

Council Meeting Agenda

DECEMBER 15, 2010

CITY COUNCIL CHAMBERS ~ 4:00 P.M. & 7:00 P.M.

201 N. Broadway, Escondido, CA 92025

MAYOR	Sam Abed
MAYOR PRO TEM	Marie Waldron
COUNCIL MEMBERS	Olga Diaz Ed Gallo Michael Morasco
CITY MANAGER	Clay Phillips
CITY CLERK	Marsha Whalen
CITY ATTORNEY	Jeffrey Epp
DIRECTOR OF COMMUNITY DEVELOPMENT	Barbara Redlitz
DIRECTOR OF ENGINEERING SERVICES	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

DECEMBER 15, 2010
4:00 p.m. Meeting

Escondido City Council
Community Development Commission
Mobilehome Rent Review Board

CALL TO ORDER

FLAG SALUTE

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

PRESENTATIONS: Commitment to Community Award (HOPE)

ORAL COMMUNICATIONS

At this time the public may comment on items not appearing on the agenda. 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.)

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/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES: None Scheduled**

4. **ANNUAL FINANCIAL REPORT AND INDEPENDENT AUDIT REPORT FOR THE PROPOSITION-P CAPITAL FUNDS RELATED TO THE PUBLIC SAFETY FACILITY PROJECTS FOR THE FISCAL YEAR ENDED JUNE 30, 2010**

Staff Recommendation: Receive and file **(Finance Department: Gil Rojas)**

5. **ANNUAL REPORT ON CAPITAL FUNDS FUNDED BY DEVELOPER FEES FOR THE FISCAL YEAR ENDED JUNE 30, 2010**

Staff Recommendation: Receive and file **(Finance Department: Gil Rojas)**

6. **LEASE AGREEMENT FOR USE OF CITY PROPERTY LOCATED AT 165 EAST LINCOLN AND THE NORTHEAST CORNER OF BROADWAY AND STATE ROUTE 78 IN THE CITY OF ESCONDIDO (TURLO)** – Request Council authorize the Mayor and City clerk to execute a three-year Lease Agreement with Frank Turlo, DBA, Escondido Suzuki/San Diego Auto Thrift, for use of City property located at 165 East Lincoln Boulevard, for a rent rate increase to \$721 per month, subject to a 3% annual increase

Staff Recommendation: Approval **(Engineering Services: Ed Domingue)**

RESOLUTION NO. 2010-182

7. **STATE OF CALIFORNIA 9-1-1 EMERGENCY COMMUNICATIONS OFFICE AB 912 FUNDING** – Request council accept \$22,770 in funds from State of California 9-1-1 Emergency Communications Office; approve grant expenditure consistent with guidelines; and authorize the chief of Police to submit grant documents on behalf of the City; and authorize staff to establish budgets to spend grant funds

Staff Recommendation: Approval **(Police Department: Jim Maher and Susan Cervenka)**

8. **ESTABLISH A NEW ACCOUNT AND BUDGET ADJUSTMENT FOR REIMBURSEMENT TO THE DEVELOPER OF TRACT 914, LOCATED ON EL NORTE PARKWAY AT FLOOD CONTROL CHANNEL, SPECIFIC PLAN AREA 5 (NORTHEAST GATEWAY)** – Request council authorize the establishment of a new account and a budget adjustment in the amount of \$150,000 to the newly created account for the purpose of reimbursement to the developer of Tract 914

Staff Recommendation: Approval **(Engineering Division: Ed Domingue)**

CONSENT - RESOLUTIONS AND ORDINANCES (COUNCIL/CDC/RRB)

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

PUBLIC HEARINGS

9. **BUSINESS ENHANCEMENT ZONE (BEZ) CONSIDERATION OF A MODIFICATION TO THE CONDITIONAL USE PERMIT FOR WEIR ASPHALT PLANT (PHG 10-0014) 500 NORTH TULIP STREET** – A modification to a Conditional Use permit and Business Enhancement Zone (BEZ) approval (2005-11-CUP/BEZ) for a hot mix asphalt plant to increase on site storage capacity of hot mix and warm mix asphalt. The increase in storage capacity would be accomplished by installing two additional asphalt storage silos for finished product, one liquid asphalt storage tank, an emulsion tank and a sealer tank. The proposed modification includes a request to increase asphalt production on the site from the limit of 150,000 tons per year established in the existing CUP to the current APCD-approved limit of 250,000 tons per year

Staff Recommendation: Approval (**Community Dev./Planning: Barbara Redlitz**)

RESOLUTION NO. 2010-148

CURRENT BUSINESS

10. **COUNCIL ACTION PLAN UPDATE** – Request Council receive and file a status update to the Council Action Plan adopted on May 20, 2009

Staff Recommendation: Receive and file (**City Manager's Office: Gail Sullivan and Action Items Chairpersons**)

CURRENT BUSINESS

11. **GENERAL PLAN UPDATE AND CLIMATE ACTION PLAN (FILE PHG 09-0020 AND PHG 10-0016)** – Request Council (1) Authorize the Mayor and City Clerk to execute a Consulting Contract with PBS&J, in the amount of \$899,302 to assist in the General Plan Update, Environmental Impact Report, and Climate Action Plan; (2) Consider General Plan Land Use boundary alternatives; and (3) Provide direction for evaluating converting the downtown Valle Parkway/Second Avenue couplet to two-way traffic

Staff Recommendation: 1) Approve the contract and scope of services for the General Plan, EIR and Climate Action Plan with the consulting firm PBS&J totaling \$899,302, 2) Direct staff to amend the City's General Plan Boundaries for evaluation in the proposed General Plan Update by reducing territory in targeted outlying areas, 3) Gather additional input from the Downtown Business Association regarding the current downtown Valley Parkway / Second Avenue one-way couplet configuration for evaluation in the proposed General Plan Update. **(Community Dev./Planning: Barbara Redlitz)**

- a. RESOLUTION NO. 2010-179
- b. RESOLUTION NO. 2010-180
- c. RESOLUTION NO. 2010-181

12. **APPOINTMENTS TO COUNCIL SUBCOMMITTEES**

Staff Recommendation: Select and/or ratify appointees **(Mayor Sam Abed)**

BRIEFING (Staff)

FUTURE AGENDA

13. **FUTURE AGENDA ITEMS** - 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: Marsha Whalen)**

ORAL COMMUNICATIONS

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COUNCIL/COMMISSION/ MEMBERS COMMENTS

CLOSED SESSION: (COUNCIL/CDC/RRB)

14. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)

- a. Property: A parcel on the north side of West Valley Parkway
between City Hall and the California Center for the Arts,
Escondido, APN#229-372-20
Agency Negotiator: Charles Grimm
Negotiating parties: City of Escondido and CW Clark
Under negotiation: Price and terms of payment
- b. Property: 2165 Village Road
Agency Negotiators: Charles Grimm
Negotiating parties: Charles Grimm
Under negotiation: Price and terms of payment

ADJOURNMENT



Council Meeting Agenda

DECEMBER 15, 2010
7:00 p.m. Meeting

Escondido City Council
Community Development Commission

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, Morasco, Waldron, Abed

ORAL COMMUNICATIONS

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CURRENT BUSINESS

15. **MINOR LEAGUE BASEBALL BALLPARK** – Request City Council and Community Development Commission Action and Discussion:

Staff Recommendation: Approve the Budget Adjustment for consultant costs and provide Council direction on sub-items B and C (**City Manager's Office: Charles Grimm**)

- A. Authorize First Amendments to Consulting Agreements with Helix Environmental Planning, Incorporated and Linscott, Law and Greenspan respectively; and authorize a Budget Adjustment in the amount of \$263,579 that will place additional funds into the Community Development Commission budget needed for continued consulting services pertaining to environmental, financial, legal, and redevelopment issues associated with the ballpark development (Case File No. AZ 10-0002)
- i. RESOLUTION NO. CDC 2010-15 (Helix)
 - ii. RESOLUTION NO. CDC 2010-16 (Linscott/Greenspan)
- B. Authorize acquisition of 480 North Spruce
- RESOLUTION NO. CDC 2010-17
- C. Council Discussion related to the Minor League Baseball Ballpark

BRIEFING (Staff)

ORAL COMMUNICATIONS

At this time the public may comment on items not appearing on the agenda. 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.

COUNCIL/COMMISSION/ MEMBERS COMMENTS

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
December 22	NO MEETING	-	-	-
December 29	NO MEETING	-	-	-
January 5, 2010	Wednesday	4pm & 7pm	Council Meeting	Council Chambers
January 12, 2010	Wednesday	4pm & 7pm	Council Meeting	Council Chambers

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. 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.

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.ci.escondido.ca.us/government/agendas/PublishedMeetings.htm>
- 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 can be viewed the following Sunday and Monday evenings at 6:00 p.m. on Cox Cable. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and selecting: City Council/broadcasts of City Council Meetings/live video streaming.

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 4:00 and 7:00 p.m. (*Verify schedule with City Clerk's Office*) Members of the Council also sit as the Community Development Commission and the Mobilehome Rent Review Board.

**CITY HALL HOURS OF OPERATION
Monday-Thursday 7:30 a.m. to 5:30 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 COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: December 15, 2010

TO: Honorable Mayor and Members of the City Council

FROM: Gilbert Rojas, Director of Finance

SUBJECT: Annual Financial Report and Independent Audit Report for the Proposition-P Capital Funds related to the Public Safety Facility Projects for the Fiscal Year Ended June 30, 2010 per Government Code Section 53411

RECOMMENDATION:

City Council accepts and files the reports.

FISCAL ANALYSIS:

No impact.

GENERAL PLAN ANALYSIS:

No impact.

PREVIOUS ACTION:

None.

BACKGROUND:

The California Government Code Section 53411 requires local agencies to annually report certain financial information related to capital funds, which are to be funded by any local bond measure approved by voters. The information required by the Government Code includes the amount of funds collected, expended, and the status of any projects authorized to be bond funded. The fiscal year 2009-2010 information is summarized and included for your consideration and acceptance.

In addition, the City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2010 includes a fund designated as Public Safety Facilities, which accounts for Proposition P bond proceeds and expenditures. The CAFR was audited and has received an unqualified opinion from our audit firm, Lance, Soll and Lunghard, LLP. The City also hired our audit firm to perform an "Agreed-upon Procedures" report which no findings were reported.

In November 2004, Escondido voters approved Proposition P, which was an 84.3 million bond measure for the construction of a new Police and Fire Headquarters. Proposition P also included the construction of 3 new Fire Stations and a replacement of Fire station #1. The projects funded by Proposition P were completed and are now operational. The final cost of the projects totaled \$95.6 million. In addition to the bond proceeds, funding from other sources was necessary to complete the project. These funds were comprised of: \$7.5 million in interest income (from bond proceeds), \$781

thousand in bond premiums, and \$3.1 million from other funds like the general fund, public facility fees, and a state grant.

The remaining unspent balance of this project is \$443,915. Of this amount, \$437,344 represents the unspent balance of Prop P funds, in which \$255,883 are reserved for arbitrage fees.

Respectfully submitted,



Gilbert Rojas
Director of Finance

CITY OF ESCONDIDO
Financial Information Report
Proposition-P Capital Funds Subject to Gov. Code Sec. 53411
Fiscal Year Ended June 30, 2010

	Beginning Fund Balance	Interest Earned	Revenue	Capital Expenditures	Ending Fund Balance	FYE 2010 Appropriation Balance
PUBLIC SAFETY FACILITY PROJECT FUND	\$ 18,474,321	\$ 75,614	\$ -	\$ (17,231,419)	\$ 1,318,516	\$ 1,065,849

Sources:

<u>Revenue Description</u>	
LAIIF Interest (Reserve for Arbitrage - \$236,227.73)	75,614
Total Revenue:	\$ 75,614

Uses:

<u>Project No.</u>	<u>Expenditure Description</u>	<u>Expenditures</u>	<u>Appropriations</u>
171501	Police & Fire Headquarters	16,527,074	1,043,593
171502	Fire Station No. 3	1,425	5,267
171503	Fire Station No. 6	1,160	5,684
171504	Fire Station No. 7	1,160	1,585
174505	Fire Station No. 1	700,600	9,721
Total Expenditures and Appropriations:		\$ 17,231,419	\$ 1,065,849



CERTIFIED PUBLIC ACCOUNTANTS

- Brandon W. Burrows, CPA
- Donald L. Parker, CPA
- Michael K. Chu, CPA
- David E. Hale, CPA, CFP
A Professional Corporation
- Donald G. Slater, CPA
- Richard K. Kikuchi, CPA
- Susan F. Matz, CPA
- Shelly K. Jackley, CPA

October 10, 2010

City Council
City of Escondido
Escondido, California

INDEPENDENT ACCOUNTANTS' REPORT ON AGREED-UPON PROCEDURES

We have performed the procedures enumerated below which were agreed to by the management of the City of Escondido, California (the City), solely to assist the City Management ("Management") and the City Council in ensuring that the City has complied with certain requirements stipulated in the Public Safety Bond Measure ("Proposition P") for the fiscal year ended June 30, 2010. Management is responsible for compliance with those requirements and maintaining the records for Proposition P. This engagement to apply agreed-upon procedures was performed in accordance with the attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the report. Consequently, we make no representations regarding the sufficiency of the procedures described below, either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and the results obtained from the performance thereof were as follows:

1. **Procedures Performed:** We obtained a copy and read the following documents in order to gain an understanding of certain requirements stated in the Public Safety Bond Measure:
 - Ordinance No. 2004-16
 - Resolution No. 2004-173
 - Resolution No. 2004-174
 - Resolution No. 2004-291R
 - Resolution No. 2005-66

Results: We noted that the City Council placed before the voters of the City of Escondido a Public Safety Bond Measure ("Measure") providing for the issuance of general obligation bonds ("bonds") of the City for the acquisition, construction, repair and replacement of certain public safety facilities. The election was held on November 2, 2004, at which time the voters were asked whether or not the bonds should be issued in the amount up to \$84,350,000 to construct, upgrade and acquire land for fire stations including emergency response training centers and a combined police/ fire headquarters. The Measure presented to the voters provided that such bonds would be issued with oversight provided by a citizens' oversight committee and independent financial audits. Furthermore, no bond proceeds are to be used for administrative salaries or other operating expenses. At the election on November 2, 2004, the votes passed the Measure, identified as Proposition P on the ballot, and the results of such election were duly certified by the City Council by means of resolution at a regular meeting held on December 1, 2004.

2. **Procedures Performed:** We obtained and reviewed a summary expenditure detail schedule prepared by management listing all individual expenditure amounts, expenditure dates, vendor names and brief descriptions of the projects charged to the Measure during the fiscal year ended

June 30, 2010. We compared the individual expenditure amounts per the summary schedule to a general ledger expenditure detail to determine if the expenditures were in agreement.

Results: No exceptions were noted. Expenditure amounts, dates, descriptions and vendor names on the summary schedule agreed to the general ledger.

- Procedures Performed:** We reviewed 51% of the total expenditures listed in the general ledger detail for the fiscal year ending June 30, 2010, and determined if adequate supporting documentation (vendor/supplier invoices, receipts etc.) existed and whether the expenditure related to the specific projects stated in the Measure. We also examined the supporting documentation to ensure that amounts agreed to the general ledger and that no unallowable costs (i.e. administrative salaries, other operating expenses) were charged to the Measure.

Results: No exceptions were noted. All expenditures tested were properly supported and allowable.

- Procedures Performed:** We performed recalculations (for example: rate x hours) on the supporting expenditure documentation (i.e. invoices, etc.) to test mathematical accuracy for the sample of transactions listed in item #3.

Results: No exceptions were noted. The supporting documentations were mathematically accurate.

- Procedures Performed:** We inquired with management to determine when the Bond Measure Obligations were issued in order to meet the date of issue requirement described in No. 1 above. We also inquired if and when the reimbursement of allowable project costs occurred to determine if the reimbursement requirement described in No. 1 above was met.

Results: No exceptions were noted. We reviewed the official statement supporting that the bonds were issued on August 1, 2006, which was within the eighteen-month limit from when the project was placed into service.

Conclusion

We were not engaged to, and did not perform an audit, the objective of which would have been the expression of an opinion. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of the City and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of these procedures.

Lance, Soll & Luyhard, LLP



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ file No. _____

Ord No. _____

Agenda Item No.: 5
Date: December 15, 2010

TO: Honorable Mayor and Members of the City Council
FROM: Gilbert Rojas, Director of Finance
SUBJECT: Annual Financial Report on Capital Funds funded by Developer Fees per Government Code Section 66006

RECOMMENDATION:
City Council accepts and files the report.

FISCAL ANALYSIS:
No impact.

GENERAL PLAN ANALYSIS:
No impact.

PREVIOUS ACTION:
None.

BACKGROUND:
The California Government Code Section 66006 requires local agencies to annually report certain financial information related to capital funds which were established to track fees charged in connection with the approval of a development project. The information required by the Government Code includes the beginning and ending balance for the fiscal year, the fee charged, interest, other income, the amount of expenditure by public facility and any refunds made to developers pursuant to the Code. The fiscal year 2009/2010 information is included for your consideration and acceptance.

The attached reports provide the information required by the Government Code for the five development fees which fall under this disclosure requirement. No refunds have been made nor are any required. The report does not show the future plans for monies in the funds. More information on these funds and all other capital project funds are available in the Five Year Capital Improvement Program which was adopted by Council for fiscal year 2010/2011 and in the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2010, which will be provided to you by the end of December.

Respectfully submitted,

Gilbert Rojas
Director of Finance

CITY OF ESCONDIDO
Financial Information Report
Capital Funds Funded by Developer Fees and Subject to Gov. Code Sec. 66006
Fiscal Year Ended June 30, 2010

	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue and Transfers-In	Capital Expenditures and Transfers-Out	Ending Fund Balance	FYE 2010 Appropriation Balance	Fees as a Percentage of Total Project's Funding
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PARK DEVELOPMENT FUND	\$137,501	\$506,294	\$6,043	\$10,000	(\$59,753)	\$600,085	\$183,176	
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Fee: \$4,129.00 per Dwelling Unit

Other Revenue and Transfers In:

Other Revenue Description	
Contribution for Sports Center Improvements	10,000
Total Other Revenue and Transfers In:	\$10,000

Capital Expenditures and Transfers Out:

Project No.	Expenditure Description	Expenditures	Current Approp	Fees as a Percentage of Total Project's Funding
501804	11th Avenue Park-Master Plan	19,985	4,212	100%
501807	Kit Carson Amphitheatre Security Improvements	5,339	20,951	100%
501805	Ryan Park - Parking Lot	3,424	47,198	100%
501806	Sports Center Office	31,005	110,815	86%
	Total Expenditures and Appropriations:	\$59,753	\$183,176	

CITY OF ESCONDIDO
Financial Information Report
Capital Funds Funded by Developer Fees and Subject to Gov. Code Sec. 66006
Fiscal Year Ended June 30, 2010

Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue and Transfers-In	Capital Expenditures and Transfers-Out	Ending Fund Balance	FYE 2010 Appropriation Balance	Fees as a Percentage of Total Project's Funding
\$855,399	\$302,045	\$20,243	\$0	(\$80,269)	\$1,097,418	\$626,312	

Fee: City-wide Traffic Fee
 Residential - \$285/Average Daily Trip (ADT)
 Non-residential - \$42/Average Daily Trip (ADT)

Regional Transportation Congestion Improvement Program (RTCIP) Fee
 Residential - \$2,040/Residential Dwelling Unit

Capital Expenditures and Transfers Out:

Project No.	Expenditure Description	Expenditures	Current Approp	Fees as a Percentage of Total Project's Funding
661001	Citracado, West Valley to Harmony Grove	-	625,000	100%
669806	East Valley Pkwy Street Improvement	75,000	-	100%
662804	Traffic Signals & Intersections	5,269	1,312	100%
Total Expenditures and Appropriations:		<u>\$80,269</u>	<u>\$ 626,312</u>	

CITY OF ESCONDIDO
Financial Information Report
Capital Funds Funded by Developer Fees and Subject to Gov. Code Sec. 66006
Fiscal Year Ended June 30, 2010

	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue and Transfers-In	Capital Expenditures and Transfers-Out	Ending Fund Balance	FYE 2010 Appropriation Balance	Fees as a Percentage of Total Project's Funding
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PUBLIC ART FUND	\$1,004,375	\$89,951	\$26,938	\$0	(\$152,160)	\$969,104	\$391,218	
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Fee: \$0.30 per sq. ft. of building area

Capital Expenditures:

Project No.	Expenditure Description	Expenditures	Current Approp	
420119	Niki de Saint Phalle Art	17,934	23,296	94%
420019	Public Art - Administration	25,036	34	100%
421501	Public Art - Gateways	105,218	195,839	100%
421001	Public Art - Pedestrian Pathfinders	1,869	150,131	100%
427905	Public Art - Repair and Relocate Eucalyptus Leaf Court	2,103	15,618	90%
429999	Contingency	-	6,300	100%
	Total Expenditures and Appropriations:	\$ 152,160	\$ 391,218	

CITY OF ESCONDIDO
Financial Information Report
Capital Funds Funded by Developer Fees and Subject to Gov. Code Sec. 66006
Fiscal Year Ended June 30, 2010

Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue and Transfers-In	Capital Expenditures and Transfers-Out	Ending Fund Balance	FYE 2010 Appropriation Balance	Fees as a Percentage of Total Project's Funding
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STORM DRAIN FUND	\$849,267	\$111,898	\$0	(\$584,517)	\$392,605	\$283,237	
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Fee: Single-Family Residential \$1,071.00 per Dwelling Unit
Multi-Family Residential \$428.00 per Dwelling Unit
Non-Residential \$0.70 per sq. ft.

Capital Expenditures:

Project No.	Expenditure Description	Expenditures	Current Approp	
672904	Storm Drain - Citracado/Don Lee-Vineyard	303,519	132,651	100%
679807	Storm Drain - East Valley Parkway	270,250	-	100%
679908	Storm Drain - La Honda Drive	-	52,586	100%
672001	Storm Drain - Maple Street Pedestrian Plaza	-	98,000	100%
799501	Fees 09 Available for Developer Reimbursements	10,748	-	100%
	Total Expenditures and Appropriations:	\$584,517	\$283,237	

Designated from Fund Balance

10% Available for Developer Reimbursement 27,500

CITY OF ESCONDIDO
Financial Information Report
Capital Funds Funded by Developer Fees and Subject to Gov. Code Sec. 66006
Fiscal Year Ended June 30, 2010

	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue and Transfers-In	Capital Expenditures and Transfers-Out	Ending Fund Balance	FYE 2010 Appropriation Balance	Fees as a Percentage of Total Project's Funding
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PUBLIC FACILITIES	\$7,155,854	\$745,950	\$203,602	\$0	(\$850,304)	\$7,255,102	\$761,421	
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Fee: Residential \$4,533 per Dwelling Unit
Commercial \$2.13 per square foot
Industrial \$1.61 per square foot

Capital Expenditures:

Project No.	Expenditure Description	Expenditures	Current Approp
100239	Computer Aided Dispatch	116,713	137,167
150059	Digital Imaging Storage - Police	-	4,241
160169	Fire Records Management System	-	50,000
166809	Fire Stations Alerting System	13,439	-
160149	Fire Station No. 4 Remodel	-	400,000
153009	GIS Public Internet Server	-	24,973
136401	Hi-Resolution Imagery Acquisition	73,040	23,485
410039	Joslyn Senior Center Remodel	58,670	14,625
400029	Library Books Circulation	182,841	25,041
109549	Public Works Yard Welding Building	0	81,889
	SubTotal Expenditures:	<u>444,703</u>	<u>761,421</u>

Transfers-Out Description

Transfer to General Capital Projects Fund for Desktop Computer Replacement	5,600
Transfer to General Capital Projects Fund for Public Safety Facility Expansion	400,000
Total Expenditures and Appropriations:	<u>\$ 850,303</u>

Designated from Fund Balance

Public Safety Facility	491,067
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Item #6



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: December 15, 2010

TO: Honorable Mayor and Members of the City Council
FROM: Edward N. Domingue, Director Engineering Services
SUBJECT: Lease Agreement with Frank Turlo, dba Escondido Suzuki/San Diego Auto Thrift, for Parcels at 165 E. Lincoln and the Northeast Corner of Broadway, and SR 78 in the City of Escondido

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2010-182 approving the Lease Agreement ("Agreement") with Frank Turlo for the parcels located at 165 E. Lincoln and the northeast corner of Broadway, and SR78 in Escondido (the "Premises").

FISCAL ANALYSIS:

The lease rate for both parcels will be \$721 per month with a three percent (3%) annual increase. No new security deposit is required.

PREVIOUS ACTION:

On August 22, 2007, City Council adopted Resolution No. 2007-149 approving a short-term rental agreement with Frank Turlo. On June 3, 2009, City Council adopted Resolution No. 2009-56-R approving an eighteen (18) month lease ("Original Lease") with Mr. Turlo.

BACKGROUND:

Mr. Turlo has rented the subject parcels for several years. Mr. Turlo entered into an agreement with American Suzuki to expand his previous business, San Diego Auto Thrift, into a new dealership. During the renovations of his dealership he rented the building at 165 E. Lincoln for storage of dealer materials and undertook the renovation of the corner parcel and added landscaping, new signage, and lighting. Upon completion of the renovations, he continued to rent the building from the City under a short-term rental agreement.

Mr. Turlo approached the City with a request to use the parking lot at the 165 E. Lincoln location for car sales. Since this was not a condition of the short-term rental agreement, Mr. Turlo was directed to the Planning Department for their approval of this change in use. The Planning Department

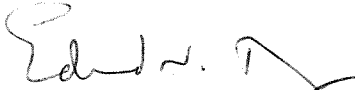
Lease Agreement with Mr. Frank Turlo
December 15, 2009
Page 2

determined that this use was not in conflict with the current zoning and that the 165 E. Lincoln location could be used for car sales.

Since Mr. Turlo completed an extensive refurbishment of the corner of Broadway and SR 78 at his own expense, which enhanced not only his business but the City as well, the Real Property Manager decided in 2009 that it would be in the best interest of both parties to enter into an eighteen (18) month lease for use of the premises. The Original Lease is now set to expire on December 31, 2010.

Mr. Turlo has been in negotiation with the City to purchase the premises for the last three (3) years; however current economic conditions do not allow him to proceed at this time. Therefore, it is recommended to approve renewal of the Original Lease, which will provide for an additional lease term of three (3) years and a rent rate increase to \$721 per month, subject to a 3% annual increase.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ed N. Domingue". The signature is written in a cursive style with a large, sweeping flourish at the end.

Edward N. Domingue, P.E.,
Director Engineering Services

RESOLUTION NO. 2010-182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A LEASE AGREEMENT FOR THE PROPERTY LOCATED AT 165 EAST LINCOLN AND THE NORTHEAST CORNER OF BROADWAY, AND SR 78 IN THE CITY OF ESCONDIDO

(Frank Turlo)

WHEREAS, certain real property located at 165 East Lincoln Avenue and the northeast corner of Broadway and SR 78 in Escondido, is presently leased to Frank Turlo as part of his American Suzuki dealership; and

WHEREAS, the existing lease will expire December 31, 2010, and Frank Turlo desires to renew the lease for an additional three-year term; and

WHEREAS, it is in the City's best interest to enter into a new lease with Frank Turlo for additional term of three (3) years at a rent rate of Seven Hundred and Twenty-One Dollars (\$721) a month, subject to a 3% annual increase; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Lease Agreement ("Agreement") with Frank Turlo.

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

1. That the above recitations are true.

2. The Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Frank Turlo in substantially the form attached to this resolution as Exhibit "A," and incorporated by this reference, and subject to final approval as to form by the City Attorney.

**CITY OF ESCONDIDO
LEASE AGREEMENT**

PREMISES:

165 E. Lincoln/Portion Parcel A, Parcel Map 956 (Northeast Corner, Lincoln Parkway & Broadway)

LESSEE:

Frank Turlo, dba San Diego Auto Thrift.

