSI (Cash)	\$1,129	\$1,129							\$1,129			
TransNet - LSI Carry Over	\$1,892	\$1,000	\$892								\$1,892	
RSTP	\$7,969	\$7,969						\$1,771	\$6,198			
Local Funds	\$1,031	\$1,031						\$229	\$802			
TOTAL	\$12,132	\$11,240	\$892					\$2,000	\$8,129		\$2,003	

MPO ID: ESC02A		ADOPTION: 14-00										
Project Title:	East Valley/Valley Center									EA NO: 260		
Project Description:	East Valley Pkwy to Valley Center Dr, New Eureka Ranch St to E. Valley Pkwy - widen roadway from 4 to 6 lanes with raised medians and left turn pockets; modify signal at Lake Wohlford and Valley Center Road; widen bridge over Escondido Creek									EARMARK NO: CA332/260		
Capacity Status:	CI	Exempt Category: Non-Exempt									RAS (TA 4-67)	
Est Total Cost:	\$10,766	Open to Traffic: Dec 2017									TransNet - LSI: CR	
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON		
TransNet - LSI (Cash)	\$346	\$346									\$346	
TransNet - LSI Carry Over	\$3,570		\$3,570						\$400		\$3,170	
HPP	\$1,600	\$1,600							\$1,600			
Local Funds	\$5,250	\$1,973	\$524	\$1,797	\$956			\$500			\$4,750	
TOTAL	\$10,766	\$3,919	\$4,094	\$1,797	\$956			\$500	\$2,000		\$8,266	

MPO ID: ESC04		ADOPTION: 14-00										
Project Title:	Citracado Parkway II									RAS (TA 4-67)		
Project Description:	Citracado Parkway from West Valley to Harmony Grove - widen from 2 to 4 lanes with raised medians, construct bridge over Escondido Creek									TransNet - LSI: CR		
Capacity Status:	CI	Exempt Category: Non-Exempt										
Est Total Cost:	\$22,408	Open to Traffic: Dec 2019										
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON		
TransNet - L	\$581	\$581							\$581			
TransNet - LSI	\$376			\$12	\$91	\$90	\$183				\$376	
TransNet - LSI (Cash)	\$988	\$988									\$988	
TransNet - LSI Carry Over	\$1,700		\$1,700								\$1,700	
HUD	\$908	\$908						\$908				
Local Funds	\$17,855	\$16,025				\$929	\$902	\$839	\$1,000		\$16,016	
TOTAL	\$22,408	\$18,502	\$1,700	\$12	\$91	\$1,019	\$1,085	\$1,747	\$1,581		\$19,080	

* Pending final SANDAG approval

Table 1
2014 Regional Transportation Improvement Program
San Diego Region (in \$000s)

Escondido, City of

MPO ID: ESC06		ADOPTION: 14-00									
Project Title:	El Norte Parkway Bridge at Escondido Creek										
Project Description:	El Norte Parkway from Kaile Lane to Key Lime Way - construct missing two lane bridge at Escondido Creek										
Capacity Status:	CI	Exempt Category: Non-Exempt									
Est Total Cost:	\$3,546	Open to Traffic: Jun 2015									
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON	
TransNet - L	\$2,000	\$2,000						\$50		\$1,950	
TransNet - L (Cash)	\$167	\$167								\$167	
TransNet - LSI (Cash)	\$808	\$808								\$808	
TransNet - LSI Carry Over	\$571		\$571							\$571	
TOTAL	\$3,546	\$2,975	\$571					\$50		\$3,496	

DELAYED

MPO ID: ESC08		ADOPTION: 14-00									
Project Title:	Felicitia Ave/Juniper Street										
Project Description:	From Escondido Boulevard to Juniper Street and from Juniper Street to Chestnut Street - widen from 2 to 4 lanes with left turn pockets, raised medians on Felicitia; new traffic signals at Juniper and Chestnut, Juniper and 13th Ave., modifications to installed signal at Juniper and 15th, modify traffic signal at Juniper and Felicitia - Included in 2012 RTIP for Air Quality purposes only.										
Capacity Status:	CI	Exempt Category: Non-Exempt									
Est Total Cost:	\$3,830	Open to Traffic: May 2020									
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON	
TransNet - L (Cash)	\$330	\$330							\$330		
Local Funds	\$3,500	\$3,500							\$3,500		
TOTAL	\$3,830	\$3,830							\$3,830		

DELAYED

MPO ID: ESC09		ADOPTION: 14-00									
Project Title:	Ninth Avenue										
Project Description:	Ninth Avenue from La Terraza to Spruce - widen from 2 to 4 lanes with raised median and modify traffic signals at Ninth Ave and Tulip Street - design phase - Included in 2012 RTIP for Air Quality purposes only										
Capacity Status:	CI	Exempt Category: Non-Exempt									
Est Total Cost:	\$161	Open to Traffic: May 2020									
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON	
TransNet - LSI Carry Over	\$161	\$161						\$161			
TOTAL	\$161	\$161						\$161			

* Pending final SANDAG approval

Table 1
 2014 Regional Transportation Improvement Program
 San Diego Region (in \$000s)