TERM: Three (3) Years

CITY OF ESCONDIDO
LEASE AGREEMENT INDEX

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Exhibit A Premises



CITY OF ESCONDIDO
LEASE AGREEMENT

This Agreement is made this _____ day of _____, 2010.

Between: CITY OF ESCONDIDO
a municipal corporation
201 N. Broadway
Escondido, California 92025
("CITY")

And: Frank Turlo
dba San Diego Auto Thrift
("LESSEE")

Witness that whereas:

A. CITY desires to rent to LESSEE and LESSEE desires to rent from CITY certain public property located 165 E. Lincoln Avenue and a portion of Parcel A, Parcel Map 956 (Northeast corner of Lincoln Parkway and Broadway), for the purpose of operating and maintaining an auto sales dealership. The Property is identified on the attached Exhibit "A", which is incorporated by this reference.

NOW THEREFORE, it is mutually agreed by and between CITY and LESSEE as follows:

1. DEFINITION OF TERMS. The following words in this Lease Agreement shall have the significance attached to them in this clause unless otherwise apparent from their context.
 - a. "Lease" means this Lease Agreement.
 - b. "Premises" means the real property described in Exhibit "A".
 - c. "Lease Administrator" means the City of Escondido–Real Property Manager, or upon written notice to LESSEE, such other person as shall be designated from time to time by CITY.

- d. "LESSEE" means Frank Turlo, dba San Diego Auto Thrift, and does not include its heirs, assigns, or successors-in-interest.
- 2. ADMINISTRATION. This Lease shall be administered on behalf of CITY by the Lease Administrator, whose address is:

City of Escondido
Engineering – Real Property
201 North Broadway
Escondido, CA 92025

and on behalf of LESSEE by Frank Turlo, whose address is:

990 N. Broadway
Escondido, CA 92026

- 3. TERM. The term of this Lease shall be three (3) years, commencing on January 1, 2011.
- 4. TERMINATION OF LEASE.

4.1 Each party shall have the right to terminate this Lease without cause for any reason by giving ninety (90) days prior written notice to the other party.

4.2 CITY shall have the right to terminate this Lease by giving seven (7) days prior written notice to LESSEE for any of the following events:

4.2.1 LESSEE'S failure to comply with the following clauses in this Lease:

- Acceptance and Maintenance, Paragraph 13
- Alterations, Paragraph 14
- Use, Paragraph 15
- Occupancy and Assignment, Paragraph 16
- Conduct, Paragraph 17
- Insurance, Paragraph 22
- Americans with Disabilities Act (ADA), Paragraph 30

4.2.2 If the CITY discovers at any time during the Lease term that the LESSEE or any other party has used, is using, or will use the Premises in an unlawful manner or for an unlawful purpose, or in any manner that is inconsistent with any provision of this Lease.

5. OPTIONS TO RENEW. Not applicable to this Lease.

6. VACATION OF PREMISES.
 - 6.1 Upon termination of this Lease for any reason, LESSEE shall peaceably vacate and deliver the Premises to CITY in the same condition as LESSEE found them upon its acceptance of the Premises hereunder, excepting ordinary wear and tear and conditions caused by acts of God.

 - 6.2 Upon such termination, LESSEE shall immediately:
 - 6.2.1 Arrange and pay for the disconnection of all utilities and services ordered by LESSEE;

 - 6.2.2 Provide a written statement to the Lease Administrator of LESSEE'S new address for purpose of refunding monies, if any, due LESSEE under this Lease; and

 - 6.2.3 Deliver any keys for the Premises to the Administrator or send said keys by certified mail to the address stated in Paragraph 2 above.

7. RENT. In consideration of the possession and use of the Premises, LESSEE shall deliver and pay rent to CITY during the term of this Lease in the amount of SEVEN HUNDRED AND TWENTY-ONE DOLLARS (\$721.00) per month, on or prior to the 5th day of each month, subject to annual increases pursuant to Paragraph 9 herein.

8. LATE PAYMENT. Rent payments received after the 15th day of any month will be charged an additional 20% late payment fee.

9. RENT ADJUSTMENT. The rent due hereunder will be increased on each anniversary of the commencement date of this Lease to an amount equal to the amount of the monthly installment of rent payable during the preceding year increased by three percent (3%).

10. SECURITY DEPOSIT. No security deposit shall be required under this Agreement.

11. UTILITIES PAYMENTS. LESSEE agrees to provide and pay for all utilities and services necessary for the occupancy and use of the Premises, including, but not limited to: gas, water, electricity, trash, sewage charges or septic service, and telephone.

12. TAXES, ASSESSMENTS, AND FEES.

- 12.1 The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in LESSEE, LESSEE may be subjected to the payment of personal property taxes levied on such interest. LESSEE shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon LESSEE, on said Premises or any interest therein, on any buildings, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein.
- 12.2 LESSEE further agrees not to allow such taxes, assessments, or fees to become a lien against said premises or any improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit LESSEE from contesting the validity of amount of any such tax, assessment, or fee in any manner authorized by law.

13. ACCEPTANCE AND MAINTENANCE.

- 13.1 LESSEE hereby acknowledges that LESSEE has inspected the Premises, that LESSEE accepts said Premises "as is" and "where is," that the Premises are in a good and sanitary order, condition, and repair. LESSEE hereby accepts the Premises as such.
- 13.2 LESSEE agrees to take good care of the Premises and all improvements, alterations, fixtures, and appurtenances thereon. LESSEE agrees to make all repairs in and about the Premises, including painting, which may be necessary to preserve them in good order and condition. Said repairs, if any, shall be made in a good and professional manner, and at least equal to the condition and quality of the repaired items at the inception of this Lease. LESSEE shall promptly pay the expenses of such repairs. LESSEE agrees to be solely responsible for all costs of maintenance and repair.
- 13.3 In the event LESSEE fails to properly maintain the premises as required by CITY, then CITY may notify LESSEE in writing of said failure. In the event LESSEE fails to perform said maintenance within thirty (30) days after such notice by CITY, CITY may perform such maintenance, and the cost thereof including, but not limited to, the cost of labor, material, and equipment, shall be paid by LESSEE to CITY within ten (10) days from receipt by LESSEE of a cost statement from CITY.

13.4 Noncompliance by LESSEE with any provision of this clause shall allow the CITY to immediately terminate this Lease, pursuant to Paragraph 4.2 above.

14. ALTERATIONS.

14.1 LESSEE shall not paint, alter, cut, add to, or otherwise change the appearance, structure, or condition of the Premises without the prior written consent of the Lease Administrator and only after obtaining applicable permits.

14.2 Any improvements made with the consent of the Lease Administrator shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this Lease.

14.3 Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

15. USE. LESSEE agrees to use the Premises as follows:

15.1 For the purpose of operating and maintaining an auto sales dealership, in accordance with the provisions and requirements contained in any permits required by the City of Escondido Planning Division.

15.2 LESSEE shall not use, nor permit the use of, the Premises other than as described in Paragraph 15.1 above. In any case where LESSEE is, or should reasonably be, in doubt as to the propriety of any particular use, LESSEE may request, and will not be in breach or default if LESSEE abides by, the written determination of the Lease Administrator that such use is or is not permitted.

15.3 Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

16. OCCUPANCY, ASSIGNMENT AND SUBLETTING. The Premises shall only be occupied by LESSEE except with prior written consent of the Lease Administrator. LESSEE may not assign this Lease or any interest therein and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person except employees, agents, guests of LESSEE, to use or occupy the Premises or any part thereof, without the written consent of the Lease Administrator in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person.

Any such assignment or subletting without such consent shall be void and shall, at the option of CITY, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable as to the interest of LESSEE by operation of law, without the written consent of the Lease Administrator. LESSEE'S noncompliance with this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

17. CONDUCT.

17.1 LESSEE and guests of LESSEE shall at all times conduct themselves in a quiet and dignified manner so as to cause no annoyance or inconvenience to neighbors of LESSEE.

17.2 LESSEE shall not violate, or permit the violation of, any City or County ordinance, or state or federal law, in or about the Premises.

17.3 Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

18. PETS. No pets or livestock of any kind may be kept on the Premises without the prior written consent of the Lease Administrator.

19. NOTICES. Any notice required or permitted to be given by this Lease must either be personally served on the other party or served by certified mail, return receipt requested, to the addressee. Notices served by mail shall be sent to the address listed above in Paragraph 2. A change of either party's address must also be immediately served in the manner described above.

20. RIGHT OF INSPECTION. CITY reserves the right for its agents or employees to enter upon and inspect the Premises at any reasonable time to ascertain if LESSEE is complying with the provisions of this Lease.

21. RIGHT TO SHOW PREMISES. CITY reserves the right, during the last sixty (60) days of this Lease, or any extension thereof, to conduct an "open house" of the Premises in order to facilitate re-renting or selling the Premises. Said "open house" shall not exceed four hours total duration (maximum of two separate days), and when possible, be scheduled from 3 p.m. to 5 p.m., Monday through Friday.

22. INSURANCE.

22.1 LESSEE must have insurance in the following amounts at all times during this Agreement:

22.1.1 General liability insurance with at least \$1 Million combined single-limit coverage per occurrence for bodily injury and property damage; and

22.1.2 Automobile liability insurance of \$1 Million combined single-limit per accident for bodily injury and property damage; and

22.1.3 Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship

22.2 Each insurance policy required above must be acceptable to the City Attorney:

22.2.1 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 policy.

22.2.2 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.

22.2.3 All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

22.3 LESSEE agrees to deposit with CITY, on or before the effective date of this Lease, one Certificate of Insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. Said Certificate of Insurance shall be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Lease Term. LESSEE will also deposit with the CITY within 60 days of the Effective Date of this Lease, an Additional Insured Endorsement naming CITY specifically and separately as a "additional insured", with the exception of the worker's compensation policy. The appropriate endorsements described in Paragraph 22.2

above shall follow within sixty (60) days. Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

- 22.4 CITY shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the Lease Administrator, the insurance provisions in this Lease do not provide adequate protection for CITY and for members of the public using the Premises, CITY may require LESSEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks which exist or are foreseeable at the time a change in insurance is required. CITY'S requirements shall be reasonable, but shall be designed to assure adequate protection of the CITY'S interests. The Lease Administrator shall notify LESSEE in writing of changes in the insurance requirements and, if LESSEE does not deposit with CITY within sixty (60) days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, this Lease shall be deemed in default without further notice to LESSEE and may be forthwith terminated by the Lease Administrator, pursuant to Paragraph 4.2 above.
- 22.5 The procuring of such required policy or policies of insurance shall not be construed to limit LESSEE'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, LESSEE shall be obligated for the full and total amount of any damage, injury or loss attributable to any act or omission of it or its agents, customers or guests in connection with this Lease or with use or occupancy of the Premises.
- 22.6 Noncompliance by LESSEE with any provision of this Paragraph 22 shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
23. INDEMNIFICATION. LESSEE shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees from and against any and all claims, demands, and liabilities for loss of any kind or nature which CITY, its officers, agents, or employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with this Lease or with the occupancy and use of the Premises by LESSEE, its invitees, visitors, or any other persons whatsoever. LESSEE further agrees to pay any and all costs and expenses, including, but not limited to, court costs and reasonable attorney's fees

incurred by CITY on account of any such claims, demands, or liabilities. However, the provisions of this Lease shall not be construed to indemnify CITY for claims or acts arising from CITY'S sole negligence.

- 24. ATTORNEY'S FEES, COSTS AND EXPENSES. In the event litigation or other proceeding is required to enforce or interpret any provision of this Lease Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

- 25. NONDISCRIMINATION. LESSEE herein covenants that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of physical or mental disabilities, race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the leased premises. LESSEE shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, or use of occupancy by customers, tenants or vendees in the leased premises.

- 26. SUPERSEDURE. This Lease, upon becoming effective, shall supersede any leases or rental agreements heretofore made or issued for the Premises between the CITY and LESSEE.

- 27. HAZARDOUS AND/OR CONTAMINATED SOIL AND MATERIAL. LESSEE will not place or permit to be placed materials and/or contaminated soils on the premises which under federal, state, or local law, statute, ordinance, or regulations require special handling in collection, storage, treatment, and/or disposal. LESSEE also hereby covenants and agrees that, if at any time it is determined there are materials and/or contaminated soils located on the premises which under any environmental requirement require special handling in collection, storage, treatment, or disposal, LESSEE shall notify CITY. Within thirty (30) days after written notice to CITY or from CITY, LESSEE shall commence to take and thereafter diligently complete, at LESSEE'S sole expense, such actions as may be necessary to comply with environmental requirements.

- 28. LAW TO GOVERN; VENUE. This Lease Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Diego,

North County Branch. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Southern District of California, in San Diego.

29. SPECIAL PROVISIONS. LESSEE hereby acknowledges that LESSEE waives all rights to any form of relocation assistance provided for by local, state, or federal law to which LESSEE may be entitled by reason of this Lease.
30. AMERICANS WITH DISABILITIES ACT (ADA). It is the duty of the LESSEE while operating under this Lease to comply with all local, state, and federal laws, including, but not limited to, the Americans with Disabilities Act and to indemnify CITY from any violation of any such law. Failure to comply with a provision of local, state, or federal law is grounds for the Lease Administrator's immediate termination of this Lease.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

By: _____
Mayor

Date: _____

By: _____
City Clerk

Date: _____

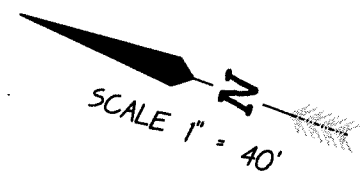
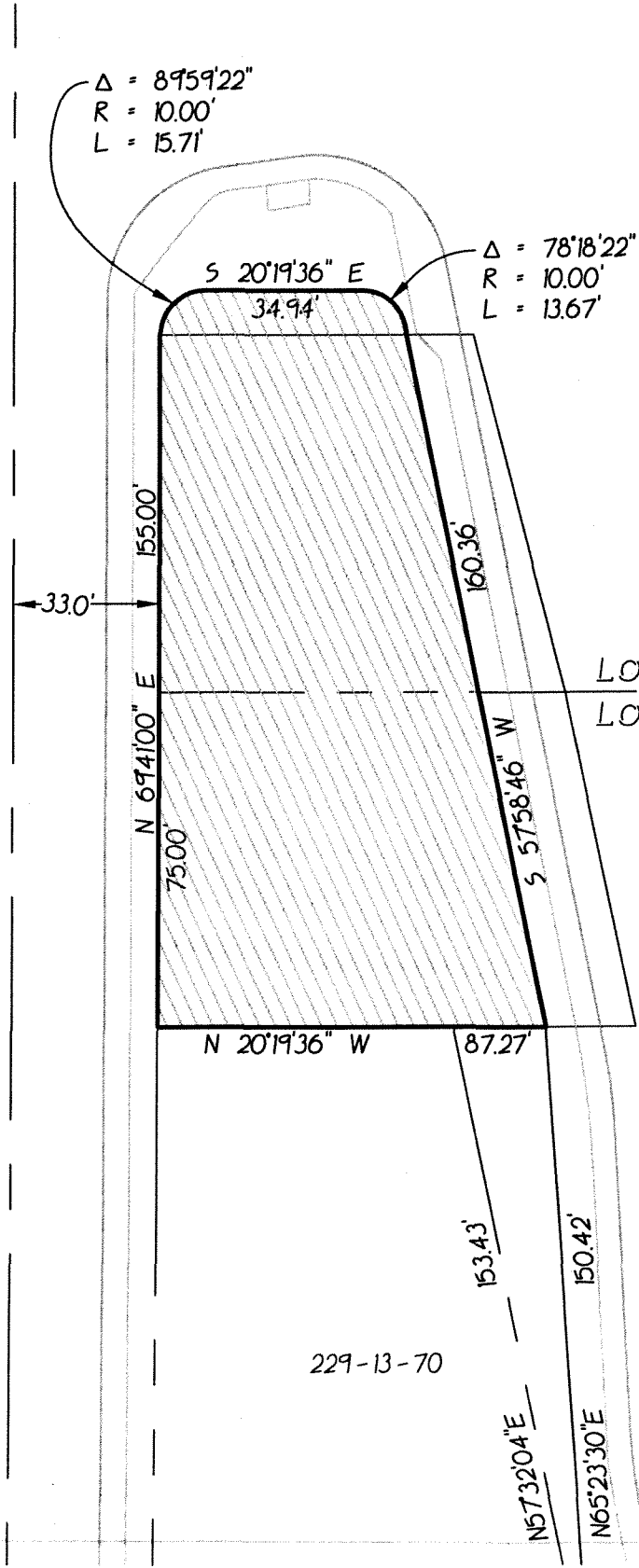
LESSEE
By: _____

Print Name and Title

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
Jeffrey R. Epp, City Attorney

By: _____

LINCOLN AVENUE



LOT 5
LOT 4

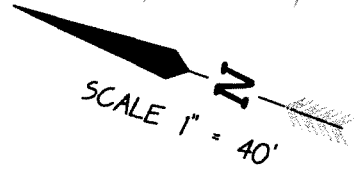
BLOCK 156
MAP 723

LINCOLN PARKWAY

229-13-70

EXHIBIT "A"
Page 2 of 2

Resolution No. 2010-182
EXHIBIT "A"
Page 14 of 14



LOT 4
BLOCK 156
MAP 723

LINCOLN PARKWAY

PARCEL A
P.M. No. 956

LINCOLN AVENUE

229-13-82

229-13-81

229-13-80

33.0'

N20°19'36"W 130.00'

N 69°41'00" E 197.36'

S 62°01'47" W 89.84'

S 59°21'18" W 110.10'

4.0' PER RESOLUTION
NO. 93-205

50.0'

N 20°19'36" W
31.70'

BROADWAY STREET

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: December 15, 2010

TO: Honorable Mayor and Members of the City Council
FROM: Jim Maher, Chief of Police
SUBJECT: STATE OF CALIFORNIA 9-1-1 EMERGENCY COMMUNICATIONS OFFICE AB912 FUNDING

RECOMMENDATION:

It is requested that Council accept \$22,770.40 in funds from the State California 9-1-1 Emergency Communications Office. Approve grant expenditures consistent with guidelines and authorize the Chief of Police to submit grant documents on behalf of the City. Authorize staff to establish budgets to spend grant funds.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used to cover training costs for newly hired Dispatch personnel.


PREVIOUS ACTION:

None.

BACKGROUND:

The California 9-1-1 Emergency Communications Office has awarded the City of Escondido Police Department \$22,770.40 to cover training costs for newly hired Dispatch personnel. The one-time reimbursement, authorized under AB912, was allocated from funds set aside for call answering positions throughout the State. If approved by your action today, funds will be spent to cover salary and benefits for six to eight weeks of on-the-job training, including four weeks of inquiry training (training on databases including CJIS, NCIC, NLETS, DMV and ARJIS), four weeks of fire dispatch training and six weeks of radio training.

Respectfully submitted,


Jim Maher
Chief of Police

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8
Date: December 15, 2010

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Homi Namdari, Assistant City Engineer

SUBJECT: Establish a New Account and a Budget Adjustment for Reimbursement to the Developer of Tract 914, Located on El Norte Parkway at the Flood Control Channel, within the Northeast Gateway Specific Plan Area

RECOMMENDATION:

It is requested that Council approve the establishment of a new account and a budget adjustment to transfer \$150,000 into the new account for the purpose of reimbursement to the developer of Tract 914, located within the Northeast Gateway Specific Plan Area.

FISCAL ANALYSIS:

The proposed budget adjustment will require the transfer of \$150,000 from the General Fund Budget (FY 2010-2011). The source of funding for this budget adjustment is \$435,000 of developer contributions and density fees paid by this developer during this fiscal year and deposited to the General Fund.

PREVIOUS ACTION:

The City of Escondido approved a Tentative Subdivision Map for Tract 914 on December 14, 2005 (Resolution 2005-277), entered into a Development Agreement (DA) on March 24, 2006, and executed an Operating Memorandum (OM) on September 2, 2010.

BACKGROUND:

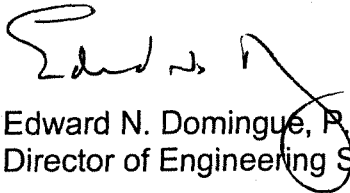
The DA entitled the project to be developed with a density bonus of 15 additional residential units on the project property and the developer to be reimbursed for the cost of construction of an off site traffic signal on El Norte Parkway at Kaile in an amount not to exceed \$150,000. The DA guaranteed the City \$750,000 in density fees in timed payments, with an additional maximum final payment amount of \$10,000 per each of the project's 30 units due when the developer sold each unit. The developer also had the option to provide a final payment profit sharing amount based on the developer's reasonable expenses and a guaranteed profit of 10%. This DA was negotiated at the height of the housing market.

December 15, 2010
Tract 914 Developer Reimbursement
Page 2

With the recent economic decline this project has changed ownership. The new developer/owner requested an OM to clarify the profit sharing final payment. The negotiated OM accelerated all payments to execution of the OM, quantified the final payment amount to a guaranteed \$2,500 per each of the project's 30 units, and greatly simplified the evaluation process for determining the final payment.

The developer has completed the construction of the traffic signal at the intersection of El Norte Parkway and Kaile, the City has accepted the improvements, and the developer has provided city staff with documentation verifying a total construction cost of \$201,000 for the traffic signal. Per the DA the City will reimburse the developer up to the maximum of \$150,000 for the traffic signal improvements.

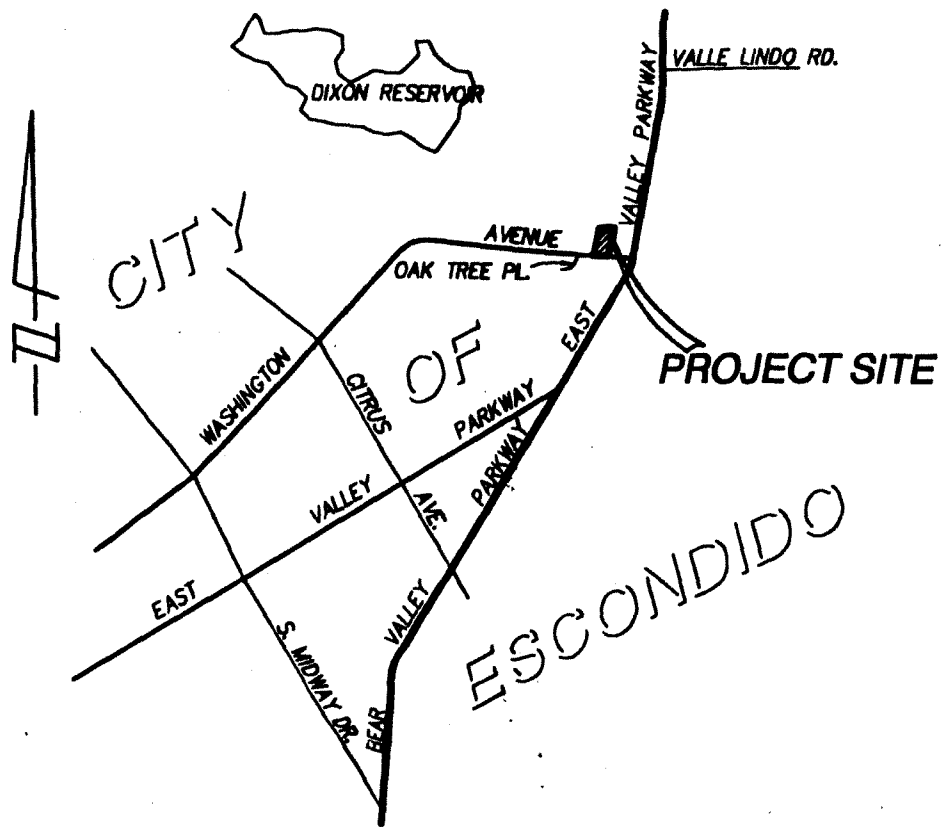
Respectfully submitted,



Edward N. Domingue, P.E.
Director of Engineering Services



Homi Namdari
Assistant City Engineer



VICINITY MAP

NOT TO SCALE

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9

Date: December 15, 2010

TO: Honorable Mayor and Members of the City Council
FROM: Barbara J. Redlitz, Director of Community Development
SUBJECT: Business Enhancement Zone (BEZ) Consideration of a Modification to the Conditional Use Permit for Escondido Asphalt (PHG 10-0014)

STAFF RECOMMENDATION:

It is requested that Council adopt Resolution No. 2010-148 approving the proposed modification to a Conditional Use Permit.

ECONOMIC DEVELOPMENT SUBCOMMITTEE RECOMMENDATION:

On August 10, 2010, the Council's Economic Development Subcommittee approved a request from the applicant for expedited processing directly to the City Council. No other BEZ incentives were requested by the applicant.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission did not review the proposed project.

PROJECT DESCRIPTION:

A Business Enhancement Zone (BEZ) project consisting of a modification to a Conditional Use Permit for an existing portable asphalt concrete drum mix plant adjacent to an existing concrete and asphalt recycling facility on a 3.72 -acre site in the M-2 (General Industrial) zone. The proposed modification would permit an increase in asphalt production from an average of 500 tons per day (tpd) to an average of 1,000 tpd, with the maximum production cap also increasing from 150,000 tons annually to 250,000 tons annually. The proposed modification would replace two, 45-foot tall 80-ton vertical asphalt concrete storage/load-out silos with four, 45-foot tall 125-ton vertical asphalt concrete storage/load-out silos. Three additional storage tanks would also be added including a heated 10,000 gallon liquefied asphalt storage tank, a 5,400 gallon emulsified asphalt storage tank, and a 7,500 gallon Guardtop sealer storage tank.

LOCATION:

On the northeastern side of Tulip Street, between the flood control channel and Railroad Avenue, addressed as 500 N. Tulip Street.

FISCAL ANALYSIS:

None

GENERAL PLAN ANALYSIS:

The project site is designated General Industrial (GI) which provides for manufacturing, warehouse/distribution, assembling and wholesaling uses. The site is also located within the Hazardous Chemical Overlay (HCO) area which allows heavy industrial manufacturing, including the manufacture of hazardous chemicals and allied products. The current M-2 zoning is generally associated with the GI designation. The proposal is consistent with General Plan Industrial Policy B5.1 that notes the General Industrial designation accommodates a wide range of heavier industrial activities which conform to environmental laws and industry standards.

The project site is also located in a Land Use Study Area currently under consideration as part of the General Plan Update. The site is within the 296-acre, EL-3 study area that roughly includes the southeastern quadrant of I-15/SR-78 bounded to the east by Centre City Parkway and to the south by Tulip Street. This study area is being evaluated for a change to Planned Industrial and/or a Specific Planning Area for its potential capacity as employment lands that could include commercial office, professional services, research and development, or a regional attraction with ancillary uses. Should this change ultimately be incorporated into the General Plan and include the subject property, it is likely the existing uses on the applicant's property would become legal non-conforming uses.

ENVIRONMENTAL REVIEW:

A Subsequent Mitigated Negative Declaration was issued on October 14, 2010. The environmental review concluded there will be no significant environmental effects from the project because of specific mitigation measures related to air quality and noise which have been agreed to by the applicant and incorporated into the design and implementation of the project.

PREVIOUS ACTION:

The Escondido Asphalt batch plant (2005-11-CUP/BEZ) was originally approved by the City Council on September 14, 2005. The asphalt plant was constructed shortly thereafter in the northwestern corner of the Escondido Sand and Gravel site. The City Council had previously approved the Escondido Sand and Gravel asphalt and concrete recycling yard (2001-43-CUP/BEZ) on November 28, 2001. Escondido Sand and Gravel received subsequent Council approval of a request (2002-55-CUP/BEZ) to allow rock crushing at its facility on March 3, 2004.

BACKGROUND:

The project site is currently developed with the existing asphalt batch plant and a concrete and asphalt recycling facility with mobile crushing equipment and 20'-high materials stockpiles. The proposed modification to the asphalt plant would increase the number of storage/load out silos for finished product, as well as the number of storage tanks for liquefied asphalt products. The 3.72 acre site is located within a developed heavy industrial area and is surrounded by other heavy industrial uses, including a concrete batch plant to the west; a co-generation electric power plant with associated ice skating/fitness facility to the south across Tulip Street; and an NCTD railroad right-of-way immediately to the north with passenger and freight train traffic. North of the rail line is a train maintenance yard and heavy train repair facility for the Sprinter trains, a truck maintenance facility for the waste collections trucks for Escondido Resource Recovery, and the City's Public Works yard that is in the process of being vacated. To the east of the site is a 150'-200'± wide concrete flood control channel. Beyond the channel is the Gateway commercial shopping center with retail shops, offices and restaurants.

The asphalt plant is open to the public from 6 AM to 4 PM Monday through Saturday with additional hours as needed to accommodate contractors. The two existing 45-foot tall, 80-ton vertical asphalt concrete storage/load-out silos would be replaced by a total of four, 45-foot high, 125-ton storage/load out silos placed in a linear arrangement to allow trucks to maneuver under each one. Each silo will contain a different hot or warm-mix asphalt concrete product based on the size of the aggregate used in the mix. It is expected that one silo each could be utilized for ¾-inch mix, ½-inch mix, ⅜-inch mix, and sheet mix (less than ⅜). Several silos could also be used for one mix type depending on the daily needs of customers. The increase in storage capacity for finished product allows more finished product to be produced and sold. The existing asphalt plant production equipment already has the capacity to produce more product and no changes are proposed to this equipment. Average daily production would increase from 500 tons of asphalt product per day to an average of 1,000 tons per day. The maximum annual production cap of 150,000 tons established in the original Conditional Use Permit would be increased to 250,000 tons annually to reflect the current APCD Permit and the increased storage capacity.

ANALYSIS OF PROPOSED MODIFICATIONS:

Asphalt plants are permitted in the M-2 zone and the HCO, subject to a Conditional Use Permit. At the time the asphalt plant was originally approved, it was noted that potentially significant effects related to aesthetics, traffic and air quality could occur. Several technical studies were prepared to assess these issues. Traffic and air quality studies were recently updated to reflect the proposed modification. Potential impacts related to the proposed modification to the asphalt plant are discussed in detail below.

Public Views

Public views into the site would generally be from the N. Tulip Street frontage. The tallest equipment would be the four, new 45-foot high storage/load-out silos and the drag slat conveyors or bucket elevator system that loads product into the top of them. The new storage silos would be the same

height as the two existing storage/load-out silos on the site. The other asphalt plant components are primarily horizontal units and tanks ranging in heights from 13-feet to 20-feet. On September 23, 2010, the Design Review Board considered the proposed modifications to the asphalt plant and unanimously recommended approval noting the facility already provided the best perimeter landscaping and screening of any local, heavy industrial use.

The silos are the most prominent visual feature in the asphalt plant and will continue to be visible from several vantage points. Around the perimeter of the site is a 9-foot high concrete k-rail and solid wood fence system. On the north and east sides there is a 10-foot wide landscape area between the outside of the fence and the property line, with screening provided by large canopy trees approximately 20-feet high and large shrubs. On the south side facing Tulip Street the landscaped area is 20-feet from the sidewalk to the fence with a double row of trees about 15-feet high. The asphalt plant machinery is located approximately 200-feet from Tulip Street. The silos would continue to be partially screened by the existing fence and landscaping. Views from residential areas would be limited to the Caroline Way/Howell Heights neighborhood approximately 1,000 feet to the south and elevated above the site. The increase in the number of storage/load out silos would alter the views of the site, but would not change the character of the existing batch plant/industrial recycling use and would not result in significantly adverse aesthetic effects.

Traffic

The existing asphalt plant and recycling facility fronts on and take access from Tulip Street, a Collector (84' r.o.w.) in the City's Circulation Element. Incoming and outbound trucks will follow a one way circulation route from Tulip Street through the project site, entering at the southeastern driveway and exiting at the southwestern driveway. According to the Traffic Impact Study prepared for the project by Federhart & Associates March 3, 2005 and amended April 5, 2005, April 26, 2005, and more recently on March 22, 2010 for the proposed modification, the project would generate approximately 56 additional truck trips per day (112 ADT based on 56 in and 56 out) over current levels for the proposed increase in asphalt concrete production from 150,000 tons per year to 250,000 tons per year. This increase is based on an additional 30 export trucks per day and 26 additional aggregate import trucks per day. Since existing computer analysis of intersections is not set up to analyze a mixture of passenger cars and trucks in deriving delays and Level of Service (LOS) at intersections, truck numbers must be converted to passenger car equivalents (P.C.E.). Most jurisdictions, including CalTrans and SANDAG use a ratio of 2.5 passenger cars being equal to one truck. This converts the 112 project truck ADTs to 280 P.C.E.s to derive total project traffic resulting from the increase in production. The traffic study estimates the proposed modification would generate an additional 15 inbound and 15 outbound P.C.E.s during the AM peak hour.

The report concludes that the proposed increase in project traffic added to the existing traffic would increase the intersection delay at the Tulip/Valley Pkwy intersection by 0.20 seconds and the Tulip/Hale intersection by only 0.10 seconds, and the LOS would remain at LOS C at each intersection. This increase is not significant. The project would add 64 P.C.E.s to the segment of W. Valley Parkway between Tulip and La Terraza, which still allows this segment to function at a LOS C. All other nearby segments evaluated in the traffic study would similarly continue to operate at LOS C or better. Therefore, the proposed modification would not generate any near term traffic impacts.

Air Quality/Emissions

The Air Quality Impact Analysis for Escondido Sand & Gravel Asphalt Drum-mix Plant, prepared by Justice & Associates, dated February 2005 and including the supplemental letters dated March 3, 2005 and April 28, 2005, concluded that emissions from the original asphalt plant and associated truck traffic are within the City's threshold standards. A second Asphalt Plant Air Quality Analysis, prepared by Justice & Associates, dated May 17, 2010, (updated October 6, 2010) for the proposed modification to increase asphalt production from 150,000 tons per year to 250,000 tons per year presented the same conclusion that emissions are within the City's threshold standards.

In addition to the truck traffic, the main emission source at the asphalt plant is exhaust from the hot-mix dryer and loading operations. Best Available Control Technology (BACT) as defined by the San Diego Air Pollution Control District has been implemented. The dryer is fired by natural gas and the burner on the dryer is equipped with a low NOx burner. The asphalt plant equipment runs on commercial electric power (rather than a diesel powered generator), and the hot mix asphalt load-out is vented to a new Blue Smoke Control Unit. The emissions associated with the asphalt plant are in addition to the emissions generated by the asphalt and concrete recycling facility on the property. Total emissions produced on-site from the existing operations and the proposed project would be as shown in the table below. The emissions would not exceed the City's significance thresholds.

	<u>NOx</u>	<u>CO</u>	<u>SOx</u>	<u>ROG</u>	<u>PM10</u>	<u>Lead</u>
Recycling Emissions	37	45.8	0.8	5.4	13.6	0.0015
Original Asphalt Plant Emissions	6.14	30.19	1.66	25.71	9.10	0.0020
Increase from Proposed Asphalt Plant Mod.	4.11	19.22	1.10	17.49	4.78	0.0013
Total Facility emissions (lbs./day)	47.25	95.21	3.56	48.6	27.48	0.0048
Zoning Ordinance Significance Thresholds (lbs./day)	55	550	250	55	150	3.2

Prior to construction of the asphalt plant, a Toxic Air Quality analysis examined the point source emissions to determine if the cumulative risks would be exceeded. The stack emissions from the aggregate dryer burner were modeled as a point source and meteorological data from Escondido was used with the Health Risk Assessment Program developed by the California Air Resources Board and the Office of Environmental Health Hazard Assessment (OEHHA). The Maximum Individual Cancer Risk (MICR) (total estimated 70 year cancer risk) associated with the toxic air contaminant emissions from the dryer stack is 0.000000150, which is less than one (1) in a million. The Chronic Inhalation Health Risk due to emissions from the dryer stack is estimated to be 0.00325, which is less than the California Air Resources Board standard of one (1). And the Acute Inhalation Health Risk due to emission from the dryer stack is estimated to be 0.0210, which is also less than one (1). Since the health risks are estimated to be below the significance thresholds of the California Air Resources Board, no mitigation of toxic air contaminants would be required.

Sensitive receptors such as the elderly, infants and those with health problems are accounted for in the Health Risk Assessment. Due to the assumptions used in the Health Risk Assessment model, the 70-year exposure duration is considered conservative enough to cover a large majority of the population and their anticipated exposure levels. Some health conditions can be affected by the

chronic and acute inhalation health impacts. However, if a facility evaluation indicates little or no chronic and acute impacts, it is assumed that the likelihood of an inhalation impact is low. The 2005 Air Quality Analysis determined that the proposed project had values of less than one (1) for both the chronic and acute evaluations. Being below these thresholds indicates little or no chronic and acute impacts.

Noise Levels

Section 17-229 of the Noise Ordinance sets a maximum permissible one-hour average noise level at the property line for general industrial zones of 75 dBA at any time, and requires that the sound level limit at the location on a boundary between two land use classifications is the limit applicable to the receiving land use. The Gateway Commercial Center to the east of the flood channel, which is adjacent to the east side of the project site, is located in a commercial district of the Downtown Specific Plan. Therefore, hourly sound levels at the property line are subject to the limits established for commercial zones and cannot exceed 60 dBA between 7:00 AM and 10:00 PM and 55 dBA between 10:00 PM and 7:00 AM.

At the time the asphalt plant was first proposed, a Noise Technical Report was prepared for the proposed project by URS, dated March 2, 2005 and revised June 8, 2005 and July 12, 2005. According to the report, sound level measurements of the existing concrete and asphalt recycling operation were below the permissible one-hour average of 75 dBA at the project site boundaries. A 24-hour measurement was also conducted on the westerly boundary of the Gateway Commercial Center / Gateway District on July 21 and 22, 2005. The existing hourly sound levels ranged from 50 dBA at 1:00 AM to 69 dBA during the daytime.

The major noise sources from the asphalt plant are the dryer drum unit, the baghouse, and the asphalt coating mixer drum. No changes are proposed to this equipment. Based on sound level measurements of similar equipment, a source sound level of 75 dBA at 100 feet was determined. Acoustical calculations were performed to estimate the L_{eq} at the project property lines and at the Gateway Center property line to the east with the presence of the existing 9-foot concrete/wood panel wall around the perimeter of the project site. With the existing perimeter wall, the calculated noise levels from the proposed asphalt production were also below the 75 dBA one-hour average for Industrial zones at the property lines of the project site. However, the calculated noise levels at the property line of the Gateway Commercial Center would range from 57 to 58 dBA, exceeding the permissible 55 dBA nighttime one-hour average noise level for commercial districts.

Further cumulative calculations were performed to estimate the cumulative sound levels from only the existing recycle plant and proposed asphalt plant, assuming point source acoustical characteristics for the existing diesel-powered generator operating at the existing recycle plant. The report concluded that the sound levels from the recycling plant plus the asphalt plant would be up to 62 dBA at the Gateway property line. Based on these calculations, the cumulative sound levels would exceed the city's hourly daytime/nighttime requirements of 60 dBA / 55 dBA at the Gateway Center/District property line and require mitigation. The Noise Technical Report concluded that a 20-foot high noise barrier located either along the east property line of the project site or in the interior of the site adjacent to the eastern side of the asphalt dryer, baghouse and mixer drum, would reduce the sound levels below the 55 dBA nighttime requirement at the commercial center property line. That

wall has been constructed and a condition has been added to require it to be maintained during the life of the asphalt plant operations.

The proposed modification to the asphalt plant is limited primarily to the installation of new storage silos and tanks. These storage vessels are non-contributors to the noise environment and require no additional mitigation to offset their addition to the plant. No changes are proposed to the primary noise sources including the dryer drum unit, the baghouse, and the asphalt coating mixer drum. While this equipment could be used more frequently during the day to create more asphalt concrete product to fill the additional storage/load out silos, there will be no change to the one-hour daily average sound levels and no additional mitigation is required. Several mitigation measures developed at the time the asphalt plant was first proposed would need to be maintained through the life of the asphalt plant operation and have been restated as conditions of approval

PUBLIC INPUT:

Two letters were received during the public review period for the Subsequent Mitigated Negative Declaration. The Native American Heritage Commission noted they had performed a Sacred Lands File search and that Native American cultural resources were not identified within one-half mile of the project site.

The property management company for the adjacent Gateway Shopping Center, with tenants such as Michael's, Barnes & Noble, and Calumet among others, indicated on-going problems with blowing dust and dirt coming from the project site. The Asset Manager for the Gateway Center stated in her letter that she has received numerous complaints from tenants the last few years regarding the dust and dirt coming from the applicant's property, but it wasn't until her company moved their offices into the center last March that she fully understood the tenants' issues. She notes that concrete dust sticks to the vehicles and does not easily blow off, and that maintenance of the HVAC air filters has been increased above normal levels because the filters are continually clogged.

The applicant has been responsive to the complaint coming from the Gateway Center but feels it's important to distinguish that the blowing dirt and dust coming from their property is related to the large material stockpile and movement of recycled asphalt, concrete and crushed rock from the Escondido Sand and Gravel side of their business and not the Escondido Asphalt business. They feel the problem is best handled under the separate Conditional Use Permit for Escondido Sand and Gravel as opposed to affecting the proposed modification to the Conditional Use Permit for Escondido Asphalt. In any case, the applicant recognizes a responsibility to address the issue and currently is investigating wetting systems that will drop the dust back to the ground. Staff attended a demonstration of one vendor's system on the site on November 30, 2010. Staff appreciates the applicant's willingness to address the issue but feels there is a basis for addressing it now as part of the proposed modification to the asphalt plant since approximately half of the aggregates used in producing asphalt concrete, 500 tons per day (tpd) will come from the on-site recycling operations.

The dust control solution is still being investigated but could possibly include a system of metal poles supporting a cable grid over the large stockpile. Water tubing with nozzles spaced at appropriate intervals would be attached to the cable grid so mist or water could be released as needed. Staff feels it is important to address this issue as quickly as practical and has therefore included a condition

of approval to require installation of a dust management system prior to installing the new asphalt storage/load out silos on the site.

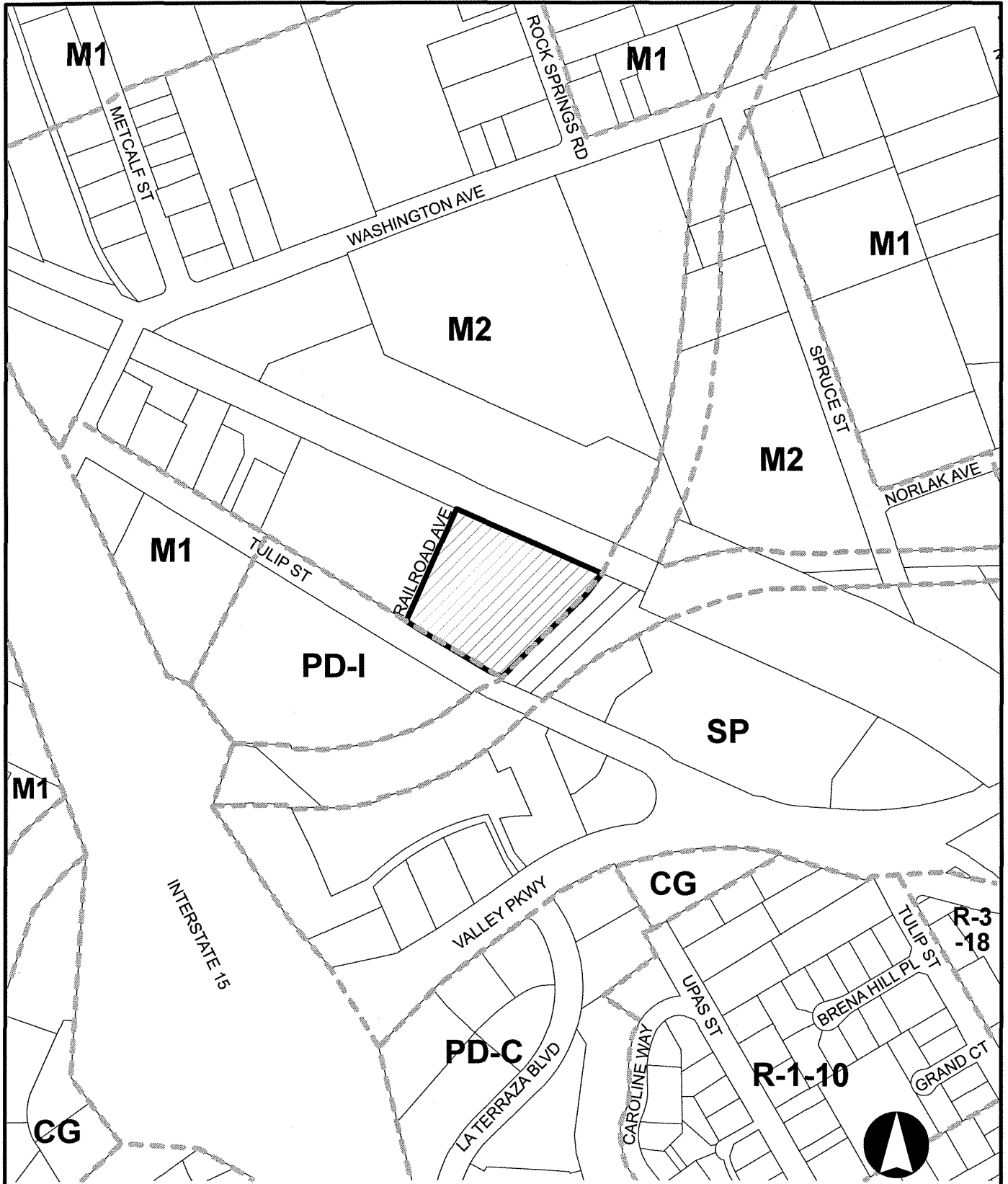
Respectfully submitted,



Barbara J. Redlitz
Director of Community Development

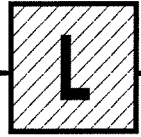


Bill Martin
Principal Planner



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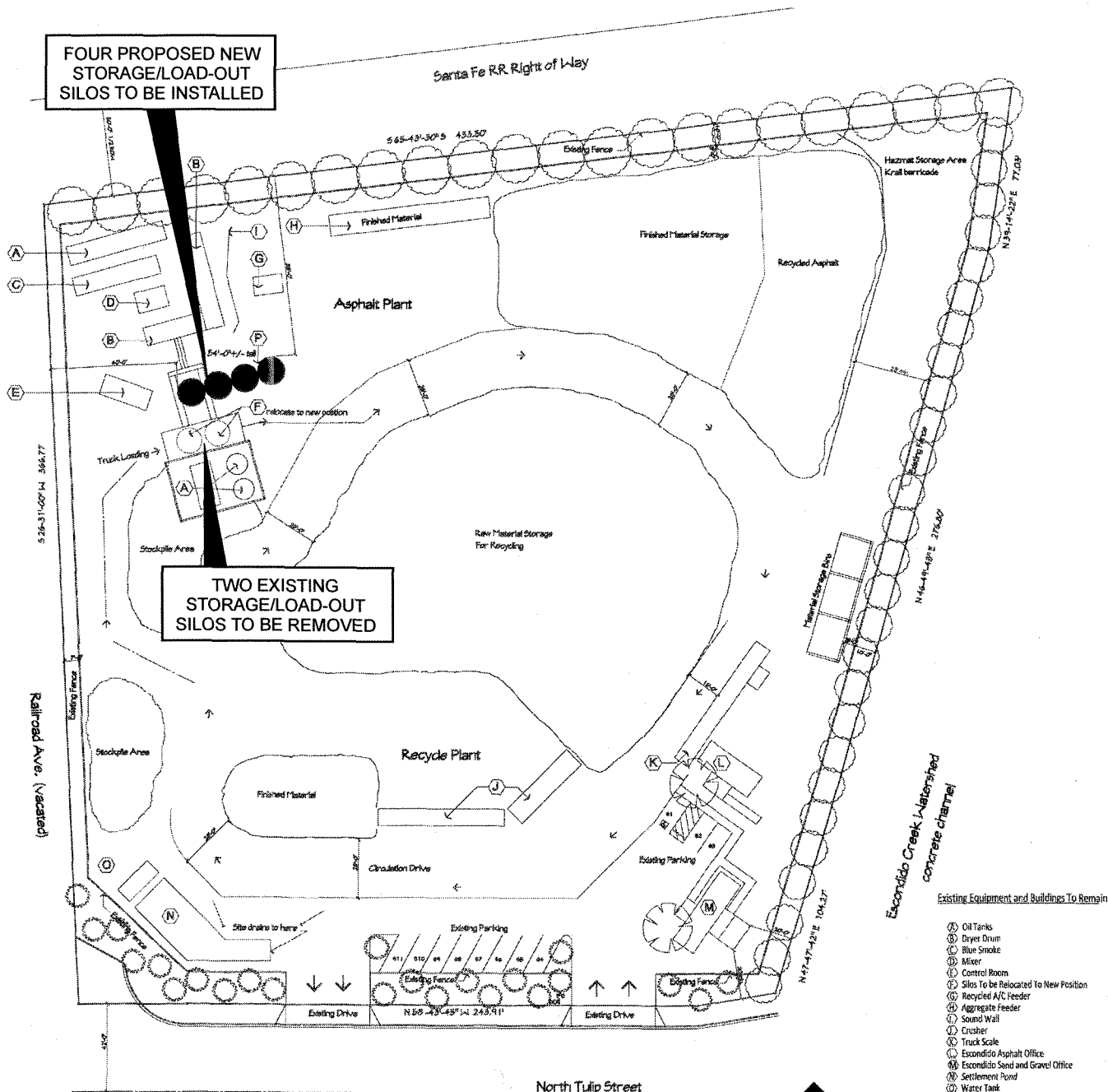
**PROPOSED PROJECT
PHG 10-0014**



LOCATION/ZONING

FOUR PROPOSED NEW STORAGE/LOAD-OUT SILOS TO BE INSTALLED

TWO EXISTING STORAGE/LOAD-OUT SILOS TO BE REMOVED

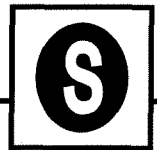


- Existing Equipment and Buildings To Remain**
- ⊙ Oil Tanks
 - ⊙ Dryer Drum
 - ⊙ Blue Smoke
 - ⊙ Mixer
 - ⊙ Control Room
 - ⊙ Silos To Be Relocated To New Position
 - ⊙ Recycled A/C Feeder
 - ⊙ Aggregate Feeder
 - ⊙ Sound Wall
 - ⊙ Crusher
 - ⊙ Truck Scale
 - ⊙ Escondido Asphalt Office
 - ⊙ Escondido Sand and Gravel Office
 - ⊙ Settlement Pond
 - ⊙ Water Tank
- New Equipment Schedule**
- ⊙ New Silos (54'-0" +/- tall, match existing)

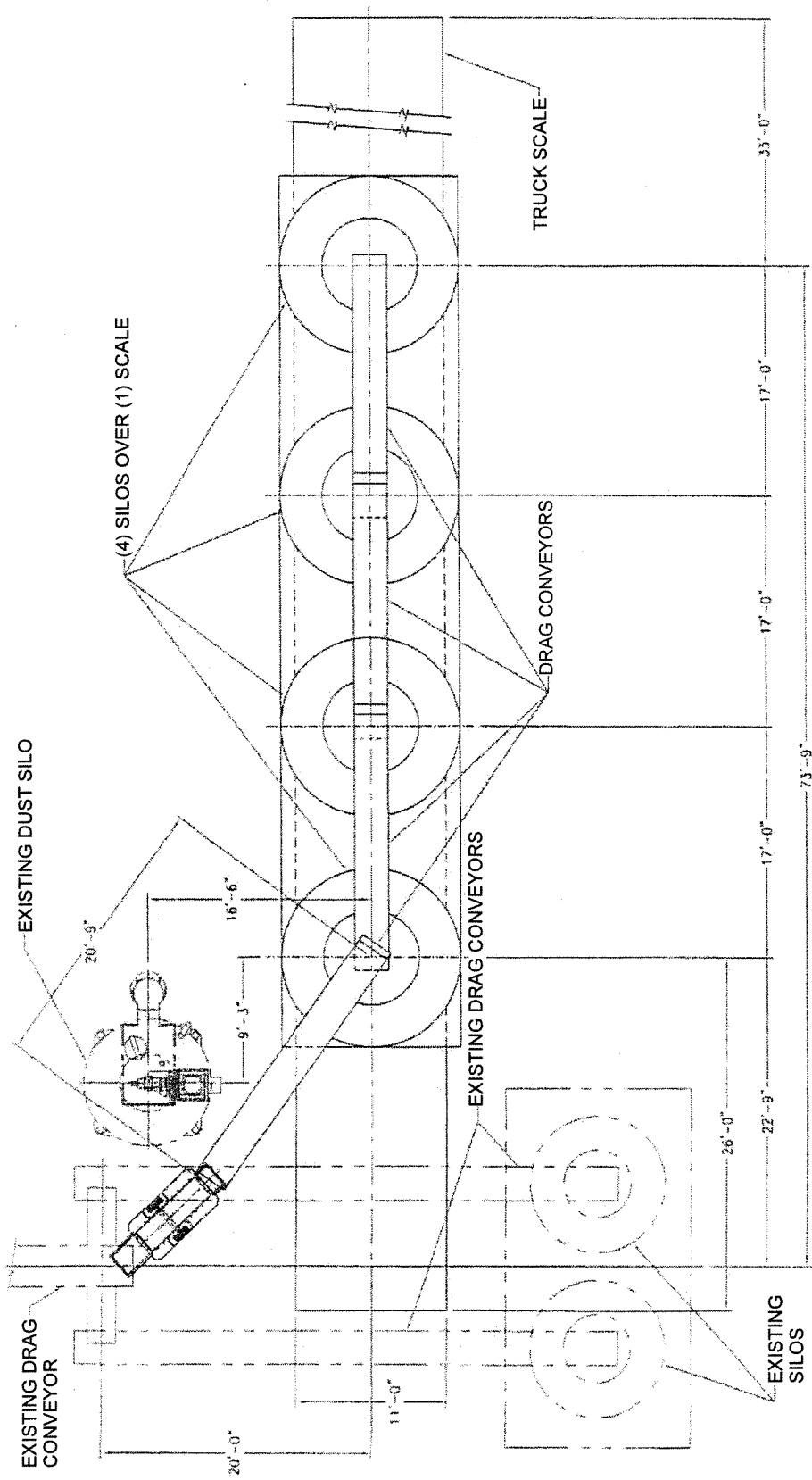
Site Plan

Notes:
All Landscaping is Existing

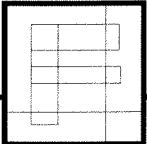
PROPOSED PROJECT PHG 10-0014



SITE PLAN



**PROPOSED PROJECT
PHG 10-0014**



FLOOR PLAN

DETAILS OF REQUEST

DESCRIPTION OF PROCESS - A front-end loader transfers various sizes of aggregates from stockpiles to the bins of the cold feed system. The aggregate is fed proportionally by conveyor belts into the dryer drum where it is heated and coated with hot liquid cement in the coater drum, this produces hot mix asphalt concrete. The hot mix asphalt concrete (asphalt) moves from the coater drum to the drag slat conveyor where it is conveyed up to the storage/load-out silos. When a dump truck moves under the silo a gate is opened and a load of 20-25 tons of hot mix asphalt is delivered into the truck which then delivers the hot mix asphalt to a paving job. Dust emissions from the dryer drum are ducted to the dry fabric dust collector or "bag house". Other emissions from the hot mix asphalt are collected and controlled by a separate "Blue Smoke" filtration system. The liquid asphalt is delivered to the site by tank trucks 2-3 times a week and stored in an insulated and heated storage tank. Emissions from the hot asphalt storage tank are collected and controlled by a separate system.