Escondido, City of

MPO ID: ESC11			ADOPTION: 14-00							
Project Title:	Street Rehabilitation & Resurface							TransNet - LSI: Maint		
Project Description:	Citywide - Refer to City Maintenance Zone Map - reconstruction, resurfacing, chip sealing, crack filling and sidewalk repair									
Capacity Status:	NCI		Exempt Category: Safety - Pavement resurfacing and/or rehabilitation							
Est Total Cost: \$22,865										
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - L	\$1,904	\$1,904								\$1,904
TransNet - L (Cash)	\$961	\$961								\$961
TransNet - LSI	\$1,894	\$1,894								\$1,894
TransNet - LSI Carry Over	\$3,598	\$2,179	\$1,419							\$3,598
Local Funds	\$14,508	\$14,508						\$300		\$14,208
TOTAL	\$22,865	\$21,446	\$1,419					\$300		\$22,565

MPO ID: ESC13			ADOPTION: 14-00							
Project Title:	Nordahl Road Bridge @ SR-78							TransNet - LSI: CR		
Project Description:	Nordahl Road from Mission Ave. to Montiel Road - replace the Nordahl Road Overcrossing to increase the minimum vertical clearance from 14'-9" to the Caltrans minimum vertical clearance of 16'-6", and provide an additional 14-feet of structure width necessary to facilitate the required construction staging of the project (the additional width of the overcrossing will accommodate operational improvements through left-turn storage at the ramp intersections); widen the eastbound and westbound exit ramps to provide three lanes at the intersections; widen Nordahl Road to provide a dedicated right-turn onto Montiel Road (no additional travel lanes)									
Capacity Status:	NCI		Exempt Category: Other - Intersection channelization projects							
Est Total Cost: \$3,346										
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - L	\$424	\$424						\$290	\$134	
TransNet - LSI	\$162	\$162								\$162
TransNet - LSI (Cash)	\$366	\$366						\$283	\$83	
TransNet - LSI Carry Over	\$365	\$315	\$49					\$149	\$34	\$182
DEMO - TEA 21	\$1,729	\$1,729						\$1,729		
RSTP	\$300	\$300						\$300		
TOTAL	\$3,346	\$3,296	\$49					\$2,751	\$251	\$344

* Pending final SANDAG approval

Table 1
2014 Regional Transportation Improvement Program
San Diego Region (in \$000s)

Escondido, City of

COMPLETED

MPO ID: ESC20		ADOPTION: 14-00									
Project Title:		Escondido Creek Bikeway Ash Street Undercrossing (part of Lump Sum V12)							TransNet - LSI: Maint		
Project Description: Ash Street from Washington Ave to Valley Parkway - undercrossing											
Capacity Status:		NCI Exempt Category: Air Quality - Bicycle and pedestrian facilities									
Est Total Cost: \$2,271											
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON	
TransNet - B	\$748	\$748									\$748
TransNet - LSI	\$15	\$15									\$15
TDA - Bicycles	\$1,508	\$1,508									\$1,508
TOTAL	\$2,271	\$2,271									\$2,271

MPO ID: ESC24		ADOPTION: 14-00									
Project Title:		Centre City Parkway							RAS (TA 7-44)		
Project Description: Centre City Parkway from W. Mission Ave. to SR 78 - Widen from 4 lanes to 6 lanes with intersection improvements at W. Mission Avenue											
Capacity Status:		CI Exempt Category: Non-Exempt									
Est Total Cost: \$2,209 Open to Traffic: Jun 2016											
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON	
TransNet - L	\$974	\$974									\$974
TransNet - L (Cash)	\$663	\$663									\$663
TransNet - LSI Carry Over	\$300		\$300								\$300
Local Funds	\$272	\$272						\$272			
TOTAL	\$2,209	\$1,909	\$300					\$272			\$1,937

COMPLETED

MPO ID: ESC27		ADOPTION: 14-00									
Project Title:		Maple Street Pedestrian Plaza							TransNet - LSI: CR		
Project Description: Maple Street from 2nd Ave to Valley Parkway - reconstruct from 2-lane through street to a short two-lane cul-de-sac ending in large pedestrian plaza											
Capacity Status:		NCI Exempt Category: Air Quality - Bicycle and pedestrian facilities									
Est Total Cost: \$2,191											
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON	
TransNet - L (Cash)	\$400	\$400									\$400
TransNet - LSI (Cash)	\$343	\$343									\$343
TransNet - LSI Carry Over	\$273	\$273									\$273
STIP-RIP STP TE	\$837	\$837									\$837
STIP-RIP State Cash	\$108	\$108									\$108
Local Funds	\$230	\$230						\$230			
TOTAL	\$2,191	\$2,191						\$230			\$1,961

* Pending final SANDAG approval

Table 1
2014 Regional Transportation Improvement Program
San Diego Region (in \$000s)

Escondido, City of

COMPLETED

MPO ID: ESC32			ADOPTION: 14-00							
Project Title:	Escondido Creek Bike Path (ESBP)/ECBP Lighting and Restriping (part of Lump Sum V12)									
Project Description:	Escondido Creek Path from Broadway to Ash - 2 bike projects from FY10 allocation - only one remains.									
Capacity Status:	NCI Exempt Category: Air Quality - Bicycle and pedestrian facilities									
Est Total Cost: \$316										
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - BPNS	\$158	\$158								\$158
Local Funds	\$158	\$158								\$158
TOTAL	\$316	\$316								\$316