Site Area: 3.72 acres

General Plan / Zoning: GI (General Industrial) / M2 (General Industrial)

Existing Recycling Use: Concrete and asphalt recycling facility to remain producing 240,000 tons of aggregate per year

Existing Buildings (to remain): Office & detached restroom, 566 SF
 scale house/office with deck, 362 SF

Existing Asphalt Production: Average 500 tons per day / maximum 150,000 tons per year

Proposed Asphalt Production: Average 1,000 tons per day / maximum 250,000 tons per year

Portable Asphalt Plant Components:

- gang of five aggregate cold feed bins
- dryer drum fired by a natural gas burner
- asphalt coating drum
- incline drag slat conveyor
- Four 125-ton asphaltic concrete storage/load –out silos
- fabric filter dust collector "bag house"
- Blue Smoke Control Unit
- insulated & heated 30,000-gallon and 10,000 gallon liquefied asphalt storage tanks
- modular control building
- 5,400 gallon emulsified asphalt storage tank
- 7,500 gallon Guardtop sealer storage tank.

Hours of Operation: Generally 6 AM to 4 PM, Mon. – Sat. open to the public
 Can be open all hours to accommodate contractors

Code Compliance Analysis	Proposed	M-2 Zone
Height of Components:	-the storage/load-out silos would be 45 –feet tall -the other components range from 13 -15 feet tall	no maximum height

Setbacks to Components:

Front (south) – 200'
Side – east-140', west- 70'
Rear (north) -110'

10'
none
none

Parking:

11 spaces
(8 employees)

3 spaces (1/300SF
of office area)

**FINDINGS OF FACT
PHG 10-0014
EXHIBIT "A"**

1. Granting the proposed modification to a Conditional Use Permit would be based upon sound principles of land use since the site is located in an established outdoor industrial area and is physically suitable to accommodate the proposed modification to the asphalt drum mix plant with respect to traffic circulation and access.
2. Granting the proposed modification to a Conditional Use Permit would not cause deterioration of bordering land uses or create special problems for the area since a screen fence/wall and landscaping with large trees exist along the property boundaries and noise and emissions generated from the plant will be within limits set forth by the City's Noise Ordinance and Environmental Quality Regulations. In addition, the surrounding properties are zoned industrial and commercial and developed with commercial and heavy industrial uses, and the closest residentially zoned property is located approximately 1,000-feet to the southeast.
3. The proposed modification to a Conditional Use Permit has been considered in relationship to its effect on the neighborhood plan for the area and has been determined to be consistent with the development standards of the M-2 zone and Hazardous Chemical Overlay zone as well as other outdoor industrial uses in the area.

**CONDITIONS OF APPROVAL
PHG 10-0014
EXHIBIT "B"**

Landscaping

1. 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. The existing landscaping shall be maintained with a 20-foot wide landscaped setback along Tulip Street (south elevation), outside the fence; a ten-foot-wide landscaped setback along the northern and eastern property lines, and a five-foot-wide setback along the western property line, outside the fence. Landscape planting within the setbacks shall consist of two staggered rows of trees at 30-foot on center with oleander shrubs along the fencing and groundcover, to the satisfaction of the Planning Division.
3. The 2.5-foot high landscaped mound shall be maintained on the outside of the fence (covering the K-rail) along each property boundary, to the satisfaction of the Planning Division.

Mitigation Measures

1. During construction and installation of the new storage/load out silos and asphalt tanks, Best Available Control Technology (BACT) measures for dust control shall be implemented as follows:
 - a. Water all active construction areas and unpaved roads at least twice daily.
 - b. Wash down the paved access road regularly.
 - c. Cover all trucks hauling soil, sand and other loose materials.
2. The asphalt plant operation will continue to adhere to the San Diego Air Pollution Control District (SDAPCD) requirements to utilize Best Available Control Technology (BACT) regarding the following equipment:
 - d. A baghouse-type dust collector meeting BACT standards shall be maintained on the drum.
 - e. The burner on the dryer shall be equipped with a low NOx burner recognized by the San Diego Air Pollution Control District (SDAPCD) as BACT.
 - f. The hot mix asphalt load-out shall be vented to the dryer consistent with SDAPCD BACT standards. The Blue Smoke Control Unit shall be maintained in good order.
 - g. The liquid asphalt tanks shall be equipped with BACT vent lines that condense the blue smoke and allow it to drain back into the tanks.
3. Prior to installation of the new storage silos and tanks on the site, the applicant shall submit a declaration stating that they will voluntarily limit production to a maximum of 250,000 tons of hot-mix asphalt annually. The applicant shall be obligated to provide annual production reports if requested by the Planning Division.
4. Prior to utilizing the new storage/load out silos and asphalt tanks, the current APCD Permit to Operate shall be modified to reflect the increase in storage capacity at the plant.

5. The existing 9-foot high concrete/wood panel wall located around the perimeter of the site shall be maintained in good condition and repaired as needed if damaged or degraded.
6. A 20-foot high noise barrier shall be maintained on-site pursuant to the criteria identified in the Noise Technical Report prepared by URS, and revised July 12, 2005.
7. Because the height of the exhaust stack for the baghouse exceeds 20-feet in height, an acoustic blanket or exhaust silencer shall be maintained around/in the exhaust stack pursuant to the criteria identified in the Noise Technical Report.

General

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 citywide facilities fees.
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. 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.
4. 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.
5. All exterior lighting shall conform to the requirements of Article 35, Outdoor Lighting (Ordinance No. 86-75).
6. As proposed, eleven (11) striped parking spaces shall be provided in conjunction with this development. Said parking spaces shall be double-striped and dimensioned per City standards.
7. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with chapter 2-71, Part 2, of Title 24 of the State Building Code, including signage. All parking stalls shall be provided with six-inch curbing or concrete wheel stops in areas where a vehicle could reduce minimum required planter, driveway or sidewalk widths.
8. All fire protection equipment and procedures shall be maintained to the satisfaction of the Fire Department.
9. Trash enclosures must be designed and built per City standards.
10. Colors, materials and design of the project shall conform to the exhibits and references in the staff report to the satisfaction of the Planning Division.
11. All proposed signage associated with the project must comply with the City of Escondido Sign Ordinance (Ord. 92-47) and require a separate permit.
12. All new utilities shall be underground.
13. This Conditional Use Permit shall become null and void unless utilized within twelve months of the effective date of approval.
14. The City of Escondido hereby notifies the applicant that State Law (AB 3158), effective January 1, 1991, requires certain projects to pay user fees for the purposes of funding the California

Department of Fish and Game. These fees were reinstated January 31, 1996, by the State Superior Court in Sacramento. In order to comply with the 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 \$2,010.25 for a project with a Negative Declaration. This fee will increase on January 1, 2011. Failure to remit the required fee 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. In addition, Section 21089(b) of the Public Resources Code and Section 711.4(c) of the Fish and Game Code, provide that no project shall be operative, vested, or final until the required filing fee is paid.

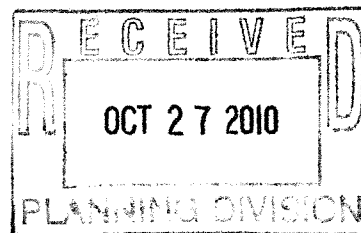
15. At no time shall the piles of aggregate materials for the asphalt plant exceed a height of 20- feet.
16. All project-generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
17. The applicant shall be responsible for maintaining signs on the Escondido Sand and Gravel scale house which notify drivers that there is no parking or staging allowed on any private property in the area and particularly at the cogeneration facility across the street.
18. The project shall meet the City's Storm Water Management requirements.
19. Prior to installation of the new 45-foot tall 125-ton vertical asphalt concrete storage/load-out silos on the site, the applicant shall install a dust suppression system over the large recycled material stockpile and other areas where appropriate to minimize the level of nuisance dust escaping the site and affecting neighboring properties. The applicant shall be responsible to coordinate the type and design of the system with the Planning Division to ensure a satisfactory resolution of the issue. The dust suppression system shall be activated any time dust from stockpiles becomes visibly airborne or work is occurring in the areas of the site where suppression has been installed.
20. The applicant shall provide a copy of the modified Permit To Operate from SDAPCD specified in Mitigation Measure No. 4 (above) to the City of Escondido Planning Division.

ACF PROPERTY MANAGEMENT, INC.

860 W. Valley Parkway, Suite 190
Escondido, CA 92025
(760) 839-6700 – office
(760) 839-6702 - fax

October 25, 2010

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



RE: Escondido Asphalt
Case # PHG-10-0014

Dear Mr. Martin:

This letter is intended as a response to the attached “Notice of Proposed Subsequent Mitigated Negative Declaration” that we’d received regarding the above Case No. I’d like to address my concerns as it relates to this case. First, I am the Asset Manager for the Gateway Shopping Center located at 810 – 890 W. Valley Parkway, Escondido, CA. Gateway is an 89,000 square footage shopping center with tenants such as Michael’s, Barnes & Noble, and Calumet to name a few.

I’ve managed this center since 2003 and until recently received numerous complaints about the dust/dirt and other elements coming from Escondido Sand and Gravel. It wasn’t until this past March, that I fully-understood our tenants’ issues. You see, ACF relocated their office to the center in March and since then, have been faced with the same issues on a personal level. The dust/dirt we are dealing with is not your standard dirt either. It also has concrete and other elements mixed in which sticks to the vehicle and does not easily blow off. There are days that we can’t even see out our windows because of all the blowing dust/dirt. Additionally, our HVAC contractors have all said that the filters on the HVAC units are continually clogged up, thus requiring more servicing than normally recommended. We even went as far as to meet directly with John Frederickson to see how our issues could be resolved. John basically provided us with thirty (30) car washes which if you washed your vehicle today, the vehicle was filthy the next.

In touring their site with John, I made several suggestions to John on simple ways to cut down on the amount of dust/dirt in the air. For one, there was only one guy with a water hose spraying down a truck as it came into their property. However, there were tractors scooping up mounds of dirt moving it around their property or into trucks with dust/dirt flying everywhere. Most of the dirt comes from these tractors and becomes a much bigger problem on a windy day. For air quality purposes, John was informed that he needed additional ways to keep the dirt wet especially since one of our tenants had already reported them to the Air Quality Control Board once before. It was further suggested to John that the easiest and most cost effective way for them to do this was to invest in a watering system like most farmers use. These are portable and

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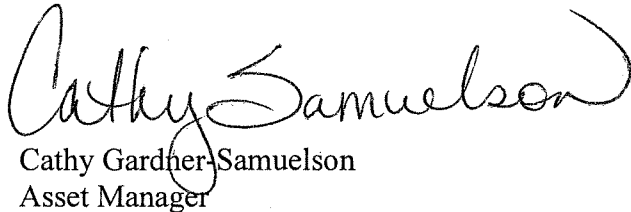
can spray large areas ultimately keeping the dirt levels down. As of date, nothing has been done nor recommendations implemented.

Therefore, as the representative for the Landlord and our tenants, we are opposed to any expansion or modifications of their existing use unless environmental guidelines are imposed to keep the dust/dirt level downs.

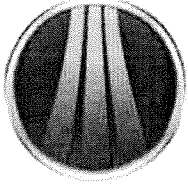
Thank you for your time and consideration regarding. Please do not hesitate to contact my office with any questions or concerns you may have.

Sincerely,

ACF Property Management

A handwritten signature in cursive script that reads "Cathy Gardner Samuelson". The signature is written in black ink and is positioned above the printed name and title.

Cathy Gardner Samuelson
Asset Manager



ESCONDIDO ASPHALT

500 North Tulip Street Escondido, CA 92025
(760) 432-0657 Fax: (760) 432-0918

City of Escondido
Planning Department
201 N. Broadway
Escondido, California, 92025
Att: Bill Martin

12/1/10

Bill,

Please keep in mind that our BEZ application is to amend the existing CUP (2005-11-CUP/BEZ) at Escondido Asphalt to allow for additional storage capacity. As you indicated, the one significant comment received by the City is addressing dust generated at Escondido Sand & Gravel (2001-43-CUP/BEZ). We understand how the concerned party may have misunderstood the notification, but we have been working to improve this issue by eliminating fugitive dust. Jeff Ritchie, General Manager of EDCO, recommended a dust suppression system that they have had excellent results with at their various locations. A trial run was conducted on 11/30/10. We invited the concerned party to attend the demonstration. We videotaped the operation as they were out of town. We will be installing a dust suppression system to address our neighbor's concern.

We will always recognize our obligations and responsibilities to adhere to all aspects of both CUPs, but we felt it necessary to distinguish public comments pertaining to the Escondido Sand and Gravel operations from any directed specifically towards our B.E.Z. application at Escondido Asphalt.

Respectfully,

John R. Frederickson
COO



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

SUBSEQUENT MITIGATED NEGATIVE DECLARATION

CASE NO.: PHG 10-0014
DATE ISSUED: October 14, 2010
PUBLIC REVIEW PERIOD: October 18, 2010 – November 16, 2010

PROJECT DESCRIPTION: A Business Enhancement Zone (BEZ) project consisting of a modification to a Conditional Use Permit for an existing portable asphalt concrete drum mix plant adjacent to an existing concrete and asphalt recycling facility on a 3.72 –acre site in the M-2 (General Industrial) zone. The proposed modification would permit an increase in asphalt production from an average of 500 tons per day (tpd) to an average of 1,000 tpd, with the maximum production cap also increasing from 150,000 tons annually to 250,000 tons annually. The proposed modification would replace two, 45-foot tall 80-ton vertical asphalt concrete storage/load-out silos with four, 45-foot tall 125-ton vertical asphalt concrete storage/load-out silos. Three additional storage tanks would also be added including a heated 10,000 gallon liquefied asphalt storage tank, a 5,400 gallon emulsified asphalt storage tank, and a 7,500 gallon Guardtop sealer storage tank.

LOCATION: On the northeastern side of Tulip Street, between the flood control channel and Railroad Avenue, addressed as 500 N. Tulip Street

APPLICANT: John Fredrickson, Escondido Asphalt

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 air quality and noise. 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



Environmental Checklist Form

- 1. Project title: PHG 10-0014, Weir Asphalt Plant - Expansion of Product Storage Capacity
2. Lead agency name and address: City of Escondido Planning Division
201 N. Broadway
Escondido, CA 92025
3. Contact person and phone number: Bill Martin, (760) 839-4557
4. Project location: On the northeastern side of Tulip Street, between the Flood Control Channel and Railroad Avenue, addressed as 500 N. Tulip Street.
5. Project sponsor's name and address: John Fredrickson (760) 215-8023
500 North Tulip Street
Escondido, CA 92025
6. General Plan designation: General Industrial 7. Zoning: M-2 (General Industrial)
8. Description of project: (Describe the whole action involved, including, but not limited to, later phases of the project and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)
A modification of a Conditional Use Permit and Business Enhancement Zone (BEZ) approval for a hot mix asphalt plant to increase on-site storage capacity (but not manufacturing capacity) of hot mix and warm mix asphalt by installing two additional asphalt storage silos for finished product, one liquid asphalt storage tank, an emulsion tank, and a seal tank. Asphalt production would be limited to the current APCD limit of 250,000 tons per year.
9. Surrounding land uses and setting (briefly describe the project's surroundings):
To the southwest across Tulip Street is a co-generation plant and athletic facility. To the southeast across the flood Control Channel is the Gateway Commercial Center. To the northwest across Railroad Avenue is Hanson Aggregates concrete manufacturing facility. To the northeast is the Santa Fe/NCTD railroad right-of-way and the City Public Works yard.
10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement).
San Diego County Hazmat, San Diego County Air Pollution Control District (APCD).

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

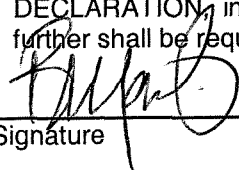
The environmental factors checked below potentially would be affected by this project involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- Aesthetics
- Agriculture Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology/Soils
- Hazards & Hazardous Materials
- Hydrology/Water Quality
- Land Use/Planning
- Mineral Resources
- Noise
- Population/Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities/Service Systems
- 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 shall be prepared.
- I find that, although the proposed project might have a significant effect on the environment, there would not be a significant effect in this case because revisions in the project have been made by, or agreed to, the project proponent. A SUBSEQUENT MITIGATED NEGATIVE DECLARATION shall be prepared.
- I find that the proposed project might have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT shall be required.
- I find that the proposed project might have a "potentially significant impact" or "potentially significant unless mitigated impact" 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. An ENVIRONMENTAL IMPACT REPORT shall be required, but it must analyze only the effects that remain to be addressed.
- I find that, although the proposed project might have a significant effect on the environment, because all potentially significant effects: (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further shall be required.



 Signature

Bill Martin, Principal Planner

 Printed Name

9/30/10

 Date

 For

EVALUATION OF ENVIRONMENTAL IMPACTS:

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take into account the whole action involved, including off-site, on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3. Once the lead agency has determined that a particular physical impact might occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect might be significant. If there are one or more "Potentially Significant Impact" entries once the determination is made, an EIR shall be required.
4. "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
5. Earlier analyses may be used where an effect has been adequately analyzed in an earlier EIR or Negative Declaration, pursuant to the tiering, program EIR, or other CEQA. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where it is available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of an adequately analyzed earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate references to information sources for potential impacts into the checklist (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies normally should address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a. The significance of criteria or threshold, if any, used to evaluate each question; and
 - b. The mitigation measure identified, if any, to reduce the impact to less than significant

Issues:

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------	-----------------------------------------------------	------------------------------	-----------

I. LAND USE AND PLANNING

Would the project:

- | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a. Physically divide an established community?
(1, 3, 8, 10) | <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?
(1, 2, 3) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Conflict with any applicable habitat conservation plan or natural community conservation plan?
(8, 10) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Have a substantial adverse effect on a scenic vista?
(8, 10) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?
(8, 10) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. Substantially degrade the existing visual character or quality of the site and its surroundings?
(8, 10) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?
(3, 8, 10) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

II. AGRICULTURE 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 Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

- | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 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?
(1, 2) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?
(1, 3) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?
(1, 3) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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III. TRANSPORTATION/TRAFFIC

Would the project:

- | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a. Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (e.g., result in a substantial increase in either the number of vehicle trips, the volume-to-capacity ratio on roads, or congestion at intersections)?
(1, 2, 4, 9, 10, 11) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?
(1, 2, 4, 9, 10, 11) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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?
(1, 2, 10) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input 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)?
(1, 2, 9, 10, 11) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. Result in inadequate emergency access?
(1, 2, 9, 10) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. Result in inadequate parking capacity?
(3, 8, 9, 10) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?
(1, 2, 9, 10) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IV. AIR QUALITY

Where applicable, 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:

- | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|
| a. Conflict with or obstruct implementation of the applicable air quality plan?
(2, 4, 9, 10, 12) | <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?
(2, 4, 9, 10, 12) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input 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)?
(2, 4, 9, 10, 12) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. Expose sensitive receptors to substantial pollutant concentrations?
(2, 10, 12) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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- e. Create objectionable odors affecting a substantial number of people?
(10, 12)

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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V. BIOLOGICAL RESOURCES

Would the project:

- 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?
(1, 2, 8, 10)
- b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?
(1, 2, 8, 10)
- c. Have a substantial adverse effect on federally projected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?
(1, 2, 8, 10)
- 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?
(1, 2, 8, 10)
- e. Conflict with any local policies or ordinances protecting biological resources such as a tree preservation policy or ordinance?
(1, 2, 8, 10)
- 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?
(1, 2, 8, 10)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VI. CULTURAL RESOURCES

Would the project:

- a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?
(1, 2, 7, 8)
- b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?
(1, 2, 8)
- c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?
(1, 2, 8)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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- d. Disturb any human remains, including those interred outside of formal cemeteries?
(1, 2, 7, 8)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

VII. GEOLOGY AND SOILS

Would the project:

- a. Expose people or structures to potentially 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.
(2, 8, 9)
 - ii. Strong seismic ground shaking?
(2, 8, 9)
 - iii. Seismic-related ground failure, including liquefaction?
(2, 8, 9)
 - iv. Landslides?
(2, 8, 9)
- b. Result in substantial soil erosion or the loss of topsoil?
(2, 8, 9)
- 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?
(2, 8, 9)
- d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?
(2, 8, 9)
- e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?
(2, 8, 9)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VIII. HAZARDS AND HAZARDOUS MATERIALS

Would the project:

- a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?
(2, 10, 12, 14)
- 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?
(2, 9, 10, 12, 14)

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (1, 2, 3, 8, 9, 10, 12, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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? (1, 2, 6)	<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 safety hazard for people residing or working in the project area? (1, 2, 9)	<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? (1, 2, 9)	<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? (1, 2, 9, 10)	<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? (1, 2, 8, 9, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IX. HYDROLOGY AND WATER QUALITY

Would the project:

a. Violate any water quality standards or waste discharge requirements, including but not limited to increasing pollutant discharges to receiving waters (Consider temperature, dissolved oxygen, turbidity and other typical storm water pollutants)? (2, 8, 9, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Have potentially significant adverse impacts on ground water quality, including but not limited to, 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)? (2, 8, 9, 10)	<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 the course of a stream or river in a manner which would result in substantial/increased erosion or siltation on- or off-site? (2, 5, 8, 9, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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 and/or significant adverse environmental impacts? (2, 5, 8, 9, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Cause significant alteration of receiving water quality during or following construction? (2, 5, 8, 9, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Cause an increase of impervious surfaces and associated run-off? (2, 5, 8, 9, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? (2, 5, 8, 9, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Cause potentially significant adverse impact on ground water quality? (2, 5, 8, 9, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Cause or contribute to an exceedance of applicable surface or ground water receiving water quality objectives or degradation of beneficial uses? (2, 8, 9, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Is the project tributary to an already impaired water body, as listed on the Clean Water Act Section 303(d) list? If so, can it result in an increase in any pollutant for which the water body is already impaired? (2, 8, 9, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
k. Create or exacerbate already existing environmentally sensitive areas? (2, 8, 9, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
l. Create potentially significant environmental impact on surface water quality, to either marine, fresh, or wetland waters? (2, 8, 9, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
m. Impact aquatic, wetland or riparian habitat? (2, 8, 9, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
n. Otherwise substantially degrade water quality? (2, 8, 9, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
o. 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? (2, 8, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
p. Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (2, 5, 8, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
q. 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? (2, 5, 8, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
r. Inundation by seiche, tsunami, or mudflow? (2, 8, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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X. MINERAL RESOURCES

Would the project:

- | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 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?
(1, 2, 10) | <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?
(1, 2, 10) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

XI. NOISE

Would the project result in:

- | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| 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?
(1, 2, 10, 13) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels?
(1, 2, 10, 13) | <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?
(1, 2, 10, 13) | <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?
(1, 2, 10, 13) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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?
(1, 2, 3) | <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?
(1, 2, 3) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

XII. POPULATION AND HOUSING

Would the project:

- | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 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)?
(1, 2, 3, 10) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?
(1, 3, 8, 10) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (1, 3, 8, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XIII. PUBLIC SERVICES				
Would the project:				
a. 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 public services: (1, 2, 9)				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XIV. RECREATION				
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? (1, 2, 8, 10)	<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? (1, 2, 8, 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XV. UTILITIES AND SERVICE SYSTEMS				
Would the project:				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (1, 2, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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? (1, 2, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Require, or result in, the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (1, 2, 5, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (1, 2, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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? (1, 2, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (1, 2, 9)	<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? (1, 2, 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XVI. <u>GREENHOUSE GAS EMISSIONS</u>				
Would the project:				
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 checked="" type="checkbox"/>	<input type="checkbox"/>
XVII. <u>MANDATORY FINDINGS OF SIGNIFICANCE</u>				
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 type="checkbox"/>	<input checked="" 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 would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Source of Information/Material Used in Preparation of this Analysis

1. Escondido General Plan – 1990
2. Escondido General Plan EIR
3. Escondido Zoning code and Land Use Map
4. SANDAG Summary of Trip Generation Rates
5. Escondido Drainage Master Plan (1995)
6. County of San Diego Health Department, Hazardous Material Management Division (HMMD) Hazardous Sites List
7. Escondido Historical Resources Survey
8. Site visits/Field Inspection
9. Comments from other Departments:
 - a. Engineering
 - b. Building
 - c. Fire
10. Project Description and Preliminary Information
11. Escondido Sand & Gravel Air Quality Impact Analysis, prepared by Justice & Associates, February 2005 and additional information dated April 28, 2005 and March 3, 2005.
Asphalt Plant Air Quality Analysis Hot Mix, prepared by Justice & Associates, dated March 15, 2010, and revised October 6, 2010.
12. Traffic Impact Study for the Escondido Sand & Gravel Asphalt Plant, prepared by Federhart & Associates, dated March 4, 2005 and revised April 5, 2005 and April 26, 2005.
Traffic Impact Study for the Proposed Escondido Asphalt Plant Expansion, prepared by Federhart & Associates, dated March 22, 2010.
13. Noise Technical Report for Escondido Sand & Gravel, prepared by URS, dated March 2, 2005 and revised June 8, 2005 and July 12, 2005.
14. Escondido Sand & Gravel Hazardous Material Report, prepared by Klausbruckner & Associates, dated May 4, 2005, Rev.2.0.

INITIAL STUDY PART II Supplemental Comments

Escondido Asphalt
Modification to Add Asphalt Product Storage Capacity
PHG 10-0014

GENERAL PURPOSE - The following section evaluates the potential impacts of the proposed modification to an existing portable asphaltic concrete drum mix plant on a 3.72-acre site located at 500 N. Tulip Street in the M-2 (General Industrial) zone. A Mitigated Negative Declaration (ER 2005-09) was adopted by the City Council in September of 2005 prior to construction of the existing asphalt plant. The attached environmental checklist, consistent with the California Environmental Quality Act (CEQA) Guidelines, was used to focus this study on physical factors that may be further impacted by the proposed modifications to the facility. The Initial Study will serve to identify, evaluate and mitigate any effects determined to be potentially significant leading to the issuance of a Subsequent Mitigated Negative Declaration.

PROJECT DESCRIPTION - A Business Enhancement Zone (BEZ) project consisting of a modification to a Conditional Use Permit for an existing portable asphaltic concrete drum mix plant adjacent to an existing concrete and asphalt recycling facility on a 3.72 –acre site in the M-2 (General Industrial) zone. The proposed modification would permit an increase in asphalt production from an average of 500 tons per day (tpd) to an average of 1,000 tpd, with the maximum production cap also increasing from 150,000 tons annually to 250,000 tons annually. The proposed modification would replace two, 45-foot tall 80-ton vertical asphaltic concrete storage/load-out silos with four, 45-foot tall 125-ton vertical asphaltic concrete storage/load-out silos. Three additional storage tanks would also be added including a heated 10,000 gallon liquefied asphalt storage tank, a 5,400 gallon emulsified asphalt storage tank, and a 7,500 gallon Guardtop sealer storage tank.

Other major components remaining as part of the asphalt plant include a gang of five (5) aggregate cold feed bins, dryer drum fired by a natural gas burner, asphalt coating drum and an asphalt warm mix system, incline drag slat conveyor, fabric filter dust collector “bag house”, one Blue Smoke Control Unit, insulated and heated 30,000-gallon liquefied asphalt storage tank, and a modular building containing the computerized plant controls and electrical service panels providing electric power to the plant components. A 6-inch gas line on the site provides fuel for the batch plant.

Approximately half of the aggregates used in producing asphalt concrete, 500 tons per day (tpd) will come from the on-site recycling operations and half, 500 tpd, will be imported and placed in stockpiles. The asphalt plant is generally open to the public from 6 AM to 4 PM Monday through Saturday, with additional hours as needed to accommodate contractors. The requested BEZ incentive is to go directly to the City Council for project review.

DESCRIPTION OF PROCESS - A front-end loader transfers various sizes of aggregates from stockpiles to the bins of the cold feed system. The aggregate is fed proportionally by conveyor belts into the dryer drum where it is heated and coated with hot liquid cement in the coater drum, this produces hot mix asphalt concrete. The hot mix asphalt concrete (asphalt) moves from the coater drum to the drag slat conveyor where it is conveyed up to the storage/load-out silos. When a dump truck moves under the silo a gate is opened and a load of 20-25 tons of hot mix asphalt is delivered into the truck which then delivers the hot mix asphalt to a paving job. Dust emissions from the dryer drum are ducted to the dry fabric dust collector or “bag house”. Other emissions from the hot mix asphalt are collected and controlled by a separate “Blue Smoke” filtration system. The liquid asphalt is delivered to the site by tank trucks 2-3 times a week and

stored in an insulated and heated storage tank. Emissions from the hot asphalt storage tank are collected and controlled by a separate system.

ENVIRONMENTAL SETTING - The asphalt batch plant is located in the northwestern corner of the 3.72-acre property. The site is located to the northwest of the concrete-lined channel for the Escondido Creek. The site also contains a concrete and asphalt recycling facility which includes paved and unpaved roads, a mobile crushing plant, a truck scale and a 400 SF modular office. The perimeter of the site includes fencing and landscaping consisting of trees and shrubs.

The project site is located in the M-2 (General Industrial) zone and the General Industrial land use designation of the General Plan. Access to the facility is from Tulip Street, which is designated as a Collector (84' r.o.w.) in the City's Circulation Element.

The area surrounding the proposed development is generally industrial and commercial in character. Adjacent land uses and zoning are as follows:

- North: M-2 (General Industrial) zoning; The NCTD railroad right-of-way runs east/west adjacent to the northern property line. The Oceanside–Escondido Sprinter passenger rail service and freight trains run on this line. To the north of the rails, NCTD operates a train maintenance facility. Also adjacent to the north side of the rail line is a truck maintenance facility for Escondido Resource Recovery Services' waste collection trucks, and the City of Escondido Public Works yard
- West: M-2 zoning; Concrete manufacturing facility with concrete delivery trucks, materials stockpiles and storage/load out silos.
- East: Immediately to the east of the site is a 150'-200'± wide concrete flood control channel. Beyond the channel is the Gateway Commercial Shopping Center with retail shops, offices and restaurants, located in the Gateway Transit District of the Downtown Specific Plan (SP zoning);
- South: PD-I (Industrial Planned Development) zoning; to the south across Tulip Street is an electrical co-generation power plant and an ice skating rink/fitness facility with a parking lot.

I. LAND USE AND PLANNING

The General Plan Land Use Designation for the project site is General Industrial, which provides for manufacturing, warehouse/distribution, assembling and wholesaling in an area designed for heavy industrial activities. The project site is zoned M-2 (General Industrial), located in the Tier 1/Vineyard designated area of the General Plan, and the Hazardous Chemical Overlay (HCO). The HCO sets aside a defined area for those businesses engaged in the manufacture and/or wholesale trade of hazardous chemicals and allied products. Asphalt plants are permitted in the M-2 zone and the HCO, subject to a Conditional Use Permit.

The 3.72 acre site is located within a developed heavy industrial area and is surrounded by other heavy industrial uses, including a concrete batch plant to the west; a co-generation electric power plant with associated ice skating/fitness facility to the south across Tulip Street; and an NCTD railroad right-of-way immediately to the north with passenger and freight train traffic. North of the rail line is a train maintenance yard and heavy train repair facility for the Sprinter trains, a truck maintenance facility for the waste collections trucks for Escondido Resource Recovery, and the City's Public Works yard with equipment and vehicle storage areas and repair/warehousing facilities. To the east of the site is a 150'-200'± wide concrete flood control channel. Beyond the channel is the Gateway commercial shopping center with retail shops, offices and restaurants. The project site is currently developed with the existing asphalt batch plant and a concrete and asphalt recycling facility with mobile crushing equipment and 20'-high materials stockpiles. The proposed modification to the asphalt plant would increase the number of storage/load out silos for finished product, as well as the number of storage tanks for liquefied asphalt products. No change is proposed to the existing recycling facility.

The asphalt plant is open to the public from 6 AM to 4 PM Monday through Saturday with additional hours as needed to accommodate contractors. A total of four, 45-foot high, 125-ton storage/load out silos would be placed on the site in a linear arrangement to allow trucks to maneuver under each one. Each silo will contain a different hot or warm-mix asphalt concrete product based on the size of the aggregate used in the mix. It is expected that one silo each could be utilized for ¾-inch mix, ½-inch mix, ⅜-inch mix, and sheet mix (less than ⅜). Several silos could also be used for one mix type depending on the daily needs of customers. The increase in storage capacity for finished product allows more finished product to be produced and sold. The existing asphalt plant production equipment already has the capacity to produce more product and no changes are proposed to this equipment. Average daily production would increase from 500 tons of asphalt product per day to an average of 1,000 tons per day. The maximum annual production cap of 150,000 tons would be increased to 250,000 tons annually to reflect the current APCD Permit and the increased storage capacity. While there are no time limits on the operation of the asphalt plant, no additional noise impacts would result since all asphalt concrete manufacturing equipment remains unchanged, and the facility noise must meet the Noise Ordinance limits at the property lines at all times.

Public views into the site would generally be from the N. Tulip Street frontage. The tallest equipment would be the four, new 45-foot high storage/load-out silos and the drag slat conveyors or bucket elevator system that loads product into the top of them. The new storage silos would be the same height as the two existing storage/load-out silos on the site. The other asphalt plant components are primarily horizontal units and tanks ranging in heights from 13-feet to 20-feet. A 20-foot high noise barrier wall has been constructed inside the project site between the asphalt equipment and the eastern boundary. The silos are the most prominent visual feature in the asphalt plant and will continue to be visible from several vantage points. Around the perimeter of the site is a 9-foot high concrete k-rail and solid wood fence system. On the north and east sides there is a 10-foot wide landscape area between the outside of the fence and the property line, with screening provided by large canopy trees approximately 20-feet high and large shrubs. On the south side facing Tulip Street the landscaped area is 20-feet from the sidewalk to the fence with a double row of trees about 15-feet high. The asphalt plant machinery is located approximately 200-feet from Tulip Street. The silos would continue to be partially screened by the existing fence and landscaping. Views from residential areas would be limited to the Caroline Way/Howell Heights neighborhood approximately 1,000 feet to the south and elevated above the site. The increase in the number of storage/load out silos would alter the views of the site, but would not change the character of the existing batch plant/industrial recycling use and would not result in significantly adverse aesthetic effects. Potential impacts from lights and glare would be minimized through conformance with the Lighting Ordinance, which requires light fixtures that direct light downward and shields as needed to prevent light crossing property lines. Due to the distance to any residences and the proximity to surrounding open-air industrial uses, the proposed modification to the asphalt plant would not result in significant impacts related to scenic vistas, or light and glare.

The proposal will not disrupt or divide the physical arrangement of an established community, since the closest residentially zoned property is located approximately 1,000 feet to the southeast. The proposed project would not conflict with applicable environmental plans since the subject property does not contain any sensitive habitat or species, or any area designated for preservation. Therefore, the project would not interfere with the preservation of high quality habitat or biological corridors and linkage areas identified by the Multiple Habitat Conservation Program (MHCP). Runoff is and will be directed to the existing detention/clarification basin on-site. Therefore, no significant land-use impacts are anticipated to occur with the development of the proposed project.

II. AGRICULTURAL RESOURCES

The project site has been cleared of all native vegetation and has been historically used for industrial activities including the current use as an asphalt batch plant and a concrete and asphalt

recycling facility. The potential for future agricultural production on the site would be insignificant, since the properties contain no Prime Agricultural lands as shown in the Final Environmental Impact Report for the 2000 General Plan Update (Figure 5.12-5), and crop production on the site does not appear to be economically feasible. Therefore, the proposed project would have no significant effects on agricultural resources or farmland in Escondido or North San Diego County.

III. TRANSPORTATION/TRAFFIC

The existing asphalt plant and recycling facility fronts on and take access from Tulip Street, a Collector (84' r.o.w.) in the City's Circulation Element. Incoming and outbound trucks will follow a one way circulation route from Tulip Street through the project site, entering at the southeastern driveway and exiting at the southwestern driveway. According to the Traffic Impact Study prepared for the project by Federhart & Associates March 3, 2005 and amended April 5, 2005, April 26, 2005, and more recently on March 22, 2010 for the proposed modification, the project would generate approximately 56 additional truck trips per day (112 ADT based on 56 in and 56 out) over current levels for the proposed increase in asphalt concrete production from 150,000 tons per year to 250,000 tons per year. This increase is based on an additional 30 export trucks per day and 26 additional aggregate import trucks per day. Since existing computer analysis of intersections is not set up to analyze a mixture of passenger cars and trucks in deriving delays and Level of Service (LOS) at intersections, truck numbers must be converted to passenger car equivalents (P.C.E.). Most jurisdictions, including CalTrans and SANDAG use a ratio of 2.5 passenger cars being equal to one truck. This converts the 112 project truck ADTs to 280 P.C.E.s to derive total project traffic resulting from the increase in production. The traffic study estimates the proposed modification would generate an additional 15 inbound and 15 outbound P.C.E.s during the AM peak hour.

The City's Environmental Quality Regulations (Article 47- Escondido Zoning Code) state that there is a direct significant impact on a street segment when a project degrades the level of service to worse than mid-level D. If the segment already operates at mid-LOS D or worse, a significant cumulative impact would occur if the project adds more than 200 ADT to the street segment. An intersection is considered to be significantly impacted if the project traffic degrades the level of service to worse than mid-level D. If the intersection already operates at a level of service worse than mid-D, a cumulative impact would occur if the project increased the delay by more then two seconds.

The report indicates that the proposed increase in project traffic added to the existing traffic would increase the intersection delay at the Tulip/Valley Pkwy intersection by 0.20 seconds and the Tulip/Hale intersection by only 0.10 seconds, and the LOS would remain at LOS C at each intersection. This increase is not significant. The project would add 64 P.C.E.s to the segment of W. Valley Parkway between Tulip and La Terraza, which still allows this segment to function at a LOS C. All other nearby segments evaluated in the traffic study would similarly continue to operate at LOS C or better. The proposed modification would not generate any near term traffic impacts.

Analysis was also done for the cumulative traffic impact of the project with the addition of traffic generated by other approved projects with respect to their traffic on Valley Parkway. With the project and cumulative traffic added to the existing AM peak volumes, the intersection and segment LOS stays at C or better under every traffic scenario. Under 2030 conditions, the study indicates intersections are able to maintain an LOS C. Segments on Valley Parkway and Tulip maintain LOS C under 2030 conditions. Segments on Hale Avenue, which have decreased to a mid-LOS D or better under 2030 conditions, are insignificantly affected by the addition of project traffic.

As the project traffic will add less than 200 ADT's to any road segment, the V/C ratio will remain the same, the intersections will continue to operate at LOS C or better, and the intersection delays will increase only 0.20 seconds, the traffic volume generated by the project would not

materially degrade the levels of service of the adjacent streets; therefore, this project will not have a significant impact on transportation or circulation.

IV. AIR QUALITY

The city's Environmental Quality Regulations (Article 47 of the Escondido Zoning Code) establish threshold standards for determining the significance of impacts to ambient air quality. Standards for criteria pollutants have been adopted for Carbon Monoxide (CO), Reactive Organic Gases (ROG), Oxides of Nitrogen (NOx), Particulate Matter (PM10), Oxides of Sulphur (SOx), and Lead as follows:

CO	550 lbs./day
ROG	55 lbs./day
NOx	55 lbs./day
PM10	150 lbs./day
SOx	250 lbs./day
Lead	3.2 lbs./day

The Air Quality Impact Analysis for Escondido Sand & Gravel Asphalt Drum-mix Plant, prepared by Justice & Associates, dated February 2005 and including the supplemental letters dated March 3, 2005 and April 28, 2005, concluded that emissions from the original asphalt plant and associated truck traffic are within the City's threshold standards. A second Asphalt Plant Air Quality Analysis, prepared by Justice & Associates, dated May 17, 2010, (updated October 6, 2010) for the proposed modification to increase asphalt production from 150,000 tons per year to 250,000 tons per year presented the same conclusion that emissions are within the City's threshold standards.

In addition to the truck traffic, the main emission source at the asphalt plant is exhaust from the hot-mix dryer and loading operations. Best Available Control Technology (BACT) as defined by the San Diego Air Pollution Control District has been implemented. The dryer is fired by natural gas and the burner on the dryer is equipped with a low NOx burner. The asphalt plant equipment runs on commercial electric power (rather than a diesel powered generator), and the hot mix asphalt load-out is vented to a new Blue Smoke Control Unit. The emissions associated with the asphalt plant are in addition to the emissions generated by the asphalt and concrete recycling facility on the property. Total emissions produced on-site from the existing operations and the proposed project would be as shown in the table below. The emissions would not exceed the City's significance thresholds.

	<u>NOx</u>	<u>CO</u>	<u>SOx</u>	<u>ROG</u>	<u>PM10</u>	<u>Lead</u>
Recycling Emissions	37	45.8	0.8	5.4	13.6	0.0015
Original Asphalt Plant Emissions	6.14	30.19	1.66	25.71	9.10	0.0020
Increase from Proposed Asphalt Plant Mod.	4.11	19.22	1.10	17.49	4.78	0.0013
Total Facility emissions (lbs./day)	47.25	95.21	3.56	48.6	27.48	0.0048
Zoning Ordinance Significance Thresholds (lbs./day)	55	550	250	55	150	3.2

Short-term emission of air pollutants could be generated during construction/installation of the new storage silos and tanks. Dust or particulate matter emissions would be generated by any necessary grading, moving of earth or rubble piles, hauling and other site preparation activities. With the appropriate use of grading and operating procedures, the project would not generate significant emissions of particulate matter or dust during the installation/construction phase.

Dust generated from truck traffic, conveyor belts, and the loading of material into trucks will continue to be controlled by the use of water sprays. A baghouse-type dust collector has been installed on the drum to meet BACTs.

Although the asphalt plant has the potential to create nuisance odors, the cumulative on-site emissions are below the significance thresholds. No significant air quality impacts to local or regional air quality are anticipated since the project would not deteriorate the Level of Service on adjacent streets or intersections, the plant would utilize current technology for its equipment and emission levels would be within city standards. In addition, the emissions from the facility would be below the hourly, daily and yearly limits specified in the San Diego Air Pollution Control District (SDAPCD) standards. Therefore, the project would not prevent or interfere with the attainment or maintenance of any state or national ambient air quality standard.

Prior to construction of the asphalt plant, a Toxic Air Quality analysis examined the point source emissions to determine if the cumulative risks would be exceeded. The stack emissions from the aggregate dryer burner were modeled as a point source and meteorological data from Escondido was used with the Health Risk Assessment Program developed by the California Air Resources Board and the Office of Environmental Health Hazard Assessment (OEHHA). The Maximum Individual Cancer Risk (MICR) (total estimated 70 year cancer risk) associated with the toxic air contaminant emissions from the dryer stack is 0.000000150, which is less than one (1) in a million. The Chronic Inhalation Health Risk due to emissions from the dryer stack is estimated to be 0.00325, which is less than the California Air Resources Board standard of one (1). And the Acute Inhalation Health Risk due to emission from the dryer stack is estimated to be 0.0210, which is also less than one (1). Since the health risks are estimated to be below the significance thresholds of the California Air Resources Board, no mitigation of toxic air contaminants would be required.

Sensitive receptors such as the elderly, infants and those with health problems are accounted for in the Health Risk Assessment. Due to the assumptions used in the Health Risk Assessment model, the 70-year exposure duration is considered conservative enough to cover a large majority of the population and their anticipated exposure levels. Some health conditions can be affected by the chronic and acute inhalation health impacts. However, if a facility evaluation indicates little or no chronic and acute impacts, it is assumed that the likelihood of an inhalation impact is low. The 2005 Air Quality Analysis determined that the proposed project had values of less than one (1) for both the chronic and acute evaluations. Being below these thresholds indicates little or no chronic and acute impacts.

Air Quality Impacts from the proposed project can be reduced to a less than significant level with the implementation of the following mitigation measures.

Mitigation Measures

1. During construction and installation of the new storage/load out silos and asphalt tanks, Best Available Control Technology (BACT) measures for dust control shall be implemented as follows:
 - a. Water all active construction areas and unpaved roads at least twice daily.
 - b. Wash down the paved access road regularly.
 - c. Cover all trucks hauling soil, sand and other loose materials.
2. The asphalt plant operation will continue to adhere to the San Diego Air Pollution Control District (SDAPCD) requirements to utilize Best Available Control Technology (BACT) regarding the following equipment:
 - a. A baghouse-type dust collector meeting BACT standards shall be maintained on the drum.
 - b. The burner on the dryer shall be equipped with a low NOx burner recognized by the San Diego Air Pollution Control District (SDAPCD) as BACT.
 - c. The hot mix asphalt load-out shall be vented to the dryer consistent with SDAPCD BACT standards. The Blue Smoke Control Unit shall be maintained in good order.

- d. The liquid asphalt tanks shall be equipped with BACT vent lines that condense the blue smoke and allow it to drain back into the tanks.
3. Prior to installation of the new storage silos and tanks on the site, the applicant shall submit a declaration stating that they will voluntarily limit production to a maximum of 250,000 tons of hot-mix asphalt annually. The applicant shall be obligated to provide annual production reports if requested by the Planning Division.
4. Prior to utilizing the new storage/load out silos and asphalt tanks, the current APCD Permit to Operate shall be modified to reflect the increase in storage capacity at the plant.

V. BIOLOGICAL RESOURCES

The only vegetation within the fenced area on the project site is some ornamental plants and two Canary Island palm trees adjacent to the two office buildings in the southeastern corner of the property. Ornamental streetscape and screening landscaping, including large trees and shrubs, was installed around the perimeter of the site with the implementation of the two previous CUPs for the asphalt batch plant and the concrete and asphalt crushing/recycling operation. The site has been historically used by heavy industrial users and has been otherwise cleared of all vegetation. The proposed project site does not contain any known sensitive biological or wildlife resources, or any species that are considered endangered, threatened, or rare.

The proposed development will not result in any significant impact on the City's biological resources, since the site has been previously disturbed, is currently developed with an industrial use, and existing development surrounds the project site. The project vicinity is highly urbanized and no areas of native habitat exist near the site. The proposed project would not have any potentially adverse individual, or cumulative impacts on wildlife resources.

VI. CULTURAL RESOURCES

The only buildings on the site are the two office buildings and the asphalt plant control building, all of which have been located on the site for less than ten years. There is no evidence of any historic or cultural resources on the property. In addition, no cultural resources have been identified on nearby properties. Since there are no cultural, archaeological or paleontological resources known to be present within the subject area, the proposed project will not result in any significant, adverse impact to any cultural, archaeological or paleontological resources.

VII. GEOLOGY AND SOILS

The project site is fairly level and currently developed with an asphalt batch plant and an interior, unpaved circular driveway around the perimeter of the site. Crushing equipment and several large mounds of stockpiled aggregates and rubble are located in the central portion of the site. A small paved parking area is provided near the offices at the front of the site. A detention pond is located in the southwest corner of the site pursuant to the approved Storm Water Pollution Prevention Plan for the existing operations. No site grading is proposed, although the rubble and aggregate stockpiles will be shifted on-site to provide a clear space for the proposed expansion of the asphalt plant. There are no significant topographic features on the property. Any grading and compaction of the site, as necessary, would be per City standards to the satisfaction of the City engineer. Therefore, no significant impacts from grading are anticipated.

The project would not expose people or structures to geologic hazards since there are no known active faults within the immediate vicinity and the North County region is not known for its seismic activity. Although Escondido is within a seismic zone 4, the nearest active faults are the Carlsbad fault to the west, the Rose Canyon fault approximately 15 miles east of the Escondido planning area, the Elsinore fault approximately 20 miles southwest of the planning area, and the Zone of reformation approximately 22 miles to the northeast of the planning area. In the event of a major earthquake on these or other faults in the southern California region, the site could be subjected

to moderate to severe ground shaking. However the site is not considered to possess a significantly greater seismic risk than that of the surrounding area in general.

VIII. HAZARDS AND HAZARDOUS MATERIALS

The property is located within the City's Hazardous Chemical Overlay Zone, which is intended for the manufacture and wholesale trade of hazardous chemicals and allied products. The applicant has indicated that hazardous materials will be stored on the site and used in the production of asphalt. This will require a Hazardous Materials Permit for the County of San Diego Department of Environmental Health Services (DEHS). Anticipated hazardous materials on the site include liquefied asphalt contained in one 30,000-gallon, and one 10,000 gallon aboveground tanks, a 5,400 gallon storage tank of emulsified asphalt, and a 7,500 gallon Guardtop sealer storage tank. All of these tanks would continue to be located within an existing concrete block containment area. The existing concrete and asphalt recycling operation on-site maintains in a separate outdoor control area, two 400-gallon tanks of diesel fuel, two 55-gallon drums of hydraulic oil, and four 55-gallon drums of motor oil. With the implementation of proper containment devices and a Hazardous Materials Business Plan as required by the Escondido Fire Department and DEHS Hazardous Materials Management Division, no significant impacts are expected from having these materials on the site.

The project will comply with all applicable building and fire codes and all conditions of approval applicable to the site. The site is not located within a Fire Hazard Area as identified in the Final Environmental Impact Report for the 2000 General Plan Update (Figure 5.7-2), or near an airport or private airstrip. In addition, the site is not listed on the Hazardous Waste Sites List which is published by the California Environmental Protection Agency (CAL/EPA) through the County Health Department's Hazardous Material Management Division (HMMD). The County Health Department's Site Assessment and Mitigation Division has informed the Planning Division there are no known issues involving their program on the site. Consequently, no adverse impacts with regards to hazards will occur.

IX. HYDROLOGY AND WATER QUALITY

The project site is currently developed with a asphalt batch plant and a concrete and asphalt recycling facility. During the construction of the recycling plant, a concrete fence and berm were constructed around the perimeter of the site and a detention/clarification pond was also constructed to control run-off. Although the addition of the portable asphalt drum mix equipment and storage tanks slightly contributed to the amount of impervious surfaces on-site, the amount of water runoff did not significantly increase because no additional paved surfaces or permanent structures were proposed. The proposed modification to the asphalt batch plant would similarly contribute an insignificant increase to the amount of runoff. The change to absorption rates is not anticipated to be significant and runoff would continue to be directed to the approved drainage facilities.

The asphalt plant will continue to be subject to the previously approved Storm Water Pollution Plan (SWPP) due to the type of materials handled and stored on the site as well as the type of machinery and the fact that the manufacturing of asphalt is essentially an outdoor activity. The SWPP incorporates Best Management Practices (BMPs) which are intended to reduce the amount of pollutants contained in storm water runoff from the facility. The SWPP includes a description of potential pollutant sources, defines storm water management practices and establishes spill prevention and response procedures.

According to the City of Escondido Engineering Services Division, the existing perimeter berm and detention/clarification pond are adequate for the incremental increase in run-off associated with the proposed modification to the asphalt batch plant. No significant impacts to hydrology or water quality are anticipated from the proposed modification to the asphalt plant.

The propose project and improvements are not anticipated to impact any adjacent wells. The project is served by City sewer and water.

X. MINERAL RESOURCES

The site does not contain any significant natural resources. Modification of the existing asphalt plant to increase storage capacity would not substantially increase the use of, or result in the depletion of any nonrenewable natural resources since energy services have already been provided to the site through an extension of existing infrastructure. Although asphalt oil is derived from crude oil, the proposal will not utilize substantial amounts of fuel or energy or require the development of new sources of energy due to its limited size and energy requirements.

XI. NOISE

The project site is partially located within a projected noise corridor of 65 dB or greater due to the proximity of Interstate 15 and surrounding industrial uses. Tulip Street and Valley Parkway are classified as Collectors in the City's circulation element and also contribute to some of the existing noise level. The City's General Plan Noise Element contains noise policies, which outline acceptable noise levels associated with each type of land use. Policy E1.6 outlines the measures to be implemented to minimize impacts on and from new projects. The policy also established noise/land use compatibility guidelines and states that the City's Noise Ordinance shall be used to control noise from other than transportation sources.

Section 17-229 of the Noise Ordinance sets a maximum permissible one-hour average noise level at the property line for general industrial zones of 75 dBA at any time, and requires that the sound level limit at the location on a boundary between two land use classifications is the limit applicable to the receiving land use. The Gateway Commercial Center to the east of the flood channel, which is adjacent to the east side of the project site, is located in a commercial district of the Downtown Specific Plan. Therefore, hourly sound levels at the property line are subject to the limits established for commercial zones and cannot exceed 60 dBA between 7:00 AM and 10:00 PM and 55 dBA between 10:00 PM and 7:00 AM.

At the time the asphalt plant was first proposed, a Noise Technical Report was prepared for the proposed project by URS, dated March 2, 2005 and revised June 8, 2005 and July 12, 2005. According to the report, sound level measurements of the existing concrete and asphalt recycling operation were below the permissible one-hour average of 75 dBA at the project site boundaries. A 24-hour measurement was also conducted on the westerly boundary of the Gateway Commercial Center / Gateway District on July 21 and 22, 2005. The existing hourly sound levels ranged from 50 dBA at 1:00 AM to 69 dBA during the daytime.

The major noise sources from the asphalt plant are the dryer drum unit, the baghouse, and the asphalt coating mixer drum. No changes are proposed to this equipment. Based on sound level measurements of similar equipment, a source sound level of 75 dBA at 100 feet was determined. Acoustical calculations were performed to estimate the L_{eq} at the project property lines and at the Gateway Center property line to the east with the presence of the existing 9-foot concrete/wood panel wall around the perimeter of the project site. With the existing perimeter wall, the calculated noise levels from the proposed asphalt production were also below the 75 dBA one-hour average for Industrial zones at the property lines of the project site. However, the calculated noise levels at the property line of the Gateway Commercial Center would range from 57 to 58 dBA, exceeding the permissible 55 dBA nighttime one-hour average noise level for commercial districts.

Cumulative sound levels for the project plus existing conditions were also calculated. The cumulative sound level is considered a worst-case analysis because non-plant noise sources such as vehicular traffic and other adjacent industrial facilities contributed to the existing sound level measurements. The Noise Technical Report concluded that the cumulative sound levels at the project site boundaries would meet the city's Noise Ordinance standards with the existing perimeter concrete and wood panel wall remaining on site.

The cumulative sound levels at the boundary of the Gateway Commercial Center must meet the more restrictive nighttime noise standard of 55 dBA for commercial zones because the asphalt plant occasionally operates after 10:00 PM and before 7:00 AM as needed. The calculated cumulative sound levels at the Gateway property line would be 69 dBA during the daytime period and 59 dBA during the nighttime period. The cumulative sound level is considered a worst case analysis because non-plant noise sources such as vehicular traffic and nearby industrial facilities contributed to the existing sound level measurements.

Further cumulative calculations were performed to estimate the cumulative sound levels from only the existing recycle plant and proposed asphalt plant, assuming point source acoustical characteristics for the existing diesel-powered generator operating at the existing recycle plant. The report concluded that the sound levels from the recycling plant plus the asphalt plant would be up to 62 dBA at the Gateway property line. Based on these calculations, the cumulative sound levels would exceed the city's hourly daytime/nighttime requirements of 60 dBA / 55 dBA at the Gateway Center/District property line and require mitigation.

The proposed modification to the asphalt plant is limited primarily to the installation of new storage silos and tanks. These storage vessels are non-contributors to the noise environment and require no additional mitigation to offset their addition to the plant. No changes are proposed to the primary noise sources including the dryer drum unit, the baghouse, and the asphalt coating mixer drum. While this equipment could be used more frequently during the day to create more asphalt concrete product to fill the additional storage/load out silos, there will be no change to the one-hour daily average sound levels and no additional mitigation is required. Several mitigation measures developed at the time the asphalt plant was first proposed would need to be maintained through the life of the asphalt plant operation, and have been restated below.

Mitigation: Project Property Lines – The proposed project, including the 9-foot concrete/wood panel wall on all property lines, would comply with the City of Escondido's required Industrial zone limit of 75 dBA anytime at the project property lines. Therefore, no further mitigation would be required.

Mitigation: Gateway Commercial Center Property Lines - Impacts at the property line of the Gateway commercial center related to the generation of noise from the proposed project can be reduced to a less than significant level with the implementation of mitigation measures. The Noise Technical Report concluded that a 20-foot high noise barrier located either along the east property line of the project site or in the interior of the site adjacent to the eastern side of the asphalt dryer, baghouse and mixer drum, would reduce the sound levels below the 55 dBA nighttime requirement at the commercial center property line.