MPO ID: ESC35			ADOPTION: 14-00							
Project Title:	Bear Valley Parkway North Contribution									
Project Description:	Bear Valley Parkway from San Pasqual Valley Road to Boyle Avenue - Bear Valley Parkway from San Pasqual Valley Road to Boyle Avenue contribution - (CNTY39)									
Capacity Status:	NCI Exempt Category: Other - Non construction related activities									
Est Total Cost: \$650										
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - LSI Carry Over	\$200		\$200					\$100		\$100
Local Funds	\$450		\$450							\$450
TOTAL	\$650		\$650					\$100		\$550

MPO ID: ESC36			ADOPTION: 14-00							
Project Title:	Valley Boulevard Relocation									
Project Description:	S. Valley Boulevard from Grand Ave to East Valley Boulevard - realign the east-bound, one-way couplet currently on Valley Boulevard to Ivy Street and Grand Avenue; includes new pavement, curbs and gutters, sidewalks, street lights, traffic signals, storm drains, and relocating water lines as needed to accommodate the future vacation of Valley Boulevard; this project will facilitate the Palomar Pomerado Hospital project									
Capacity Status:	NCI Exempt Category: All Projects - Interchange reconfiguration projects									
Est Total Cost: \$1,668										
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
TransNet - LSI Carry Over	\$1,668			\$1,668				\$250		\$1,418
TOTAL	\$1,668			\$1,668				\$250		\$1,418

* Pending final SANDAG approval

Table 1
2014 Regional Transportation Improvement Program
San Diego Region (in \$000s)

Escondido, City of

MPO ID: ESC37		ADOPTION: 14-00								
Project Title:	Pavement Maintenance	<i>TransNet - LSI: Maint</i>								
Project Description:	This project includes maintenance of various streets primarily in the maintenance zone of focus, and those classified as Collector and above throughout the City; the City's maintenance zones can be identified in the uploaded Maintenance Zone Map; FY15 - Maintenance Zone EN, FY16 - Maintenance Zone NE, FY17 - Maintenance Zone NW - this is an annual project that includes maintenance (crackseal, chipseal, slurry, sidewalk repairs) of various street elements city-wide									
Capacity Status:	NCI	Exempt Category: Safety - Pavement resurfacing and/or rehabilitation								
Est Total Cost: \$14,514										
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
<i>TransNet - LSI</i>	\$5,429		\$1,002	\$1,041	\$1,082	\$1,124	\$1,180			\$5,429
<i>TransNet - LSI Carry Over</i>	\$978		\$978							\$978
Local Funds	\$8,107	\$2,200	\$1,388	\$1,242	\$1,186	\$1,093	\$999			\$8,107
TOTAL	\$14,514	\$2,200	\$3,368	\$2,283	\$2,268	\$2,217	\$2,179			\$14,514

MPO ID: ESC38		ADOPTION: 14-00								
Project Title:	Pavement Rehabilitation/Reconstruction	<i>TransNet - LSI: CR</i>								
Project Description:	Includes rehabilitation of various streets primarily in the maintenance zone of focus, and those classified as Collector and above throughout the City; the City's maintenance zones can be identified in the uploaded Maintenance Zone Map, FY15 - Maintenance Zone EN, FY16 - Maintenance Zone NE, FY17 - Maintenance Zone NW - rehabilitate existing pavement greater than 1" in depth within the city's 8 maintenance zones									
Capacity Status:	NCI	Exempt Category: Safety - Pavement resurfacing and/or rehabilitation								
Est Total Cost: \$13,354										
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
<i>TransNet - LSI</i>	\$11,939		\$2,085	\$2,417	\$2,433	\$2,483	\$2,521			\$11,939
<i>TransNet - LSI Carry Over</i>	\$1,415		\$1,415							\$1,415
TOTAL	\$13,354		\$3,500	\$2,417	\$2,433	\$2,483	\$2,521			\$13,354

MPO ID: ESC39		ADOPTION: 14-00								
Project Title:	Traffic Signals	<i>TransNet - LSI: CR</i>								
Project Description:	new signals and modification of existing signals Citywide; see the attached Priority Lists for project areas - construction of new signals and modification of existing signals Citywide; signals will be constructed in accordance with the adopted traffic signal priority list									
Capacity Status:	NCI	Exempt Category: Other - Intersection signalization projects								
Est Total Cost: \$250										
	TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
<i>TransNet - LSI</i>	\$100					\$50	\$50			\$100
<i>TransNet - LSI Carry Over</i>	\$150		\$150					\$30		\$120
TOTAL	\$250		\$150			\$50	\$50	\$30		\$220

* Pending final SANDAG approval

Table 1
2014 Regional Transportation Improvement Program
San Diego Region (in \$000s)

Escondido, City of

MPO ID: ESC42		ADOPTION: 14-00									
Project Title:		Streetlight Retrofit									
Project Description:		Locations of streetlights retrofitted will be throughout the City of Escondido - this project will retrofit existing street lights with new, LED lighting; the number of streetlights retrofitted are dependent upon pricing									
Capacity Status:		NCI Exempt Category: Safety - Lighting improvements									
Est Total Cost: \$422											
		TOTAL	PRIOR	14/15	15/16	16/17	17/18	18/19	PE	RW	CON
Local Funds		\$422		\$422							\$422
	TOTAL	\$422		\$422							\$422

* Pending final SANDAG approval

Table 1
2014 Regional Transportation Improvement Program
San Diego Region (in \$000s)