Mitigation Measures

1. The existing 9-foot high concrete/wood panel wall located around the perimeter of the site shall be maintained in good condition and repaired as needed if damaged or degraded.
2. A 20-foot high noise barrier shall be maintained on-site pursuant to the criteria identified in the Noise Technical Report prepared by URS, and revised July 12, 2005.
3. Because the height of the exhaust stack for the baghouse exceeds 20-feet in height, an acoustic blanket or exhaust silencer shall be maintained around/in the exhaust stack pursuant to the criteria identified in the Noise Technical Report.

It is anticipated that a temporary increase in the noise level on the site would occur during the installation of the new storage silos and tanks for the asphalt plant. This is expected to create a temporary impact. This will not be a significant impact since it will be temporary in nature, all construction activity will occur during normal business hours, all construction activity will be

subject to the performance standards set forth in the City's Noise Ordinance, and there are no residences in the vicinity.

XII. POPULATION AND HOUSING

The project site is located in the M-2 (General Industrial) zone which specifically permits heavy industrial uses. Residential uses are not permitted in the M-2 zone, and there are no residential structures on the site which would be displaced. The proposed project would not significantly alter the location, distribution or population density within the area, nor would it adversely impact the City's housing demand due to the limited number of employees. The proposed project would not be considered growth inducing, since the project site is located within an established industrial area where all public services are available and it would not create a demand for additional housing.

XIII. PUBLIC SERVICES

The proposed modification to an existing asphalt batch plant to increase the amount of storage capacity for finished product would not result in an increase in demand for police services. The Escondido Police Department has indicated they retain the ability to adequately serve the proposed project, and no significant impacts to police services are anticipated.

The subject site is served by Fire Station No. 1, which is located at 310 North Quince Street. The proposed expansion of the asphalt plant could contribute an incremental increase in the demand for Fire Services. A Hazardous Materials Report was prepared for the initial construction of the asphalt plant by Klausbruckner & Associates on May 4, 2005. The report evaluated the equipment, site layout, process, containers, tanks, piping, and hazardous materials on-site with the 2001 Edition of the California Fire Code. (See Section VIII – Hazards and Hazardous Material for discussion of hazardous materials). The report concluded that with development of the proposed project in conformance with the California Fire Code, no significant impacts to fire services were anticipated.

The proposed development is not residential in nature and would not create an additional demand for school or park facilities. No significant impacts to public services are anticipated.

XIV. RECREATION

The proposed industrial development will not impact the quality or quantity of existing recreational opportunities since the site does not contain existing recreational amenities that would be modified or eliminated, and it is not listed as a potential park site in the City's Master Plan of Parks and Trails. Since the project is not residential, the proposed modification to an existing asphalt batch plant would not result in an increased demand for recreational facilities.

XV. UTILITIES AND SERVICE SYSTEMS

Construction of the asphalt plant required the installation of a 6" service line to the site from the existing 4" high pressure natural gas line in Tulip Street adjacent to the site. The natural gas is used to fire the burner of the dryer drum. The project would not utilize substantial amounts of fuel or energy, or require the development of new sources of energy due to its limited size and energy requirements, and the fact that the required gas service is already provided to the site.

Escondido Disposal, Inc. (EDI) currently provides solid waste removal services for the Escondido area. Solid waste pick up will be available for the project by EDI during all phases of the project, from construction through on-going operations. No significant impacts to solid waste disposal services are anticipated.

Adequate public facilities are available and City sewer and water service are provided to the site. No significant drainage impacts are anticipated based on the existing drainage improvements on-site and the anticipated use of the site. No adverse impacts to city utilities will occur with the development of the proposed project.

XVI. GREENHOUSE GAS EMISSIONS

In response to Executive Order S-3-05 (June 2005), which declared California's vulnerability to climate change, the California Global Warming Solutions Act of 2006, Assembly Bill 32 was signed into effect on September 27, 2006. In passing the bill, the California Legislature found that "Global warming poses a serious threat to the economic well-being, public health, natural resources, and the environment of California..." (California Health & Safety Code, Division 25.5, Part 1). GHG emissions that contribute to global climate change include CO₂, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. Emissions of CO₂ occur largely from combustion of fossil fuels. The major categories of fossil fuel combustion CO₂ sources can be broken into sectors for residential, commercial, industrial, transportation, and electricity generation. The transportation sector includes all motor gasoline and diesel fuel combustion, and the GHG emissions of this sector are not split into activities or uses (i.e., there is no separate estimate for the level of GHG emissions caused by gasoline or diesel fuel combustion related to statewide construction activities). Other GHG emissions such as methane and nitrous oxide are also tracked by state inventories but occur in much smaller quantities. The global warming potential of methane is about 21 times that of CO₂. When quantifying GHG emissions, the different global warming potentials of GHG pollutants are usually taken into account by normalizing their rates to an equivalent CO₂ emission rate (shown as CO₂ Eq.).

Assembly Bill 32 requires a return to 1990 emission levels by 2020 and requires CARB to adopt statewide GHG emissions limits to achieve these levels. As of December 2007, CARB set the 1990 emissions levels at 427 million metric tons of CO₂ equivalent. The most current data (2004) suggest that existing GHG emission levels are at approximately 496 million metric tons of CO₂ equivalent. Business-as-usual emission levels projected for 2020 are 596 million metric tons of CO₂ equivalent, which means that roughly 30 percent or 169 million metric tons of CO₂ equivalent must be reduced by 2020. CARB has also recently adopted a Scoping Plan, which proposes a comprehensive set of actions (via regulations, market mechanisms, and other measures) that are designed to reduce overall GHG emissions in California to the 2020 emissions limit. Senate Bill 97 requires the Governor's Office of Planning and Research to develop draft CEQA guidelines to mitigate greenhouse gas emissions or the effects of greenhouse gas emissions. Furthermore, these CEQA guidelines are to be sent to the Resources Agency on or before July 1, 2009, who in turn must certify and adopt the guidelines on or before January 1, 2010.

Notwithstanding the various climate change regulations recently passed in California, there are no federal or state laws, executive orders, agency rules, or agency reports that provide any required standards or methodologies by which to evaluate the level of a project's GHG emissions. Also, there are no applicable significance standards or criteria to indicate what level of GHG emissions would be considered substantial enough to result in a significant adverse impact on global climate under CEQA. However, it is generally recognized that individual projects of any size are of insufficient magnitude to influence climate change, or result in a substantial contribution to the global GHG inventory. As a result, GHG impacts are exclusively cumulative impacts from a global climate change perspective.

In analyzing the proposed project's potential GHG impacts, construction-related increases in GHG emissions would primarily result from operation of construction vehicles and equipment; the operational increases in GHG emissions would mainly be a result of vehicle trips and operations of the asphalt plant. GHG emissions expected from construction and operations primarily include CO₂, methane, and limited amounts of hydrofluorocarbons. Despite these additional GHG emissions, implementation of the proposed project would not generate enough GHG emissions to individually influence global climate change. In spite of this, when combined with all other sources of greenhouse gases, implementation of the proposed project could incrementally contribute to global climate change resulting from the production of GHG emissions. However, implementation of the proposed project does not appear to conflict with the State GHG emission-reductions goal established by Assembly Bill 32. The project also would not pose any apparent

conflict with CARB's recently adopted Scoping Plan. Therefore, in light of the foregoing discussion, cumulative impacts related to GHG emissions from construction and operations of the proposed project would be less than significant.

XVII. MANDATORY FINDINGS OF SIGNIFICANCE

Potential impacts to the environment as a result of this project are in the area of air quality and noise. Proposed mitigation for these impacts reduces the potential effects below a level of significance. In staff's opinion the proposed project would not have a significant individual or cumulative impact on the environment. No significant biological resource exists on site; therefore there will be no adverse effect on any animal or plant species. The project will not degrade the quality of the environment for plant or animal communities since the project will not cause fish and wildlife populations to drop below self-sustaining levels nor reduce the number or restrict the range of endangered plants or animals. The project will not materially degrade levels of service of the adjacent streets, intersections or utilities.

MATERIALS USED IN PREPARATION OF THIS ANALYSIS

1. Escondido General Plan – 1990
2. Escondido General Plan EIR
3. Escondido Zoning code and Land Use Map
4. SANDAG Summary of Trip Generation Rates
5. Escondido Drainage Master Plan (1995)
6. County of San Diego Health Department, Hazardous Material Management Division (HMMD) Hazardous Sites List
7. Escondido Historical Resources Survey
8. Site visits/Field Inspection
9. Comments form other Departments:
 - a. Engineering
 - b. Building
 - c. Fire
10. Project Description and Preliminary Information
11. Escondido Sand & Gravel Air Quality Impact Analysis, prepared by Justice & Associates, February 2005 and additional information dated April 28, 2005 and March 3, 2005.
Asphalt Plant Air Quality Analysis Hot Mix, prepared by Justice & Associates, dated March 15, 2010, and revised October 6, 2010.
12. Traffic Impact Study for the Escondido Sand & Gravel Asphalt Plant, prepared by Federhart & Associates, dated March 4, 2005 and revised April 5, 2005 and April 26, 2005.
Traffic Impact Study for the Proposed Escondido Asphalt Plant Expansion, prepared by Federhart & Associates, dated March 22, 2010.
13. Noise Technical Report for Escondido Sand & Gravel, prepared by URS, dated March 2, 2005 and revised June 8, 2005 and July 12, 2005.
14. Escondido Sand & Gravel Hazardous Material Report, prepared by Klausbruckner & Associates, dated May 4, 2005, Rev.2.0.




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

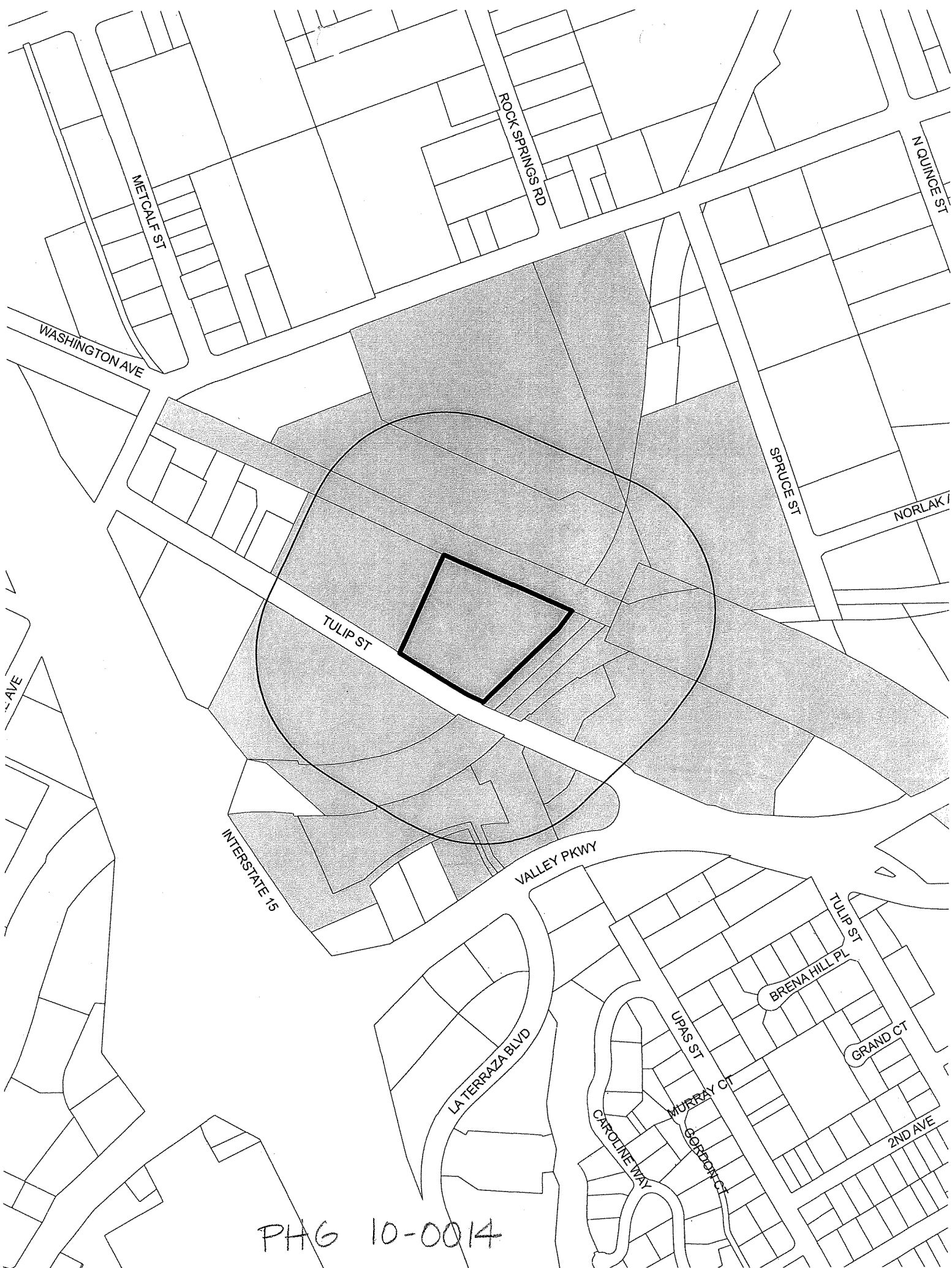
ACKNOWLEDGEMENT OF ENFORCEABLE COMMITMENT

Case No.: PHG 10-0014

Escondido Asphalt
Modification to Add Asphalt Product Storage Capacity

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.

<i>10/14/2010</i>	George Weir	
Date	Applicant's Name (printed)	Applicant's Signature

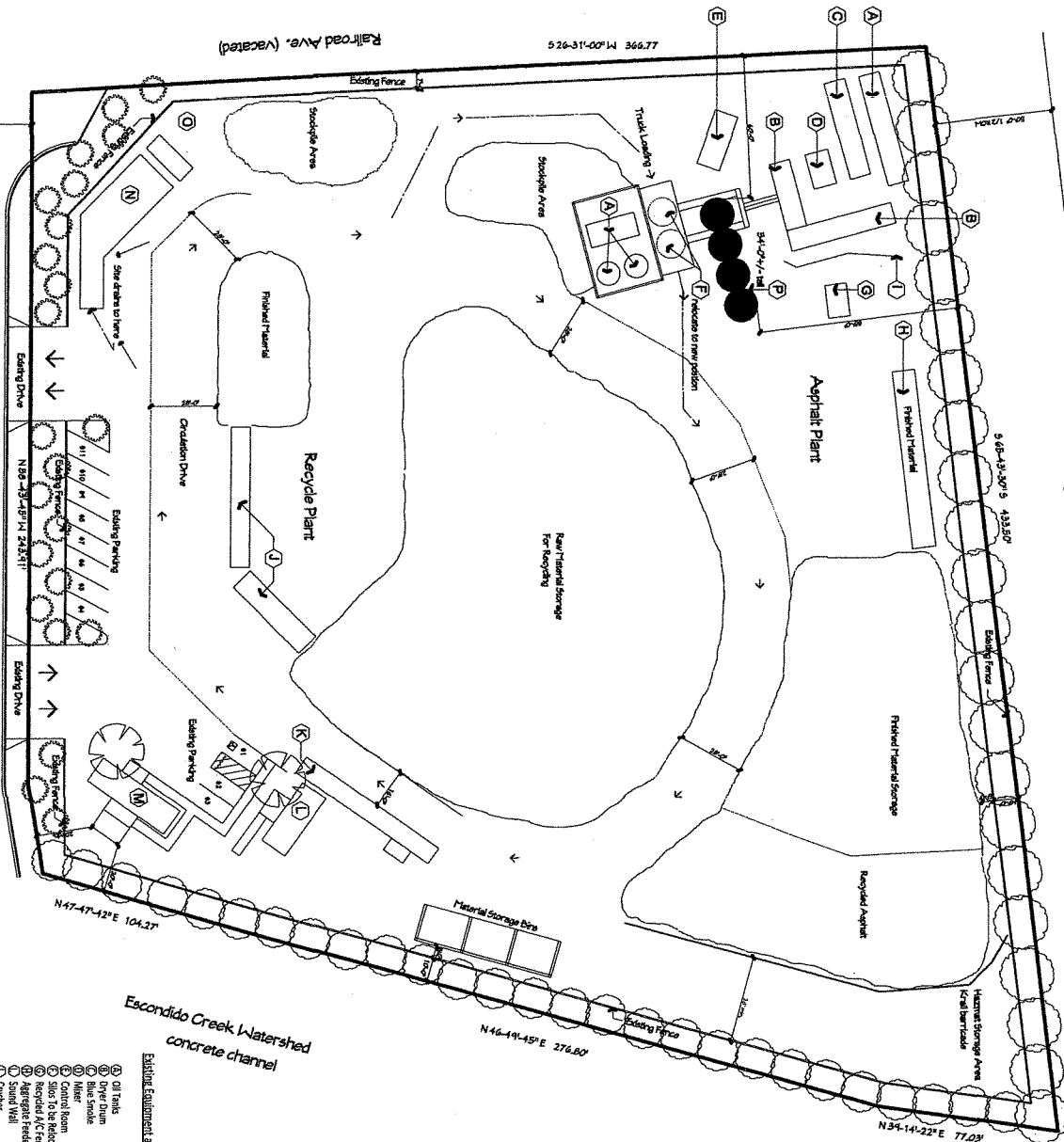


PHG 10-0014

Site Plan

North
Map
Notwithstanding to Existing

North Tulip Street



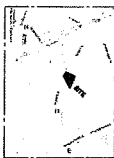
Escondido Creek Watershed
concrete channel

Existing Equipment and Buildings to Remain

- ⊙ Oil Tanks
- ⊙ Dryer Drum
- ⊙ Bliler Smoke
- ⊙ Water
- ⊙ Water from
- ⊙ Silos To be Relocated To New Position
- ⊙ Recycled A/C Feeder
- ⊙ Aggregate Feeder
- ⊙ Sound Wall
- ⊙ Crusher
- ⊙ Truck Scale
- ⊙ Escondido Asphalt Office
- ⊙ Escondido Social Office
- ⊙ Water Tank
- ⊙ Water Pond

New Equipment Schedule

- ⊙ New Silos (54' or 7' tall, match existing)



OWNER:
Water from
610 Main Street
Escondido CA 92026

PROJECT ADDRESS:
Escondido Asphalt Co.
500 N. Tulip Street
Escondido CA 92026

LEGAL DESCRIPTION:
All that portion of LOT 1, in BLOCK 315 of the Rancho Rincon Del Diablo, in the City of Escondido, County of San Diego, State of California according to Map No. 527 filed in the office of the County Recorder of San Diego County, AP# 232-380-17

SCOPE OF WORK:
Construction of a proposed approved Conditional Use Permit (CUP) 11. Construction of a new asphalt plant and related equipment. Additional silos will be needed for local projects. Manufacturing capacity will not increase and silos will not modify or expand an existing concrete and asphalt recycling operation (2001-43-CUP/BEZ & 2002-55-CUP/BEZ) for the same site

LANDSCAPE:
Existing
11 Spaces

SITE AREA:
3.75 Acres

PROJECT DATA:
ZONE: M2
OFFICER: M2
OCCUPANT GROUP: Manufacturing Equipment
OCCUPANT LOAD: MA
TYPE OF CONSTRUCTION: NB
PREVAILING CODES: NB
This project shall comply with the 2007 California Building Code which includes the 2006 BEC, 2006 UMC and UPC, and the 2005 REC and 2005 Energy and Smoke Alarms Regulations.



SHEET NO.	PROJECT
OF	
DATE:	

Escondido Asphalt Co.
Amendment to the Existing CUP
500 North Tulip Street - Escondido CA 92026



Robert A. McQuead
Architect
239 South Maple Street

NO.	REVISION	DATE	BY

ATTACHMENT "A"
MITIGATION MONITORING REPORT

PROJECT NAME: Modification to Portable Asphalt Concrete Drum Mix Plant
PROJECT DESCRIPTION: Modification of a Conditional Use Permit and Business Enhancement Zone request to expand asphalt product storage capacity and increase production to 250,000 tons annually.
PROJECT LOCATION: 500 N. Tulip Street, Escondido, CA

CASE NO.: PHG 10-0014
PREVIOUS NEG. DEC. NO.: ER 2005-09
APPROVAL BODY/DATE: City Council/November 17, 2010
PROJECT PLANNER: Bill Martin

APPLICANT/CONTACT PERSON: John Fredrickson, Escondido Asphalt
PHONE NUMBER: 760-215-8023

PHASE AT WHICH THE MITIGATION MEASURES ARE TO BE IMPLEMENTED: During construction and installation of plant equipment and ongoing.

NATURE OF IMPACT & LOCATION IN DOC	MITIGATION MEASURE	RESPONSIBILITY FOR IMPLEMENTATION	CERTIFIED INITIALS/DATE	COMMENTS
AIR QUALITY Section IV	1 During construction and installation of the new storage/load out silos and asphalt tanks, Best Available Control Technology (BACT) measures for dust control shall be implemented as follows: a. Water all active construction areas and unpaved roads at least twice daily. b. Wash down the paved access road regularly. c. Cover all trucks hauling soil, sand and other loose materials.	Applicant		

	<p>2. The asphalt operation will continue to adhere to the San Diego Air Pollution Control District (SDAPCD) requirements to utilize Best Available Control Technology (BACT) regarding the following equipment:</p> <ol style="list-style-type: none"> A baghouse-type dust collector meeting BACT standards shall be maintained on the drum. The burner on the dryer shall be equipped with a low NOx burner recognized by the SDAPCD as BACT. The hot mix asphalt load-out shall be vented to the dryer consistent with SDAPCD BACT standards. The Blue Smoke Control Unit shall be maintained in good order. The liquid asphalt tanks shall be equipped with BACT vent lines that condense the blue smoke and allow it to drain back into the tanks. 	Applicant		
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PHASE AT WHICH THE MITIGATION MEASURES ARE TO BE IMPLEMENTED: Prior to commencing operations.

NATURE OF IMPACT	MITIGATION MEASURE.	RESPONSIBILITY FOR IMPLEMENTATION	CERTIFIED INITIALS/DATE	COMMENTS
AIR QUALITY Section IV	<p>3. Prior to installation of the new storage silos and tanks on the site, the applicant shall submit a declaration stating that they will voluntarily limit production to a maximum of 250,000 tons of hot-mix asphalt annually. The applicant shall be obligated to provide annual production reports if requested by the Planning Division.</p>	Applicant		
NOISE Section XI	<p>4. Prior to utilizing the new storage/load out silos and asphalt tanks, the current APCD Permit to Operate shall be modified to reflect the increase in storage capacity at the plant</p> <p>1. The existing 9-foot high concrete/wood panel wall located around the perimeter of the site shall be maintained in good condition and repaired as needed if damaged or degraded.</p> <p>2. A 20-foot high noise barrier shall be maintained on site pursuant to the criteria identified in the Noise Technical Report prepared by URS, and revised July 12, 2005.</p>	Applicant		
		Applicant		

	<p>3. Because the height of the exhaust stack for the baghouse exceeds 20-feet in height, an acoustic blanket or exhaust silencer shall be maintained around/in the exhaust stack pursuant to the criteria identified in the Noise Technical Report.</p>	Applicant		
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RESOLUTION NO. 2010-148

9.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A MODIFICATION TO THE CONDITIONAL USE PERMIT FOR ESCONDIDO ASPHALT TO INCREASE ON-SITE STORAGE CAPACITY OF HOT-MIX AND WARM-MIX ASPHALT ON A 3.72 ACRE SITE LOCATED IN M-2 (GENERAL INDUSTRIAL) ZONE

Applicant: Escondido Asphalt
Planning Case No.: PHG 10-0014

WHEREAS, pursuant to Article 69 of the Escondido Zoning Code, the Economic Development Subcommittee of the Escondido City Council did, on August 10, 2010, consider a Business Enhancement Zone request from the applicant for expedited processing directly to the City Council for a proposed modification to a Conditional Use Permit for a hot mix asphalt plant. The proposal would increase storage capacity of hot-mix and warm-mix asphalt by installing four new 45-foot tall 125-ton vertical asphalt concrete storage/load-out silos allowing asphalt production to increase from 150,000 tons annually to 250,000 tons annually on a 3.72-acre site located in the M-2 (General Industrial) zone, on the northeastern side of Tulip Street, between the flood control channel and Railroad Avenue, addressed as 500 N. Tulip Street; and

WHEREAS, pursuant to Article 69 of the Escondido Zoning Code, the Economic Development Subcommittee did grant the applicant's Business Enhancement Zone request for expedited processing directly to the City Council and noted the applicant was not seeking any other incentives; and

WHEREAS, pursuant to the California Environmental Quality Act regulations, a Subsequent Mitigated Negative Declaration was issued on October 14, 2010; and

WHEREAS, this City Council has reviewed the Subsequent Mitigated Negative Declaration and the staff report, a copy of which is on file in the Planning Division; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said modification of a Conditional Use Permit;

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 on the basis of the above review and consideration this City Council makes the following findings of fact:
 - A. That the facilities to be constructed pursuant to the modification to a Conditional Use Permit are required by, and beneficial to, the community.
 - B. That issuance of this modification to a Conditional Use Permit will not result in a deterioration of bordering land uses or create special problems for the area in which it is located.
 - C. That issuance of this modification to a Conditional Use Permit will not adversely affect the community or neighborhood plan, if any, for the area in which it is located.

3. That, in view of the above findings and applicable law, the City Council approves the modification to a Conditional Use Permit (a copy is on file in the Planning Division) subject to the conditions of approval attached as Exhibit "A" and incorporated by this reference.

**CONDITIONS OF APPROVAL
PHG 10-0014**

Landscaping

1. 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. The existing landscaping shall be maintained with a 20-foot wide landscaped setback along Tulip Street (south elevation), outside the fence; a ten-foot-wide landscaped setback along the northern and eastern property lines, and a five-foot-wide setback along the western property line, outside the fence. Landscape planting within the setbacks shall consist of two staggered rows of trees at 30-foot on center with oleander shrubs along the fencing and groundcover, to the satisfaction of the Planning Division.
3. The 2.5-foot high landscaped mound shall be maintained on the outside of the fence (covering the K-rail) along each property boundary, to the satisfaction of the Planning Division.

Mitigation Measures

1. During construction and installation of the new storage/load out silos and asphalt tanks, Best Available Control Technology (BACT) measures for dust control shall be implemented as follows:
 - a. Water all active construction areas and unpaved roads at least twice daily.
 - b. Wash down the paved access road regularly.
 - c. Cover all trucks hauling soil, sand and other loose materials.
2. The asphalt plant operation will continue to adhere to the San Diego Air Pollution Control District (SDAPCD) requirements to utilize Best Available Control Technology (BACT) regarding the following equipment:
 - d. A baghouse-type dust collector meeting BACT standards shall be maintained on the drum.
 - e. The burner on the dryer shall be equipped with a low NOx burner recognized by the San Diego Air Pollution Control District (SDAPCD) as BACT.
 - f. The hot mix asphalt load-out shall be vented to the dryer consistent with SDAPCD BACT standards. The Blue Smoke Control Unit shall be maintained in good order.
 - g. The liquid asphalt tanks shall be equipped with BACT vent lines that condense the blue smoke and allow it to drain back into the tanks.
3. Prior to installation of the new storage silos and tanks on the site, the applicant shall submit a declaration stating that they will voluntarily limit production to a maximum of 250,000 tons of hot-mix asphalt annually. The applicant shall be obligated to provide annual production reports if requested by the Planning Division.
4. Prior to utilizing the new storage/load out silos and asphalt tanks, the current APCD Permit to Operate shall be modified to reflect the increase in storage capacity at the plant.