RTIP Fund Types

Federal Funding	
DEMO - TEA 21	High Priority Demonstration Program under TEA-21
DEMO-Sec 115	High Priority Demonstration Program under FY 2004 Appropriations
DEMO-Sec 117/STP	Surface Transportation Program under FHWA Administrative Program (congressionally directed appropriations)
HPP	High Priority Program under SAFETEA-LU
HUD	Housing and Urban Development
IM	Interstate Maintenance Discretionary
RSTP	Regional Surface Transportation Program
TE	Transportation Enhancement Program
CMAQ/RSTP Conversion	Reimbursement of advanced federal funds which have been advanced with local funds in earlier years
State Funding	
STA	State Transit Assistance
STIP-RIP	State Transportation Improvement Program - Regional Improvement Program
Local Funding	
Local Funds AC	Local Funds - Advanced Construction; mechanism to advance local funds to be reimbursed at a later fiscal year with federal/state funds
TDA	Transportation Development Act
TDA-B	Transportation Development Act-Bicycle & Pedestrian Facilities
TransNet-B	Prop. A Local Transportation Sales Tax - Bike
TransNet-Border	Prop. A Extension Local Transportation Sales Tax - Border
TransNet-BPNS	Prop. A Local Transportation Sales Tax extension - Bicycle, Pedestrian and Neighborhood Safety Program
TransNet-BRT/Ops	Prop. A Extension Local Transportation Sales Tax - Bus Rapid Transit/New Service
TransNet-L	Prop. A Local Transportation Sales Tax - Local Streets & Roads
TransNet-L (Cash)	TransNet - L funds which agencies have received payment, but have not spent
TransNet-LSG	Prop. A Extension Local Transportation Sales Tax - Local Smart Growth
TransNet-LSI	Prop. A Extension Local Transportation Sales Tax - Local System Improvements
TransNet-LSI Carry Over	TransNet - LSI funds previously programmed but not requested/paid in year of allocation
TransNet-LSI (Cash)	TransNet - LSI funds which agencies have received payment, but have not spent

* Pending final SANDAG approval

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: June 18, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Jennifer K. McCain, Assistant City Attorney
SUBJECT: Proposed City Charter for Placement on the November 4, 2014 Ballot

RECOMMENDATION:

Adopt Resolution No. 2014-70 approving the form of the proposed City Charter for submission to the voters on November 4, 2014.

FISCAL ANALYSIS:

If the proposed charter is placed on the November 2014 ballot, the City Clerk estimates a cost of \$20,000 to \$30,000 in addition to \$4,000 for an informational community mailer.

PREVIOUS ACTION:

The City Council adopted a Work Program on November 6, 2013, which includes the goal of resubmitting a charter city proposal to the electorate. The strategy listed in the Work Program for this goal is to hold public hearings on a revised charter city proposal for possible inclusion in the 2014 election ballot. On January 15, 2014, the City Council directed staff to proceed with a workshop and to schedule two public hearings regarding a charter city proposal. Additionally, on March 19, 2014, the City Council held a workshop to receive input from the public. The first public hearing to consider becoming a charter city was held on April 9, 2014. The second public hearing to consider becoming a charter city was held on May 21, 2014.

BACKGROUND:

At the first public hearing on April 9, 2014, staff presented background information regarding charter cities, a brief summary of issues raised at the March 19, 2014 public workshop and a summary of the draft charter. Seventeen members of the public testified during the April 9, 2014 public hearing. Most of the speakers opposed the charter proposal or questioned the need to become a charter city. Public and councilmember comments also provided input on a number of topics, including the following: the costs associated with a charter city proposal; more opportunities for public input; meaningful control of Mayor and Council salaries; and the extent of a charter city's authority to make its own laws in a variety of areas including, local planning and zoning laws, public contract and bidding, prevailing wage, quorums, governance and financial matters.

Honorable Mayor and Members of the City Council
June 18, 2014
Page 2

To address the issue raised at the first public hearing regarding whether a charter city must comply with State law on land use, planning and zoning matters, an additional provision was added to the draft charter, namely, Section 602, to expressly state that the City is governed by State law with regards to these matters.

A second public hearing was held on May 21, 2014. Three members of the public spoke in opposition to the charter. A majority of the Council approved the proposed charter and directed staff to return to the Council on June 18, 2014, to approve submission of the proposal to adopt a charter to the voters of Escondido.

The staff reports submitted for the 2014 charter city proposal dated January 15, 2014, March 19, 2014, April 9, 2014 and May 21, 2014, provide background regarding charter cities in general as well as background regarding the draft charter presented to the City Council at both public hearings. The materials and resources include draft charters, slide presentations, copies of charters for other North County cities (Carlsbad, Del Mar, Oceanside, San Marcos and Vista), a 2002 San Diego Grand Jury report entitled, "Home Rule' Is Chartering a City a Good Idea?" and League of California Cities information regarding charter cities. The background materials and resources are located at <https://www.escondido.org/charter-city-proposal.aspx>.

CHARTER PROPOSAL

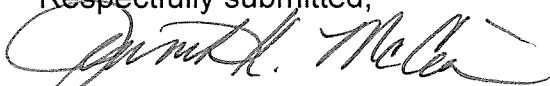
Consistent with other local charters, the charter proposal includes: doctrine of municipal affairs (Article 1); council-manager form of government (Article 2); elected officers (Article 3); fiscal matters (Article 4); revenue retention/state mandates limited (Article 5); councilmember compensation and land use, planning and zoning matters governed by state law (Article 6); interpretation (Article 7); and amendments to charter by electors (Article 8).

The charter proposal mirrors the 2012 proposed charter with four exceptions. Reference to district elections has been omitted due to the recent adoption of districts pursuant to the Consent Decree. Reference to prevailing wages has been omitted due to the continuing uncertainty of the law. The timeframe to fill City Council vacancies by appointment was changed from 30 days to 60 days. Lastly, the City shall follow State law in matters of land use, planning and zoning matters.

CONCLUSION:

Council is requested to adopt Resolution No. 2014-70 approving the form of the proposed charter for the City for submission to the voters on November 4, 2014.

Respectfully submitted,



JENNIFER K. MCCAIN
Assistant City Attorney

RESOLUTION NO. 2014-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE FORM OF A PROPOSED CHARTER FOR THE CITY OF ESCONDIDO FOR SUBMISSION TO THE VOTERS OF THE CITY OF ESCONDIDO ON NOVEMBER 4, 2014

WHEREAS, the City of Escondido ("City") has determined that it is in the public interest for the City to change from a general law city to a charter city; and

WHEREAS, the City Council has determined that the text of a charter for the residents of the City should include those powers and limitations necessary and appropriate to guide the City in the conduct of its municipal affairs; and

WHEREAS, California Government Code Section 34458(a) allows the City Council to propose a charter to be submitted to the voters for adoption; and

WHEREAS, California Government Code Section 34458(b) requires that two public hearings be held upon the matter of the proposal of a charter and the content of the proposed charter prior to its submission to the voters of the City; and

WHEREAS, California Government Code Section 34458(b) requires that the City Council may vote upon the question of whether to approve the submission of the proposed charter to the qualified voters of the City only after 21 days have elapsed since the second public hearing described above; and

WHEREAS, the City Council held public hearings on the matter of the proposal of a charter and the content of the proposed charter on April 9, 2014, and May 21, 2014; and

WHEREAS, the City Council has determined that enactment of the proposed

charter would be beneficial for the City and its residents by providing residents with the ultimate say in all municipal affairs.

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

1. That the above recitations are true.
2. That a Measure be proposed to the voters of Escondido on whether the City shall adopt the proposed charter.
3. The election, upon which the voters are to vote on the Measure proposing the question of whether the City shall adopt the proposed charter, is Tuesday, November 4, 2014, pursuant to a separate resolution of the City Council calling the election for that purpose.
4. That pursuant to Government Code Section 34458, it is hereby approved for submission to the voters of the City for adoption of the charter in the form as set forth in Exhibit "A," attached hereto and incorporated by this reference.
5. This resolution and the proposed charter, including the full text of the proposed charter, attached as Exhibit "A," shall be made available in print and for public examination by the City Clerk, in accordance with California Elections Code Section 9223.
6. That if approved by the voters of the City at a general election to be called by the City Council, the Escondido City Charter shall guide and govern the conduct of municipal affairs in the City of Escondido.
7. That the City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

CHARTER OF THE CITY OF ESCONDIDO

PREAMBLE

WE THE PEOPLE of the City of Escondido declare our intent to restore to our community the historic principles of self governance inherent in the doctrine of home-rule. Sincerely committed to the belief that local government has the closest affinity to the people governed and firm in the conviction that the economic and fiscal independence of our local government will better serve and promote the health, safety and welfare of all of the citizens of Escondido, we do hereby exercise the express right granted by the Constitution of the State of California to enact and adopt this Charter for the City of Escondido.

CHARTER

Article 1 Municipal Affairs

Section 100. Municipal Affairs

Each of the responsibilities of governance set forth and described in this Charter, and as established by the Constitutional, statutory and judicially defined law of the State of California, is hereby declared to be a municipal affair or concern, the performance of which is unique to the benefit of the citizens of the City of Escondido.

Section 101. Powers

The City shall have all powers that a City can have under the Constitution and laws of the State of California as fully and completely as though they were specifically enumerated in this Charter. The enumeration in this Charter of any particular power, duty or procedure shall not be held to be exclusive of, or any limitation or restriction upon, this general grant of power.

Section 102. Incorporation and Succession

The City shall continue to be a municipal corporation known as the City of Escondido. The boundaries of the City of Escondido shall continue as now established until changed in the manner authorized by law. The City shall remain vested with and shall continue to own, have, possess, control and enjoy all property rights and rights of action of every nature and description owned, had, possessed, controlled or enjoyed by it at the time this Charter takes effect, and is hereby declared to be the successor of same. It shall be subject to all debts, obligations and liabilities, which exist against the City at the time this Charter takes effect. All lawful ordinances, resolutions, rules and regulations, or portions thereof, in force at the time this Charter takes effect and not in

conflict with or inconsistent herewith, are hereby continued in force until the same have been duly repealed, amended, changed or superseded by proper authority.

Article 2 Form of Government

Section 200. Form of Government

This municipal government established by this Charter shall be known as the "Council-Manager" form of government. The City Council will establish the policy of the City and the City Manager will carry out that policy.