5. The existing 9-foot high concrete/wood panel wall located around the perimeter of the site shall be maintained in good condition and repaired as needed if damaged or degraded.
6. A 20-foot high noise barrier shall be maintained on-site pursuant to the criteria identified in the Noise Technical Report prepared by URS, and revised July 12, 2005.
7. Because the height of the exhaust stack for the baghouse exceeds 20-feet in height, an acoustic blanket or exhaust silencer shall be maintained around/in the exhaust stack pursuant to the criteria identified in the Noise Technical Report.

General

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 citywide facilities fees.
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. 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.
4. 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.
5. All exterior lighting shall conform to the requirements of Article 35, Outdoor Lighting (Ordinance No. 86-75).
6. As proposed, eleven (11) striped parking spaces shall be provided in conjunction with this development. Said parking spaces shall be double-striped and dimensioned per City standards.
7. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with chapter 2-71, Part 2, of Title 24 of the State Building Code, including signage. All parking stalls shall be provided with six-inch curbing or concrete wheel stops in areas where a vehicle could reduce minimum required planter, driveway or sidewalk widths.
8. All fire protection equipment and procedures shall be maintained to the satisfaction of the Fire Department.
9. Trash enclosures must be designed and built per City standards.
10. Colors, materials and design of the project shall conform to the exhibits and references in the staff report to the satisfaction of the Planning Division.
11. All proposed signage associated with the project must comply with the City of Escondido Sign Ordinance (Ord. 92-47) and require a separate permit.
12. All new utilities shall be underground.
13. This Conditional Use Permit shall become null and void unless utilized within twelve months of the effective date of approval.
14. The City of Escondido hereby notifies the applicant that State Law (AB 3158), effective January 1, 1991, requires certain projects to pay user fees for the purposes of funding the California

Department of Fish and Game. These fees were reinstated January 31, 1996, by the State Superior Court in Sacramento. In order to comply with the 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 \$2,010.25 for a project with a Negative Declaration. This fee will increase on January 1, 2011. Failure to remit the required fee 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. In addition, Section 21089(b) of the Public Resources Code and Section 711.4(c) of the Fish and Game Code, provide that no project shall be operative, vested, or final until the required filing fee is paid.

15. At no time shall the piles of aggregate materials for the asphalt plant exceed a height of 20- feet.
16. All project-generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
17. The applicant shall be responsible for maintaining signs on the Escondido Sand and Gravel scale house which notify drivers that there is no parking or staging allowed on any private property in the area and particularly at the cogeneration facility across the street.
18. The project shall meet the City's Storm Water Management requirements.
19. Prior to installation of the new 45-foot tall 125-ton vertical asphalt concrete storage/load-out silos on the site, the applicant shall install a dust suppression system over the large recycled material stockpile and other areas where appropriate to minimize the level of nuisance dust escaping the site and affecting neighboring properties. The applicant shall be responsible to coordinate the type and design of the system with the Planning Division to ensure a satisfactory resolution of the issue. The dust suppression system shall be activated any time dust from stockpiles becomes visibly airborne or work is occurring in the areas of the site where suppression has been installed.
20. The applicant shall provide a copy of the modified Permit To Operate from SDAPCD specified in Mitigation Measure No. 4 (above) to the City of Escondido Planning Division.

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10

Date: December 15, 2010

TO: Honorable Mayor and Members of the City Council

FROM: Clay Phillips, City Manager
Gail Sullivan, Deputy City Manager

SUBJECT: 2009-2010 Council Action Plan – Final Update

RECOMMENDATION:

It is requested that City Council receive and file the final update to the 2009-2010 City Council Action Plan.

FISCAL ANALYSIS:

The ability to complete the Council Action Plan was based upon the approved budget.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item is the final update of the Council's Action Plan for priorities previously identified.

PREVIOUS ACTION:

The City Council approved the final 2009-2010 Council Action Plan on May 20, 2009. On February 3, 2010 the first update of the Council Action Plan was received and filed by Council.

BACKGROUND:

The City Council Action Plan represents the City Council's collaborative vision for Escondido for the two year period of 2009 through 2010. The Plan included key activities to achieve Council's vision over this time period. The key policy priorities identified for the 2009-2010 Council Action Plan were: Economic Development, Financial Stability and Efficiencies in Service Delivery, General Plan, Infrastructure and Public Facilities, and Utilities.

There was a total of 52 activity items on this Plan anticipated to be completed by December 2010. A total of 40 were completed, equating to 77%. The majority of the remaining activities are ongoing. As expected, in both the General Plan and Utilities priorities, a number of activities were completed but many will also be ongoing and continued to be worked on by staff over the next couple of years. It was anticipated that these activities would take up to four years to complete.

Some of the items in the 2009-2010 Council Action Plan were new programs, services or activities which were not approved for the 2010-2011 budget. Given the city's declining revenues, some of these items were placed on hold. Specific emphasis was placed on the City's financial ability to pursue the Council's objectives in the area of Public Safety and in the maintenance of the City's infrastructure and Public Facilities.

Respectfully submitted,



Clay Phillips
City Manager



Gail Sullivan
Deputy City Manager



City Council Action Plan 2009 – 2010

Final Update – December 2010

ECONOMIC DEVELOPMENT FINAL UPDATE

GOAL: The City Council desires an Economic Development plan that will focus on the attraction of new businesses and high paying jobs to ensure that Escondido remains as a strong economic force in the San Diego area.

Review existing business incentives and develop new ones to help stimulate quality development in Escondido. Be more proactive in seeking new businesses and retaining existing businesses.

- **Develop a business attraction strategy by November 2009**
STATUS (Dec. 2010): COMPLETE *The economic development plan includes a business attraction and retention strategy. For business attraction the strategy calls out for pro-active marketing of vacant properties and direct contact of possible tenants for larger vacant buildings. Retention is based on site visits and identifying possible needs. When the Economic Development Division was eliminated some of the duties were to be filled by the Chamber of Commerce but they have been unable to fill that role at this time.*
- **Meet periodically with auto dealers and other major businesses/employers beginning August 2009.**
STATUS (Dec. 2010): COMPLETE and ONGOING *Staff has met with several auto dealers, numerous developers, and business owners with regards to expansion, development opportunities and vacant buildings.*
- **Include Council Members and the Chamber of Commerce in meeting with representatives from potential businesses and business retention beginning August 2009**
STATUS (Dec. 2010): ONGOING *Initially, council members, staff, and the Chamber made site visits to various businesses. More recently, meeting with business entities has occurred at the City and with the Economic Development Subcommittee.*
- **Assist and educate businesses in reducing costly impacts including false alarm fines and excess parking violations by May 2010**
STATUS (Dec. 2010): COMPLETE *The Fire Department and Police Department are educating local businesses when they do their site visits. In addition, they have developed an Alarm Tip Sheet that is passed out to new businesses when they apply for a business license. This tip sheet provides businesses with valuable information related to fire prevention and fire code requirements for their businesses.*

Continue to promote development efforts in the downtown area that implement existing goals including the addition of residential and office use within walking distance of the core retail area.

Continue to identify and bring forward to Council key properties that provide the potential for the City to leverage or partner with private development review by December 2009

STATUS (Dec 2010): COMPLETE AND ONGOING *Staff continues to bring properties to the Council as candidates for likely purchase, including the property that was ultimately purchased at Juniper and Grand.*

- **Meet with specific developers to encourage the development of higher density residential and office use in the downtown districts beginning February 2010**
STATUS (Dec. 2010): COMPLETE *Staff has met with a number of developers regarding at least three approved but unbuilt projects. Based on these meetings, Lyon Properties should begin construction on the Paramount and Venue projects in the near future.*
- **Monitor property sales to seek additional properties for the expansion of Grape Day Park quarterly beginning in June 2009**
STATUS (Dec. 2010): COMPLETE AND ONGOING *The property at 120 Woodward has been purchased for the ultimate expansion of Grape Day Park. The site is currently being leased until additional properties are acquired. Staff will continue to monitor this area for additional expansion opportunity.*
- **Increase efforts to find additional downtown parking by identifying possible sites for sale beginning immediately**
STATUS (Dec. 2010): COMPLETE AND ONGOING *Staff identified and the City purchased the property at the corner of Juniper and Grand to help provide additional downtown parking that could eventually provide leverage for development. Staff continues to bring additional properties to Council when available.*
- **Work with the DBA to find more effective parking management solutions for the downtown area beginning immediately**
STATUS (Dec. 2010): COMPLETE *Additional changes were made this year to the management of parking in the Downtown area. The number of permits was increased and the length of parking times for some areas was increased. Changes in parking regulations were also made for the holiday season, including free parking and more relaxed enforcement.*

Encourage citizens, employees and outside residents to live and shop in Escondido

- **Review and reinvigorate the Spend It in Escondido campaign by January 2010**
STATUS (Dec. 2010): COMPLETE AND ONGOING *Due to budgetary constraints and staff reductions in the Economic Development Division, the program has not been updated.*

- **Develop a marketing plan utilizing increase use of the Internet/Web by September of 2010.**
***STATUS (Dec. 2010): COMPLETE** The “Escondido Experience” is completed and running, but due to budgetary constraints and staffing reductions there are no longer persons or funds to update the program or create additional Internet marketing.*
- **Develop incentives that encourage employees and first responders to live in Escondido by July 2010**
***STATUS (Dec. 2010): INCOMPLETE.** A multi-departmental committee, including representatives from the Housing Division, was established and has developed a list of policies and incentives to encourage first time responders to live in Escondido.*

Expand efforts to increase high paying jobs and High-tech business

- **Review existing industrial areas to determine potential for business park and incubator type uses by August of 2009**
***STATUS (Dec. 2010): COMPLETE** As part of the General Plan process existing and potential industrial areas were reviewed and recommendations have been made. The old Police headquarters has been approved for business incubator use.*
- **Hold City Council workshop to discuss status of industrial office studies involved in the General Plan Update (August 2010)**
***STATUS (Dec. 2010): COMPLETE** A number of workshops were held by staff and the General Plan Citizens Committee to discuss the status of and potential for additional employment lands.*

Contact Person: Charlie Grimm, Chair

FINANCIAL STABILITY AND EFFICIENCIES IN SERVICE DELIVERY FINAL UPDATE

GOAL: The City Council desires to establish Policy and Practices that will assure the city of meeting its financial responsibilities.

Staff will meet with the Budget Subcommittee starting in January or 2011. Long term financial planning issues including any changes necessary to the City's reserve policy will be discussed.

Review the City's Reserve Policy and Specify Appropriate Uses

- **Assess fiscal risks by February 2011**
Fiscal risk defined as Economic, Cash Flow, Expenditures, General Contingencies, Disasters, State/Local Relationship
STATUS (Dec. 2010): ONGOING *The current reserve policy of 15% of operating revenues remains in effect. After discussions with the Budget Subcommittee, it was decided to combine different reserves into the Economic Uncertainty Reserve. The Capital Improvement Reserve, the Economic Incentive and the Hotel Reserve were combined into the Economic Uncertainty Reserve. This made the Economic Uncertainty Reserve \$24 million dollars which is roughly 35% of operating revenues.*
- **Research reserve policies of regional agencies by December 2009**
STATUS: COMPLETE Ten San Diego County cities responded. Nine of the ten have a policy that sets a goal amount. Minimum reserve goals range from 8% to 40% of revenue.
- **Present findings and staff recommendation to the Budget Subcommittee by December 2009**
STATUS (Dec. 2010): ONGOING *The Economic Uncertainty Reserve was increased from 8 million dollars to 24 million dollars which equates to 35% of operating revenues. The 35% is twice as much as the existing Council policy regarding the Uncertainty Reserve.*
- **Present Budget Subcommittee recommendation to Council in conjunction with 2011/12 Budget.**
STATUS (Dec. 2010): PENDING – *Request change to May 2011.*

Develop Priorities in Long Term Financial Planning

- **Develop criteria for evaluating a two year budget cycle by September 2009**
STATUS (Dec 2010): PENDING – *Given current financial conditions, Staff is updating the 2010/2011 budget to be used for the baseline 2011/2012 budget.*

- **Revise 5 year Capital Improvement Program process by October 2009**
STATUS: PENDING – *Developed a CIP tracking system for implementation in March 2011. In addition, an evaluation of water and wastewater capital projects is reviewing the necessity and feasibility of a bond issue to fund these improvements. Street projects are still funded from State, SANDAG, and local developer funds.*
- **Develop Capital Financing Policy by October 2009**
STATUS (Dec. 2010): PENDING – *A formal policy has not been presented to the Budget Subcommittee, but will be included as part of the FY 2011/12 Capital Budget.*
- **Develop Periodic Reporting Criteria by December 2009**
STATUS: COMPLETE Starting with the 2nd Quarter ended December 31, 2009, a written report was forwarded to the City Council updating major funds of the City. *This will continue 30 to 45 days after each financial quarter.*
- **Present findings to the Budget Subcommittee by December 2009** **STATUS (Dec. 2010): PENDING** – *Request change to June 2011 to be included as part of Capital Improvement Budget presentation.*

Evaluate Pension Costs

- **Cal PERS Education Workshop was held with City Council on May 6, 2009**
STATUS: COMPLETE City Council has used workshop for basis of ongoing labor negotiations.
- **Evaluate regional reform of pension benefits. Regional City Manager Association to offer options. STATUS: COMPLETE** City Council has discussed regional reform of pension benefits.

Develop Policy on Contributing to Non-profit Organizations

- **Survey policies adopted by other regional and statewide agencies by September 2009** **STATUS: COMPLETE** Staff researched a variety of Cities' policies, both state wide and nationally and compiled a list of recommendations for the subcommittee's evaluation.
- **Evaluate % of budget of each agency/event provided by City and develop recommendations related to a % of agency/event annual budget cap – October 2009**
STATUS (Dec. 2010): COMPLETE *Staff worked with Finance Department staff to determine the overall percentage of the budget spent on funding to outside agencies. Staff made a recommendation to the Budget Subcommittee for a formula for the distribution of monies for each agency/event. After discussions on Staff's input, the Subcommittee decided against recommending to the full Council a formula, but to use the traditional method of looking at each agency one by one. At the May 5, 2010, council meeting, Council approved a motion to reduce funding of events/agencies by 20% from the prior year's donation. Funding was eliminated to the Escondido Charitable*

Foundation; approved in-kind service costs for Cruisin' Grand and First Night; and approved direct and in-kind costs for July 4th celebration and Christmas Parade.

- **Modify application criteria by December 2009**
STATUS (Dec 2010): PENDING – *Request change to March 2010. Should be complete after Budget Subcommittee hears recommendations. Application was modified. However, due to limited funding available, applications were not sent out. All groups were contacted to advise them of the dates of Budget Subcommittee and Council meetings when funding would be discussed.*
- **Present findings and staff recommendations to Budget Subcommittee by January 2010**
STATUS (Dec 2010): COMPLETE – *Presented a variety of options. Council opted to not adopt a specific formula for funding. The decision was made to handle funding on an annual basis.*

Invest in Technology

- **Hold periodic Executive Technology Committee meetings for direction, prioritization, and possible funding sources for future technology projects, which will provide more technology to employees who work in the field to improve efficiencies and enhance customer service to the community.**
STATUS (Dec. 2010): COMPLETE and ONGOING *The Executive Technology Committee has met to review technology projects. Direction was received to prioritize projects that streamline efficiencies and provide enhanced customer service/outreach. Streamlining efficiencies include such things as moving toward the San Diego Sheriff's Office (SDSO) Report Management Systems (RMS) for police officer efficiencies and faster communications with Automated Regional Justice Information System (ARJIS); the implementation of the new Content Management System (CMS) which provides staff efficiencies in maintaining and enhancing the City's website; update existing systems/programs to ensure staff has the tools they need to efficiently and cost effectively serve the public. Enhanced customer service includes such things as moving toward more online services; using the City's new web as a better communication tool; investigate increased use of social media to communicate with and engage the public. While this item status is updated to complete, the committee will continue to meet and prioritize new and existing projects based on the goals of streamlining efficiencies and providing enhanced customer services.*
- **Promote Code Enforcement public website by September 30, 2009, that provides information on common code enforcement violations, a Frequently Asked Questions page, and the new online complaint form to streamline the complaint process and provides another e-service to the citizens of Escondido**
STATUS: COMPLETE Referrals to the site are made on an ongoing basis by

clerical, field, and counter staff. The updated Code Enforcement site can be found at the following address: <http://www.ci.escondido.ca.us/depts/cd/code/index.html>

- **Promote Planning Division public website by September 30, 2009, to provide online forms for 37 permits and applications to enhance customer service to citizens STATUS: COMPLETE** Referrals to the site are made on an ongoing basis in response to a phone contact with either the clerical staff or a staff planner. The updated Planning site can be found at the following address: <http://www.ci.escondido.ca.us/depts/cd/planning/applications/index.html>
- **Publicize online crime reporting link to Police Department's webpage by September 30, 2009, to enter non-emergency crime reports into www.escondido.org/police/reports/online.html. This enables officers to address other police work and is more convenient to the community STATUS: COMPLETE** An Escondido Police Department news release announced the new Online Crime Report Program. Referrals to the site are made on an ongoing basis by dispatchers, PD front counter staff, and front counter signage for offenses that meet the online criteria.
- **Evaluate various Content Management Systems (CMS) for the Internet Web Server to manage and control a large, dynamic collection of web material by December 20, 2010 to include data files, image media, audio files, video files, electronic documents, and Web content.**
STATUS (Dec. 2010): COMPLETE Staff has selected a no-cost Content Management System (CMS) called MojoPortal to streamline and modernize web development and presentation. Presentations were given to management, staff, and council. The City's updated website went live on December 2, 2010. The new site will provide City staff tools to engage the public and will serve as a platform for future e-service applications.
- **Contact each front counter division by September 30, 2009, to make them aware of low cost online updates that are available to them through Information Systems staff to provide a more efficient customer service process. Any projects identified will be prioritized and scheduled. STATUS: COMPLETE** Front counter divisions have been made aware of low cost updates available for their WebPages. Where appropriate, these divisions have requested changes to better support the public. Updating the WebPages to better support the public is an ongoing effort for both the front counter divisions and information systems.
- **Expand the use of the Nixle Community Notification System at the Police Department to enable all City departments wishing to contact the public by December 31, 2009 for notification of events and news of public interest. STATUS: COMPLETE** Nixle has been used by Police, Fire, and City Clerk. Department Heads have been contacted regarding the possible uses and availability of this communications tool. The goal of expanding the use of Nixle to other departments and increasing citizen enrollment is being passed onto the Community Outreach Committee. To subscribe, citizens should visit www.nixle.com and select "Register Now."

- **Incorporate information from other departments in the Escondido Public Library Newsletter by September 30, 2009 to advise the public regarding special events or news of public interest. STATUS: COMPLETE** Administrative Coordinators and Department Heads have been contacted regarding the possible uses and availability of this communications tool. The Utilities Department used the Newsletter in December to request citizen participation in a rate and fee study. To subscribe to the Library newsletter, go to www.escondido.org/library/

Contact Person: Gil Rojas, Chair

GENERAL PLAN FINAL UPDATE

GOAL: The City Council desires to update the General Plan to ensure that Escondido's long-range planning document complies with requirements and appropriately reflects the community's vision for the future.

Complete Initial Public Outreach Efforts

- **Publicize update efforts in media (newspaper, TV, internet) by June 2009**
STATUS: COMPLETE Newspaper coverage of the General Plan Update is posted on the General Plan Update page and can be found at the following locations:
<http://www3.signonsandiego.com/stories/2008/dec/19/1mc19eplan233912-general-plan-revision-target-urba/>

http://www.nctimes.com/news/local/escondido/article_c02ab0e2-a49e-te25-a3ba-eae2e6dcc.html

http://www.nctimes.com/news/local/Escondido/article_c95454f7-7711-5a6f-bd31-a6efdfb2201.html
- **Establish a General Plan Update Page on the City's Website by June 2009**
STATUS: COMPLETE The General Plan Update Page was established on the City's website at the following location: <http://www.ci.escondido.ca.us/gp-update/index.html>
- **Conduct 3 "visioning" workshops and prepare summaries by June 2009**
STATUS (Dec. 2010): COMPLETE *Staff made two General Plan presentations to middle school students on January 21 and 27, 2010, and posted input from the meetings online.*

Staff Identification of Issues

- **Complete an inventory of current Quality of Life Standards by June 2009** **STATUS: COMPLETE** A copy of the report has been posted on the General Plan Website at the following location:
http://www.ci.escondido.ca.us/gp-update/Quality_of_Life_Status_Report.pdf
- **Complete draft Goals and Objectives July 2009**
STATUS (Dec. 2010): COMPLETE *A copy of the draft Goals and Objectives has been posted on the General Plan website at the following location:*
<http://www.ci.escondido.ca.us/gp-update/chapters/Introduction.pdf>

- **Complete series of Issue Papers that will explain issues in detail and facilitate public comments and City Council direction by August 2009. STATUS: COMPLETE** Issue Papers relating to Population and Build Out, Quality of Life Standards, and Growth Management have been completed and posted on the General Plan Update page.
- **Identify alternatives for sewage treatment and disposal/re-use options to be included for study in the General Plan Update by September 2009**
STATUS (Dec. 2010): REQUEST CHANGE TO MARCH 2011 *A phased approach is being used to develop these alternatives. The Utilities Division is preparing a Request for Proposal (ROP) for the Wastewater Master Plan. It is anticipated to go out in late 2010 with a contract award in January or February 2011. The Utilities Division is finalizing review of the pilot study results regarding the preferred alternatives and developing recommendations for Council. The report and recommendation to Council are anticipated in the first quarter of 2011 (Refer to utilities Update Section).*

Preparation of the Draft GP Document

- **Complete initial analysis of General Plan alternatives and obtain Council direction on the preferred alternative by February 2009**
STATUS (Dec 2010): COMPLETE *A review of General Plan Alternatives was reviewed by the City Council on September 22, 2010 with the following direction incorporated in the General Plan Update:*
 - 1) *Amending approximately 450 of existing residentially designated properties to employment land uses (Business Park, Office, and Commercial).*
 - 2) *Establishing Specific Plans, Area Plans or other types of "Overlay Districts" on approximately 800 acres of existing employment lands with goals of attracting high-wage employers, intensifying land uses to raise employee densities, improving linkage to transit, upgrading infrastructure, enhancing aesthetics and walk ability, etc., while ensuring compatibility with adjacent residential areas.*
 - 3) *Incentivizing educational institutions, vocational schools, and job training facilities to locate along the East Valley Parkway corridor providing residents opportunities to enhance their personal or professional skills resulting in a higher trained, better educated local labor force.*
 - 4) *Establishing several mixed-use residential nodes with 3,425 new dwelling units that focus compact, attractive, high intensity urban development in close proximity to employment, transit, services, shopping, recreation, and entertainment in walkable, pedestrian-friendly environments designed to reduce vehicle trips.*
- **Identify preliminary staffing and/or consultant/contract planner needs by October 2009.**
STATUS (Dec 2010): COMPLETE *Five consulting firms were interviewed to assist staff in the preparation of the General Plan, Climate Action Plan and Environmental Impact Report. The consulting firm PBS&J has been selected. Contracts and scopes of work formally authorizing their involvement is scheduled for the December 15, 2010 City Council meeting.*

- **Complete Second Draft General Plan Document by August 2010**
STATUS (DEC. 2010): REQUEST CHANGE TO MAY 2011. *The Notice of Preparation (NOP) was issued on July 22, 2010; comments received on the NOP have been used by the selected consultant (PBS&J) to develop the proposed scope of work for the EIR and other consulting services, including planning, market and fiscal analysis. Upon approval of the contract with PBS&J (scheduled for December 15, 2010), the consultant will work with staff to develop the refined land use scenarios and build-out assumptions. The analysis would address the General Plan's ability to assess environmental impacts and meet anticipated demand, which will guide infrastructure planning (streets and utilities) to ensure they are sized appropriately. The requested timeframe will allow preparing the General Plan Housing and Noise Elements as well as the Complete Streets analysis, which are required by state law.*
- **Finalize draft General Plan for study and develop a detailed work program, budget, and execute the remaining portions of the consultant contract by November 2009**
STATUS (Dec 2010): REQUEST CHANGE TO DECEMBER 2010 *Upon approval of the consultant contracts at the December 15, 2010, meeting, and the team can proceed*

Prepare EIR and Technical Studies

- **Complete first Screen check EIR by March 2011**
- **Distribute Draft EIR by June 2011.**
- **Complete Final EIR by September 2011.**

Draft General Plan Revisions

- **Prepare Final General Plan Draft in response to public comments and the Final EIR by November 2011**

Conduct Public Hearings

- **Complete Planning Commission Hearings by January 2012**
- **Complete City Council Hearings by March 2012**

Prepare ballot measure for inclusion on next available regularly scheduled Election

- **Complete Ballot Initiative and submit to the County Clerk by August of 2012**
- **Conduct public information workshops to promote public support of ballot initiatives by November 2012**

Contact Person: Barbara Redlitz, Chair

INFRASTRUCTURE AND PUBLIC FACILITIES FINAL UPDATE

GOAL: The City Council desires to provide Escondido with safe and well maintained facilities to enhance commerce, tourism, recreation and social activities.

Complete an analysis and pricing of maintenance/refurbishment needs at major City facilities

- **Update assessment of refurbishment/renovation needs at major City Facilities by September 2009. STATUS: COMPLETE**

- **Present updated assessment of refurbishment/renovation needs to Council, including cost estimates by October 2009.**
STATUS (Dec 2010): PARTIALLY COMPLETE *Due to budget constraints, this activity was not formally completed. However, in the context of major improvements via a contract with Climatec, many significant improvements are being installed from November to February 2011.*

- **Based on Council input and prioritization, develop a facilities improvement implementation plan by January 2010.**
STATUS (Dec 2010): INCOMPLETE *Due to minimal resources available for implementation this activity was not completed.*

- **Based on Council direction and approval, implement a facilities improvement plan with initial projects underway prior to April 2010**
STATUS (Dec 2010): ONGOING *Climatec Building Control Systems has accepted a contract to install several major improvements including new HVAC at East Valley Community Center and the Joslyn Center. New roofs will be installed at East Valley Community Center and City Hall. Energy Control systems will be installed at several City facilities. Solar Photovoltaic will be installed at Kit Carson Park, East Valley Community Center, Dixon Water Treatment Plant, Police and Fire Headquarters and Fire Station 1.*

Prepare a plan to improve all city streets to baseline standards (curbs, gutters and sidewalks)

- **Complete assessment of current street infrastructure by December 1, 2009.**
STATUS (Dec 2010): ONGOING 20% COMPLETE- REQUEST CHANGE TO DECEMBER 2013 *The City was initially divided geographically into five street zones consisting of four to five sections per zone. The first zone is comprised of the central core of the city - its' roadways have been initially evaluated and the roadway condition data has been placed into the new street paver pavement maintenance software. The core zone's pavement index is now being updated by including the rehabilitation work just completed. The implementation of the new software coupled with reductions in staffing*

and increases in storm water compliance requirements, has delayed the completion of the assessment of current street infrastructure. With the current staffing and workload, it will take approximately three more years to complete the initial evaluations.