Article 3 Elected Officers

Section 300. Enumeration and Term

The elected officers of the City shall consist of:

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

Other elected officer(s) of the City shall be:

A City Treasurer with duties, responsibilities and compensation as provided by Ordinance of the City Council.

All of the elected officers shall serve for a term of four years following their election. The terms of all elected officers shall commence upon installation and each shall serve until the officer's successor is elected and installed.

Section 301. Eligibility

An elected officer of the City shall be a resident, United States citizen and voter in the City.

In addition, every Council member or candidate shall be and remain a qualified voter in the District from which the Council member or candidate is nominated, as required by the California Elections Code. No change in the boundary or location of any district shall abolish or terminate the term of office of any Council member prior to expiration of the term of office for which the member was elected, notwithstanding any other provision of this Section. Each Council member will, during the duration of the member's term, represent the District from which the member was elected.

Section 302. Vacancies

A vacancy in any elective office, from whatever cause, shall be filled by appointment by the City Council, such appointee to hold office for the remainder of any unexpired term, and until a successor is elected and installed.

In the event the City Council shall fail to fill a vacancy by appointment within sixty days after such office is declared vacant, it shall cause an election to be held to fill such vacancy.

Section 303. Prior Laws

This Article shall supersede all other provisions of the laws of the City of Escondido pertaining to the office of City Treasurer, all of which shall be of no further force and effect.

**Article 4
Fiscal Matters**

Section 400. Economic and Community Development

The City shall encourage, support, and promote economic development and community development in the City.

Section 401. Fair and Open Competition

The City will promote fair and open competition for all City construction projects so that all contractors and workers, whether union or non-union, are treated equally in the bidding and awarding of City construction contracts.

Section 402. Voluntary Employee Political Contributions

Unless otherwise required by law, neither the City, nor its agents, shall deduct from the wages, earnings or compensation of any City employee any political contributions unless the employee has first presented, and the City has received, a signed written authorization of such deductions, which authorization must be renewed annually and may be revoked by the employee at any time by giving written notice of such revocation to the City.

**Article 5
Revenue Retention**

Section 500. Reductions Prohibited

Revenues raised and collected by the City shall not be subject to subtraction, retention, attachment, withdrawal or any other form of involuntary reduction by any other level of government.

Section 501. Mandates Limited

No person whether elected or appointed, acting on behalf of the City, shall be required to perform any function which is mandated by any other level of government, unless and until funds sufficient for the performance of such function are provided by said mandating authority.

Article 6 General Laws

Section 600. General Law Powers

In addition to the power and authority granted by the terms of this Charter and the Constitution of the State of California, the City shall have the power and authority to adopt, make, exercise and enforce all legislation, laws, and regulations and to take all actions and to exercise any and all rights, powers, and privileges heretofore or hereafter established, granted or prescribed by any law of the State of California or by any other lawful authority. In the event of any conflict between the provisions of this Charter and the provisions of the general laws of the State of California, the provisions of this Charter shall control.

Section 601. Council Member Compensation

Notwithstanding its Charter city status, the salary of the Mayor and the Council Members will continue to be set pursuant to California Government Code sections 36516 and 36516.1 where the formula considers city population and state law.

Section 602. Land Use, Planning & Zoning Matters

Notwithstanding its Charter city status, the City shall be governed by State law as it applies to general law cities with respect to the application, interpretation and enforcement of land use, planning and zoning matters, including, but not limited to, the requirement of consistency between the General Plan of the City and the terms of its zoning ordinances.

Article 7 Interpretation

Section 700. Construction and Interpretation

The language contained in this Charter is intended to be permissive rather than exclusive or limiting and shall be liberally and broadly construed in favor of the exercise by the City of its power to govern with respect to any matter which is a municipal affair.

Section 701. Severability

If any provision of this Charter should be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

Article 8 Amendment

Section 800. Amendment to Charter, revised or repealed

This Charter, and any of its provisions, may be amended by a majority vote of the electors voting on the question. Amendment or repeal may be proposed by initiative or by the governing body.



❖ **Workshop: Development Streamlining Program**

- No materials available



FUTURE CITY COUNCIL AGENDA ITEMS
June 11, 2014

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

June 25, 2014
4:30 p.m.

	PRESENTATION
	City Attorney Association of San Diego County President's Award for Municipal Attorney of the Year
	PROCLAMATION
	Parks and Recreation Month
	CONSENT CALENDAR
	<p>CalHome Grant Applications (B. Redlitz)</p> <p><i>The Council is being asked to authorize up to two applications to the California Department of Housing and Community Development which will provide up to \$2,000,000 to be used to fund housing rehabilitation programs for low-income homeowners.</i></p>
	<p>Senior Nutrition Program: Agreement to Provide Meals (L. McKinney)</p> <p><i>The Escondido Senior Center provides a nutrition program for seniors, Monday through Friday. This lunchtime program is primarily funded by grants through the County of San Diego AIS and CDBG, which help to off-set costs. Under contract with the City, Redwood Senior Homes and Services will provide meals to the Escondido Senior Nutrition Program. Action by the Council is needed to extend this Agreement for one year.</i></p>
	<p>Senior Nutrition: Transportation Agreement (L. McKinney)</p> <p><i>The Escondido Senior Center provides a nutrition program for seniors, Monday through Friday. This program is primarily funded by grants through the County of San Diego AIS and CDBG, which help to off-set costs. Under contract with the City, Redwood Senior Homes and Services will provide door-to-door transportation for Escondido seniors, enabling them to access the program. Action by the Council is needed to extend this Agreement for one year.</i></p>
	<p>County of San Diego Contract for Senior Nutrition Program (L. McKinney)</p> <p><i>The Escondido Senior Center provides a nutrition program for seniors, Monday through Friday. The cost of this program is offset by a grant through the County of San Diego Aging and Independence Services.</i></p>
	<p>Approve Sole-Source Purchase and Installation of Orpak SiteOmat Fuel Management System (E. Domingue)</p> <p><i>Upgrade existing proprietary Orpak, software and hardware, vehicle fueling infrastructure.</i></p>

June 25, 2014
Continued

CONSENT CALENDAR Continued

Award Purchase of Fuels for Fiscal Year 2015

(E. Domingue)

Annual approval to purchase automotive fuels for FY 2015.

Tow Services Agreement

(C. Carter)

Current tow contracts will be expiring on June 30, 2014. Staff has conducted a request for qualification process (RFQ) and evaluated contractors to determine a list of qualified vendors. Contracts will be established with qualified towing companies.

Bear Valley Parkway Waterline Relocation Project

(C. McKinney)

The County of San Diego has recently bid construction services for the Bear Valley Parkway reconstruction. As part of this construction, the City has agreed to pay for the required relocation of a City waterline as a line-item bid in the overall construction contract. The budget adjustment is to bring the project funding up to the amount of the bid received.

Adoption of the 2013 San Diego Integrated Regional Water Management (IRWM) Plan

(C. McKinney)

The 2013 San Diego Integrated Regional Water Management (IRWM) Plan is an update to the initial IRWM Plan produced in 2007. Adoption of the 2013 San Diego IRWM Plan is required to be eligible for grants through statewide IRWM Program administered by the California Department of Water Resources.

Award Request for Proposal for Vehicle Outfitting Services for Fleet Services Department

(S. Bennett)

On April 24, 2014, request for proposals were mailed to thirteen bidders. On May 5, 2014, the City held a vendors conference at the Police and Fire Headquarters of which five bidders attended. At the vendors' conference, the City provided two prototype vehicles and answered questions. On May 28, 2014, three proposals were received and opened.

Community Facilities District (CFD) 2000-01 (Hidden Trails) Annual Special Tax Levy

(S. Bennett)

A special tax is levied annually on real property within the Community Facilities District No. 2000-01 and is collected through the County of San Diego Assessor's Office. The proceeds from the special tax are used to meet debt service obligations from the issuance of bonds for the District.

Community Facilities District (CFD) 2006-01 (Eureka Ranch) Annual Special Tax Levy

(S. Bennett)

A special tax is levied annually on real property within the Community Facilities District No. 2006-01 and is collected through the County of San Diego Assessor's Office. The proceeds from the special tax are used to meet debt service obligations from the issuance of bonds for the District.

June 25, 2014

Continued

PUBLIC HEARINGS

Short Form Rent Review Board Hearing for Carefree Ranch

(B. Redlitz)

Carefree Ranch has 184 spaces with 98 spaces subject to rent control. The owner is requesting a rent increase for 98 spaces. The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 12-month period of consideration from December 31, 2012 through December 31, 2013. 75% of the change in the CPI for the 12-month period is 1.281%. The average space rent for the 98 spaces subject to the rent increase is \$481.02. The average requested increase per space is approximately \$6.16.

Zone Change, Subdivision Map and Adoption of a Mitigated Negative Declaration (PHG 13-0003, SUB 13-0001 & ENV 13-0004)

(B. Redlitz)

The project was approved by the Planning Commission on May 27, 2014. A Zone Change from RE-30 to RE-20 is requested by the applicant for this six lot subdivision map and for 19 adjacent parcels. Out of the twenty-one (21) parcels being rezoned ten (10) of them would be in conformance with the 20,000 SF minimum lot size and the eleven other parcels would be closer to conformance with the General Plan and the RE-20 zoning. A Zone Change requires approval by the City Council.

CURRENT BUSINESS

Appointments to Building Advisory & Appeals Board and Historic Preservation Commission

(D. Halverson)

Due to the resignation of Frank Shadpour from the Building Advisory & Appeals Board and Robert James from the Historic Preservation Commission, replacements should be appointed to complete each term.

General Municipal Election – November 4, 2014

(D. Halverson)

Request Council adopt resolutions to approve calling a General Municipal Election and consolidating Escondido's elections with the Statewide General Election.

Future Agenda Items (D. Halverson)

July 2, 2014

No Meeting (7/4 Holiday)



City Manager's WEEKLY UPDATE to City Council

June 11, 2014

ECONOMIC DEVELOPMENT

Gillis + Panichapan Architects, Inc. have been selected to conduct the Needs Assessment for the relocation of the Public Works Yard.

SPECIAL EVENTS

- The Chamber of Commerce Annual Installation Dinner at Daley Ranch will be held on Friday, June 13, 2014 – 5:00 to 8:00 p.m.
- 1 Milla por Amor, will be held on Sunday, June 15, 2014 – Grape Day Park 2:00 to 6:30 p.m.
This event is to promote the father figure in our society especially in the Latin culture. They are hoping to promote forgiveness and reconciliation between fathers and children and provide keys for successful parenting. Sponsored by Ministerios Eglafe, a church group that meets at the CCAE.
- CCA 20th Anniversary Season Preview Party will be held on Thursday, June 19th from 7 pm – 9 pm. Preview the Center's stellar 20th anniversary lineup at the Season Preview Party Mix and mingle while enjoying light bites, entertainment and a cash bar in the beautiful Lyric Court. The season preview video will premiere at 8:30 pm. RSVP for this free event is required at <http://artcenter.org/event/season-preview-party/>.

COMMUNITY DEVELOPMENT UPDATES

Planning:

- Major Projects Update:
 - Oak Creek (NUW) – The EIR consultant is preparing revisions in response to staff comments on the first screencheck draft for the EIR. The tentative schedule anticipates issuance of the draft EIR for public review by the end of June.
 - Amanda Lane (NUW) – The applicant is working on a resubmittal package which is anticipated to be submitted by the end of the week.
 - Zak/NCA Development – The City Council hearing date is scheduled for 6/11/14.
 - Centerpointe 78 Commercial: – The Notice of Preparation (NOP) for EIR was issued, with comments due on 7/7/14. The NOP is the opportunity for the public and other agencies to identify potential issues for analysis in the EIR and to recommend mitigation measures.

City Manager's WEEKLY UPDATE to City Council

- North Broadway Deficiency Area Projects: – The two 16-lot subdivisions at 926 Lehner Ave (Baker), and 836 Stanley Ave. (Boer) and the associated development agreements are scheduled for Council consideration on June 18th.
- The U.S Department of Health and Human Services application for a Conditional Use Permit for a Youth Special Needs Facility at the former Palomar Continuing Care facility on Avenida Del Diablo is scheduled to be considered by the Planning Commission on 6/24/14. The facility is proposed to be operated by Southwest Keys. Staff has received comments and concerns from neighboring residents in response to the public notice.
- Staff has been notified by the Strategic Growth Council that Escondido has been awarded a Sustainable Communities Planning Grant for \$172,754. The grant, which received a ranking of #2 in the State, will be used to prepare the Area Plans for South Quince and South Escondido Boulevard Target Areas as part of the General Plan Implementation effort. Congratulations to Karen Youel, the management analyst who prepared the grant application!

Building Division:

- Building had a strong week issuing 52 permits for the week with a total valuation of \$1,415,736. Inspections and counter contacts remain constant with average daily inspections of 22 with 30 on Friday and average daily counter contacts of 32 with 34 on Friday.
- Building issued 12 photovoltaic permits this week, for a total of 228 permits to date.
- Inspections for the Habitat for Humanity Builder's Blitz on N. Elm went smoothly, with our senior building inspector, Roy Roberts and inspector Ed Chase stopping by the site for inspections in the morning, midday and in the afternoon to help keep the project moving and on schedule. The Blitz included one two-story single family dwelling and one two-story duplex completed in 5 days.
- The New McDonalds restaurant at 1146 E. Valley Parkway received final inspection approval and a Certificate of Occupancy.
- The Classical Academy at 207 E. Pennsylvania (the old North County Times building) is moving forward with inspections towards their September school opening.

PUBLIC WORKS UPDATE

Capital Improvement Projects

2013 - 2014 Pavement Repair and Rehabilitation Program:

The project has two minor areas of work remaining within this contract; the construction of an asphalt sidewalk along Barham Drive between Myers Avenue and the City limits and additional asphalt repairs in the Oak Hill neighborhood. The work will be completed by June 16.



City Manager's **WEEKLY UPDATE** to City Council

Red Flex Camera Removal:

A preconstruction meeting is set for Wednesday June 11; a construction schedule will be available after that meeting for the removal of the remaining Redflex camera systems.

Private Development

1146 East Valley Parkway- McDonald's Restaurant:

The new restaurant is set for its Grand Opening on Tuesday June 10th. All public improvements are completed.

Tract 888-Cambell Court:

The construction of the new roadway is complete.

Black Angus-North County Fair:

The construction of the underground utilities is ongoing which include private sewer, domestic water service and fire protection line.

PUBLIC SAFETY

Police:

- A news release on underage drinking posted was on the PD site: [Escondido Police Step Up Summer Enforcement on Underage Drinking](#)
- An Alcohol, Tobacco, Other Drugs (ATOD) Meeting held last week was attended by Captain James Stuard and Lieutenant Neal Griffin
- Saturation Patrols for DUI resulted in 4 arrests: [DUI Saturation Patrol Results](#)
- Facebook continues to maintain growth even after the huge increase (currently at 3,178) of followers after the fires.
- Lt. Neal Griffin attended a Quarterly Methamphetamine Strike Force Meeting last week in San Diego.

Fire:

- The Mobile Data Computers (MDCs) that were purchased with CIP funding have been received and configured for use. Fire personnel completed training this week on the operation and use of the MDCs. The new MDCs (computer tablets) are being installed in all of the front line apparatus this week and going right into service. The remainder of the MDCs will be installed in the reserve apparatus and chief vehicles by the end of the month. The MDCs will make communication quicker and easier between the communication's center and field units. Much of the communication will be as simple as pushing a button to document when they arrive on scene.



City Manager's **WEEKLY UPDATE** to City Council

- On Saturday, June 14th, the Fire Department will host its' Open House at Fire Station 4 in Kit Carson Park. The Open House will run from 10:00 a.m. to 2:00 p.m.

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