- **Prepare cost analysis to improve streets to baseline standards by February 1, 2010**
STATUS (Dec 2010): ONGOING *Unable to begin the total cost analysis until all roads have been evaluated and data placed into Street Saver Program.*
- **Present a report to Council in March 2010 and incorporate Council direction into development of the Capital Improvement Program budget for 2010-2011**
STATUS (Dec 2010): ONGOING *Due to special funding and excellent construction bids, during the past year approximately 7% of the roadways were repaired with street maintenance or capital improvement projects. The majority of the available capital improvement funds are targeted for the next few years to major roadway projects such as Nordahl Bridge Replacement, Citracado Parkway and East Valley Parkway. Capital funds available for major contract maintenance should still be able to repair approximately 3 to 5% of our city roads each year, not including in-house maintenance efforts by our Community Services Street Division.*

Establish the plan for a new public library based on the quality of life standards of the new General Plan

- **In conjunction with the Library Board of Trustees and the Escondido Library Endowment Foundation, hire an architect to upgrade the building program and integrate “green design” standards by June 2009** **STATUS: COMPLETE** *Architect firm has been hired by Trustees and ELEF to revise and renew the vision for the new library. Staff is in the process of developing proposed revisions to the Quality of Life Standards for the library, and the “space requirements” in the Building Programs have been updated to conform with proposed revisions, with the assistance of Richard Hall, building consultant at the State Library.*
- **Conduct a workshop with City Council and Library Board of Trustees reviewing the work of the architect and providing response for possible adjustments to the Quality of Life Standards of the General Plan by October 2009.** **STATUS: IN PROGRESS – REQUEST CHANGE TO JANUARY 2010** *A workshop was held in October 2009 with community stakeholders, the Library Board, the Library Foundation, and staff to present the renewed vision and obtain feedback. A workshop with Council is planned for Spring 2010. At that time, Council will hear an evaluation of location, scope and financing options.*
- **Evaluate location, scope and financing options for a new public library by March 2010**
STATUS (Dec 2010): COMPLETE *A workshop with Council was held in February 2010 and a concept for a phased approach to development of a new, modern, state-of-the-art main library for Escondido was approved. Council approved \$200,000 in Capital Improvement Program (CIP) funding in June 2010 to move forward with additional feasibility studies.*

- **Based on workshop direction, present to the City Council recommendations for location, scope and financing options for a new public library by April 2010**
STATUS (Dec 2010): ONGOING – REQUEST CHANGE TO MAY 2011 *Architects have been interviewed and will be selected by early December 2010. Scope of work includes preparing a conceptual plan for the phased library concept with completion of the recommendations expected by May 2011.*

Contact Person: Jerry VanLeeuwen, Chair

UTILITIES FINAL UPDATE

GOAL: The City Council desires to ensure a reliable water supply, provide effective wastewater service, and provide for a storm water system that meets public needs and regulatory requirements

Complete updated master plans for both water and wastewater and implement a repair replacement plan for utilities infrastructure

- **Update the Water Master Plan by the end of FY 2011**
STATUS (Dec. 2010): ONGOING Bid proposals received, Notice To Proceed by December 2010
- **Update the Wastewater Master Plan by the end of FY 2012**
STATUS (Dec. 2010): ONGOING Request For Proposal going out in late 2010 with a contract to be awarded in January or February 2011
- **Based on Council input and prioritization, budget for and implement sewer, water, and storm water infrastructure repair, replacement, and expansion over the next four years.**
STATUS (Dec. 2010): ONGOING Reed Reservoir is under construction, project completion expected by early 2012. Alexander Waterline Phase II is expected to be completed in the first quarter of 2011. Sewer pump station #4 renovation is under construction, expected completion date is July 2011. Cemetery Area waterline is in final design stage.
- **Design and construct the expansion and repair of the influent pump station at HARRF by the end of FY 2012**
STATUS (Dec. 2010): ONGOING Design contract awarded to PBS&J, options for the upgrade are being evaluated by the design contractors in conjunction with City staff. Design complete by October 2011, construction completion estimated for spring 2013.
- **Design and construct a new dam at Lake Wohlford; seek grant funding for this project by the end of 2014**
STATUS (Dec. 2010): ONGOING Lobbyists are working with Senator Bilbray's office to include this as one of the top priorities on the Senator's list for Water Resources Development Act project funding. We also have a chance at State funding through the Integrated Regional Water Management process; these grant applications are due in April 2011. Geotechnical work on the new dam site is completed; options for Council decision in early 2011.

Develop a comprehensive solution for the HARRF capacity challenge

- **Develop preferred alternatives for consideration by Council by end of FY 2010**
STATUS (Dec. 2010): ONGOING *We are finalizing our review of the pilot study results and developing our recommendation for Council. We expect a report and recommendation to Council in the first quarter of 2011.*
- **Develop implementation and financing plans for the selected alternative(s) by end of FY 2011; seek grant funding where appropriate**
STATUS (Dec. 2010): ONGOING *Grant funding being sought where available; financing plan is being developed as part of the rate study. Completion of the rate study expected by January 2011.*
- **Design and construct selected alternative(s) by end of FY 2014**
STATUS (Dec. 2010): ONGOING *Alternatives being developed for Council discussion. This is a stepwise process that requires several studies to complete. We will be reporting to Council as those studies are completed and next steps are being evaluated. The first study results and recommendations will go to council in the first quarter of 2011.*

Develop and implement a Long Range Water Resources Plan

- **Develop local water:**
 - **Actively participate in and bring to fruition the Settlement Agreement with Vista Irrigation District, the five Indian Bands, and the Department of the Interior**
STATUS (Dec. 2010) ONGOING *Work continues with Vista Irrigation District and the Bands. The City and VID are pursuing a conduit exemption which would limit the FERC license to the Bear Valley Powerhouse and penstock. Other details of the settlement agreement are still in negotiation.*
 - **Explore and begin implementation of reclaimed water alternatives that enhance the local water supply and decrease dependence on imported water by June 2011**
STATUS (Dec. 2010): ONGOING *Pilot projects for tertiary filters, microfiltration and reverse osmosis are completed. Alternatives are being evaluated for Membrane Bio Reactor (MBR) treatment in order to produce higher quality recycled water that will allow for broader use of that product. In addition, we are working with the WaterReuse Association to encourage reform in regulations concerning the use and requirements for reclaimed water.*
- **Increase focus on water conservation, drought tolerant landscaping, and public education about water resources**
STATUS (Dec. 2010): ONGOING *The Water Conservation staff has completed the following through September 2010:*
 - *Visited 300 students at summer camp*
 - *Visited 21 elementary school classrooms*
 - *Participated in 7 public, employee and neighborhood events*

All of the above were focused on sharing information and resources with our customers and residents about the whys and hows of water conservation along with other water-related topics.

In September, a flier in the water bill informed customers about free on-site water use/landscape irrigation reviews that the City of Escondido makes available, and about classes offered for more in-depth learning opportunities.

- **Coordinate regional and statewide initiatives that will ensure the reliability of the imported water supply**
STATUS (Dec. 2010): ONGOING Working in coordination with the San Diego County Water Authority on the Urban Water Management Plan; working with other North County water agencies on a region-wide plan for use, storage and distribution of reclaimed water.

Develop a financing plan to ensure adequate reserves and funding for reliable water, wastewater and storm water services

- **Conduct a new rate study by the end of FY2010; include a study of the current billing system and consider automated meter reading; obtain Council approval to move forward with the recommendations in the rate study.** STATUS: Rate study is nearing completion.
STATUS (Dec. 2010): ONGOING Council rate hearing set for January 12, 2011.
- **Secure bond financing as needed for Utilities projects**
STATUS (Dec. 2010): ON HOLD No increased bond financing needed until 2012.
- **Secure grant funding and stimulus funding as available to support Utilities projects**
STATUS (Dec.2010): ONGOING Received \$5.7M for the Alexander Waterline Phase II project; Tentatively received \$1.5M in grant funding for the North County Recycled Water project (a cooperative of North County agencies); funding for Wohlford Dam at both the State and Federal levels still being sought; working with the Escondido Creek Conservancy on grant funding for projects to improve water quality in the creek.

Ensure environmental stewardship through regulatory compliance and a regional approach to water, wastewater, and storm water issues

- **Maintain open communication with regulators including the Regional Water Quality Control Board and the Air Pollution Control District** STATUS: Adoption of the reclaimed water permit in July, 2010;
STATUS (Dec. 2010): ONGOING Adoption of the National Pollutant Discharge Elimination System permit for secondary treated effluent discharge to the Ocean, September 2010; still awaiting Regional Water Quality Control Board (RWQCB) action on the wet weather discharge permit; keeping RWQCB staff apprised of pilot study results, inflow and infiltration improvements, and plans for capacity improvements; received approval from APCD to proceed with the SCG demonstration project for renewal of waste methane.

- **Nurture relationships with environmental groups such as Baykeeper/Surfrider, ECWA, the Escondido Creek Conservancy, and the Friends of Daley Ranch**
***STATUS (Dec. 2010): ONGOING** Working with Escondido Creek Watershed Alliance (ECWA) and the Escondido Creek Conservancy to obtain grant funding and improve water quality throughout the watershed. We also have ongoing relations with Baykeeper/Surfrider as we go through projects and permit renewals. Our Lake Rangers work closely with the Friends of Daley Ranch on various activities at the ranch.*
- **Actively participate in the regional storm water groups, addressing watershed issues**
***STATUS (Dec. 2010): ONGOING** Escondido participated in the Carlsbad and San Dieguito Watershed Urban Runoff Management Plan (WURMP) groups, as well as the Watershed Leads group to consider and implement strategies focused on eliminating or reducing pollutants of concern in our watersheds. Activities to improve water quality in these watershed areas include collaborative program planning, water quality monitoring and assessment, increased inspections of facilities identified as likely sources for key pollutants, streambed restoration to prevent erosion/sedimentation, collaborative grant-funded projects such as over-irrigation prevention, land acquisitions, and education and outreach. The watershed groups are working to develop and implement total maximum daily loads (TMDLs), which are orders issued by the Regional Board to establish numeric effluent limits for high-priority pollutants of concern.*
- **Maintain compliance with all permits and provide an outstanding industrial waste pre-treatment program to protect the wastewater infrastructure and the environment**
***STATUS (Dec. 2010): ONGOING** 100% compliance with permits last year with the exception of manganese limits in the reclaimed water. We were successful in getting the limit changed to reflect manganese levels in local and imported water – we are now in compliance. Industrial Waste program continues to be effective and is working closely with business and industry to ensure compliance with industrial discharge limits.*

Contact Person: Lori Vereker, Chair

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No.: 2010-179 File No.: PHG 09-0020
 2010-180 PHG 10-0016
 2010-181

Ord No.: _____

Agenda Item No.: 11
Date: December 15, 2010

TO: Honorable Mayor and Members of the City Council
FROM: Barbara Redlitz, Director of Community Development
SUBJECT: General Plan Update and Climate Action Plan
 (Case No. PHG 09-0020, PHG 10-0016)

RECOMMENDATION:

It is requested that the City Council 1) Adopt Resolutions 2010-179, 2010-180, and 2010-181 approving three (3) consultant contracts and scopes of services involved in the preparation of General Plan technical studies, Climate Action Plan, and Environmental Impact Report (EIR) with the consulting firm PBS&J totaling \$899,302.00; 2) Gather additional input from the Downtown Business Association regarding the current downtown Valley Parkway / Second Avenue one-way couplet configuration for evaluation in the proposed General Plan Update; and, 3) Amend the city's General Plan Boundaries for evaluation in the proposed General Plan Update by adjusting territory in targeted outlying areas.

FISCAL ANALYSIS:

A total of \$854,710.00 remains available in the city's Capital Account for the General Plan Update for Fiscal Years 2010-2011, which is sufficient to complete the bulk of the proposed work effort. Expenses to date have been for one staff position that includes the salary of the staff Project Manager and minor, incidental expenses. Funds from this account are also earmarked for the consultant's General Plan and EIR assistance.

A total of \$170,000 was also received through the federal Energy Efficiency and Conservation Block Grant (EECBG) Program for preparing the city's Climate Action Plan that allows \$15,455.00 for staff project management.

The three contracts totaling \$899,302.00 are proposed with the consulting firm PBS&J to conduct the following services:

- 1) A contract totaling \$199,628.00 would finance planning services technical studies including preparing the General Plan Housing, Noise Elements and Complete Streets analysis, which are required by state law. Consultant services would also be retained for a market and fiscal analysis to evaluate the proposed General Plan buildout assumptions. The analysis would address the General Plan's ability to assess environmental impacts and meet anticipated demand, which will guide infrastructure planning (streets and utilities) to ensure they are sized appropriately.
- 2) A fixed fee contract not to exceed \$152,690.00 would finance the city's Climate Action Plan (CAP) which would include a local Green House Gas (GHG) Emissions Inventory and contain policies appropriate for Escondido that promotes sustainability and reduces greenhouse gas emissions in concert with Assembly Bill 32. A separate contract is recommended for this project because the EECBG federal funding requires exclusive auditing.

- 3) A contract totaling \$546,984.00 (includes a \$65,000 contingency) would finance most of the preparation of the General Plan Program EIR that includes technical studies for air quality, noise and traffic, evaluation of the updated General Plan, the Interim Downtown Specific Plan (previously updated) and Climate Action Plan.

Funding for the contracts is available to complete the planning services and Climate Action Plan (Items 1 and 2 above). Opportunities are also being evaluated to utilize Housing Division funds to finance a larger portion of the Housing Element preparation, which would be subject to a future budget adjustment. Funding for the General Plan EIR contract (Item 3 above) would be sufficient to complete the first screen check edition by the end of the fiscal year (June 2011). Funds to finish the EIR (approximately \$100,000) would be requested during the 2011-2012 FY Budget Process.

ENVIRONMENTAL REVIEW:

Staff issued a Notice of Preparation (NOP) on July 26, 2010, informing agencies, organizations and individuals of the city's intent to prepare a Program Environmental Impact Report (EIR). The NOP allowed 30 days for the views of interested parties to be submitted regarding topics for the City to be evaluated in the EIR. The consultants will assist staff in the EIR's evaluation of up to five (5) General Plan alternatives. Included will be a "Preferred Alternative" and a "No Project Alternative" as required by the California Environmental Quality Act (CEQA). A "Program EIR" to assess the General Plan Update is considered the most appropriate document for analysis as it will be able to comprehensively examine the series of actions characterized by the build-out of the General Plan and provide the framework to streamline subsequent CEQA analyses for future development.

GENERAL PLAN ANALYSIS:

State Law requires General Plans to be updated periodically. The State's Office of Planning and Research (OPR) monitors the status of General Plans and begins to encourage cities to update their plans after 8 years. The updated General Plan will meet current legal requirements, establish a framework for implementing the community's Vision for 2050, and address the City Council's Action Plan requirements.

The Housing Element has a separate, specific, update schedule. The next required update has been extended to January 2013 so it can be coordinated with other Regional Planning efforts. The required Housing Element Update will be coordinated with the remainder of the General Plan Update to ensure they are ultimately consistent.

The Climate Action Plan will provide appropriate measures for reducing GHG emissions improving the health and safety of the community, consistent with General Plan goals and policies. The primary GHG contributors are auto and vehicle emissions which have a direct bearing on the manner in which residents travel between land uses. To the extent land uses can be arranged to minimize vehicle trips, and General Plan policies can be implemented that promote alternative transportation modes, positive air quality impacts can be attained.

CONSULTANT SELECTION:

Staff interviewed five consulting firms and has selected PBS&J to conduct the work. PBS&J has extensive knowledge and experience in preparing General Plans, EIRs and Climate Action Plans. The consultant understands the City Council's direction to place the General Plan on the November 2012 ballot and is committed to meeting the necessary deadlines to accomplish that objective.

PREVIOUS ACTION:

Input from the 15-member General Plan Issues Committee, as well as residents at community workshops and forums expressed desire to improve Escondido's jobs-housing balance, retain quality of life standards, enhance community aesthetics, and maintain the character of established single family neighborhoods, while allowing development to occur at existing residential densities. The City Council considered these recommendations on September 22, 2010, and directed staff to:

- 1) Evaluate the most desirable and feasible growth opportunities for accommodating anticipated population increases and creating and/or enhancing employment lands.
- 2) Refine/update several of the Quality of Life Standards;
- 3) Edit the General Plan text as necessary to update, address legal requirements, and reflect the General Plan Issues Committee's and residents' recommendations;
- 4) Develop at least three, Alternative Land Use Maps for Council and public review;
- 5) Evaluate the appropriateness of converting the Second Avenue / Valley Parkway one-way couplet back to accommodate two-way traffic;
- 6) Schedule Council General Plan Updates on a regular basis, and assemble the Issues Committee as directed by the Council to address specific issues as they develop; and
- 7) Continue to post information and solicit public input on a regular basis.

The General Plan update includes fifteen (15) Land Use Study Areas that are focused in the urban core and along transportation corridors where opportunity exists to enhance employment and residential mixed-use opportunities (see Exhibit 1). These employment land use study areas involve:

- 1) Amending approximately 450 acres of existing residentially designated properties to employment land uses (Business Park, Office, and Commercial). Note: Re-designating these residential properties to employment land will reduce approximately 1,400 dwelling units from the city's current General Plan built-out.
- 2) Establishing Specific Plans, Area Plans or other types of "Overlay Districts" on approximately 800 acres of existing employment lands with goals of attracting high-wage employers, intensifying land uses to raise employee densities, improving linkage to transit, upgrading infrastructure, enhancing aesthetics and walkability, etc., while ensuring compatibility with adjacent residential areas.
- 3) Incentivizing educational institutions, vocational schools, and job training facilities to locate along the East Valley Parkway corridor providing residents opportunities to enhance their personal or professional skills resulting in a higher trained, better educated local labor force.
- 4) Establishing mixed-use residential nodes that focus compact, attractive, high intensity urban development in close proximity to employment, transit, services, shopping, recreation, and entertainment in walkable, pedestrian-friendly environments designed to reduce vehicle trips. These mixed-use nodes would be:
 - a. Downtown (SG-1);
 - b. East Valley Parkway at Ash Street (SG-3);
 - c. S. Escondido Boulevard at Felicita Avenue (SG-5);
 - d. Centre City Parkway at Citracado Parkway (SG-6);
 - e. Ninth Avenue at Del Dios Highway (EL-9);
 - f. West side of Centre City Parkway between 2nd and 13th Avenues (EL-4);
 - g. Westfield Shoppingtown (SG-7); and,
 - h. East of I-15, south of Hwy. 78 in concert with a regional sports facility (EL-3).

Staff will work with the EIR consultant to identify reasonable land use alternatives that include all 15 study areas in their analyses. Variations in the land use build-out scenarios will be in building intensities, the range of mixed use, and residential densities associated with each scenario ranging from 1,550 to 4,025 net additional residential units to the General Plan's current build-out projection of 63,100 units, which may be further refined to accommodate anticipated development in the proposed "Ball Park District."

TRAFFIC CIRCULATION:

The General Plan EIR will also assess Escondido's Circulation Element in relation to the proposed land use study areas described above. A "Complete Streets" analysis is required by new legislation that evaluates opportunities for incorporating and improving alternative transportation modes that reduce reliance on the automobile and can be used as a means for improving air quality as part of the AB 32 carbon emission mandates. The analysis will also include the extension of light rail from the existing West Valley Parkway transit station to Westfield Shoppingtown pursuant to NCTD's master plan. Policies will be included in the General Plan that monitor and coordinate high speed rail efforts, as well as refine policies to identify appropriate land uses around the high speed rail station proposed in Escondido.

SECOND AVENUE & WEST VALLEY PARKWAY COUPLET:

City Council directed staff to evaluate the appropriateness of returning the one-way Second Avenue / West Valley Parkway couplet back to two-way traffic (see Exhibit 2) as a means for providing a more pedestrian-friendly downtown and slowing traffic through downtown. At the Council's direction, staff conducted an internal analysis that identified anticipated intersection improvements, probable land acquisitions, necessary signal modifications, and estimated costs associated with the reconfiguration prior to expending consultant funds.

Staff met with representatives of the Downtown Business Association (DBA) to discuss the couplet reconfiguration on December 6, 2010. The DBA acknowledged staff's findings and concurred that additional input from the DBA Board of Directors is warranted. A tentative meeting is proposed in January 2011. Staff's discussion with the DBA regarding the Second Avenue / West Valley Parkway couplet included:

On-Street Parking Elimination:

The existing couplet primarily incorporates three travel lanes in each direction with parking on both sides. Facilitating four lanes (two in each direction) would require removing parking from one side of the street. Consideration was given to maintaining three lanes of traffic involving a single east and west bound traffic lane with a center turning lane in order to preserve current parking. However, traffic volumes cannot support this configuration without significantly degrading the level of service.

Intersection Widening Implications

At every intersection a left turn lane will need to be installed, which will eliminate parking on both sides of the street. Because the city's blocks are relatively short through downtown, street parking may have to be eliminated along the entire length of both sides of the street in order to accommodate adequate vehicle queuing in the left turn lanes. Double left turn lanes would be warranted in certain high-traffic volume areas (such as Escondido Boulevard, Broadway, etc.). In these situations additional right-of-way would need to be acquired in order to accommodate the intersection widening.

Traffic Signal Modification

The 14 existing traffic signals in the couplet address traffic approaching from three directions. Creating two-way traffic on Valley Parkway and Second Avenue will require significant modifications to the existing signals to accommodate currently non-existent opposing traffic, and potentially require additional signals on Grand Avenue to address increased traffic movements. The current signal arms are not engineered to accommodate the longer and heavier span needed to support new signals, requiring every traffic signal to be redesigned and replaced. Discussion included replacing traffic signals with stop signs to slow vehicles through downtown; however the traffic volumes are too high to support this approach.

Surrounding Street Traffic

The overall reduced number of lanes and increased left turn movements would result in significantly reduced traffic capacity and increased traffic congestion. A reason for installing the one-way couplet was to facilitate connection with eastern portions of the community along with shopping and services along East Valley Parkway. Reconfiguring the couplet would make travel to east Escondido less convenient and may redistribute traffic to outlying areas as motorists seek alternatives to avoid congestion.

Anticipated Costs

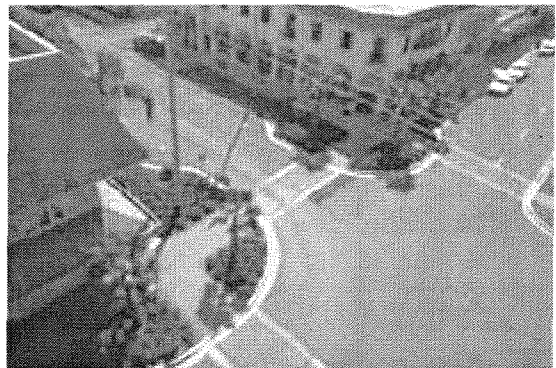
A detailed cost estimate of reconfiguring was not conducted. However redesigning and replacing 14 existing street signals are estimated to cost approximately \$4,500,000. Additional costs estimated to be between \$10-20 million would be associated with realigning the Valley Parkway/Second Avenue couplet "split" near I-15 as well as near Palomar Hospital, installing additional signals at intersections to accommodate increased traffic on Grand Avenue, acquiring additional right-of-way for turning movements, performing/modifying underground utility and drainage improvements, re-striping travel lanes, installing signage, repositioning loop detectors, etc.

Construction Phasing/Timing

The nature of reconfiguring the Second Avenue / Valley Parkway couplet to two-way travel does not lend itself to be a phased project that should be completed over a multi-year time frame. In order to minimize motorist confusion and accidents, minimize impacts to adjacent properties and downtown, the reconfiguration process would need to be constructed in a relatively short period of time. This would require a financial commitment from the city for significant funding that could impact the timing of other capital improvement projects in the community.

Opportunities for Improving Pedestrian Orientation and Slowing Traffic

"Traffic calming" opportunities are available for improving the couplet's pedestrian orientation and slowing traffic without reconfiguring the existing design. One alternative is to modify the traffic signal timing to slow vehicles along the thoroughfares. This could be implemented fairly quickly at minimal expense and could be done on a trial basis. Another alternative is to "bulb" out the sidewalks at intersections in order to reduce the distance pedestrians must walk to cross the street (see photo). This feature has been incorporated along Grand Avenue to enhance the pedestrian experience.





A third alternative is to bulge out the sidewalks in mid-block areas and install landscaping to further enhance downtown's walkability and appeal (see photo). While this would reduce street parking (which would be eliminated if the couplet was reconfigured to two-way traffic) it would preserve some street parking, provide a more pedestrian-friendly walking experience and slow traffic along these streets by further separating pedestrians from vehicles. Staff will investigate these and other alternatives for discussion with the DBA prior to reporting back to City Council. Further analysis of

the couplet is included in the Planning Services Technical Studies contract at a cost of \$12,042.00.

AMENDING GENERAL PLAN BOUNDARIES:

Updating a community's General Plan includes evaluating its boundaries to ensure their appropriateness. Escondido's General Plan boundaries have not changed for over 30 years; conditions and circumstances necessitate re-evaluating the current area to ensure they best meet the city's needs (see Exhibit 3). General Plan boundaries typically include unincorporated territory that bear relation to a community or include factors that, if developed, could impact the community. General Plan boundaries are also defined as a community's "blueprint for development" and should not overlap into an adjacent incorporated city's territory or sphere of influence (as described below), where jurisdictional authority would never apply.

General Plans include an assessment of the community's needs, which has fiscal implications when considering Quality of Life thresholds and associated impact fees. The city's ability to plan and finance facilities and infrastructure can be problematic and costly when attempting to address the needs of remote areas in the General Plan boundary containing non-conforming development. The financial obligation for planning and providing service to areas that will not likely annex (particularly police, fire, water and sewer) may not warrant their inclusion in the General Plan when considering where the city should prioritize its resources.

Escondido's General Plan in many locations extends beyond the city's sphere of influence, which is area that can be annexed to the city authorized by the Local Agency Formation Commission (LAFCO). The city may desire expanding its sphere of influence in certain areas to match the General Plan boundary (which would be a separate action approved by LAFCO). However, staff recommends reducing the General Plan boundary in certain areas that are outside Escondido's sphere of influence where annexation is unlikely to occur because of the territory's remoteness, or its location within another jurisdiction.

Del Dios Community; approximately 1,000 acres (Area 1)

This area is outside Escondido's Sphere of Influence and well-distanced from the city with numerous properties containing non-conforming development. There are septic and drainage issues with properties adjacent to Lake Hodges as well as substandard deteriorating streets and utilities that require upgrading. Staff recommends deleting this area from the city's General Plan boundary because the likelihood of annexation is remote and would be a financial impact for the city. Deleting this area from the Escondido's General Plan eliminates the need for addressing Quality of Life thresholds, but still preserve the low intensity development of the County's General Plan.

Areas within Other Jurisdictions or Spheres of Influence; approximately 250 acres (Areas 2)

Areas in Escondido's General Plan boundary that are within San Diego's city limits and San Marcos's sphere of influence are recommended for removing from Escondido's General Plan. These areas have been, or will be, annexed into adjacent jurisdictions and are not appropriate for including in the General Plan because Escondido will never retain land use authority. Deleting these areas from Escondido's General Plan would still preserve the development intensity called for in each jurisdiction's respective General Plans.

General Plan / Sphere of Influence Coterminous Alignment; approximately 80 acres (Area 3)

Escondido's sphere of influence extends beyond the city's General Plan boundary northwest of the I-15 / Deer Springs Road interchange. Staff recommends expanding the General Plan boundary to be coterminous with the sphere of influence boundaries because the properties are eligible for annexing to the city and it would facilitate land use, facility, and infrastructure planning.

CITY / COUNTY GENERAL PLAN UPDATE EFFORTS

City staff met with the San Diego County Planning Department staff to discuss certain land use inconsistencies between Escondido and surrounding unincorporated properties (Citrus Avenue and I-15 corridor areas). The county recognized the inconsistencies and noted that Escondido's land use designations would apply upon annexation. The city's General Plan EIR "No Project" alternative will assess the County's land use designations in its analysis.

CLIMATE ACTION PLAN:

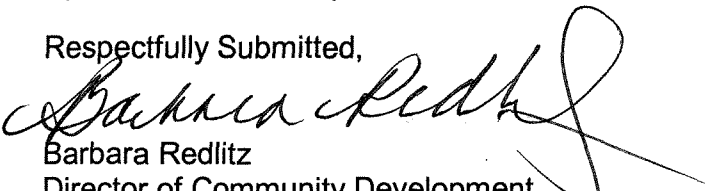
Assembly Bill 32 was passed by the state legislature in 2006 mandating that California cut its green house gas emissions to 1990 levels by 2020, and 80 percent below 1990 levels by 2050. An initial step involves each jurisdiction preparing a local Green House Gas Emissions Inventory that identifies and documents major sources of emissions affecting climate change within its boundaries. Results of that inventory will be the foundation for establishing a Climate Action Plan that will guide Escondido toward achieving its GHG reductions goals.

The City has partnered with ICLEI, Local Governments for Sustainability and The San Diego Foundation to prepare Escondido's Greenhouse Gas Emission Inventory at no cost to the City with funds provided by a federal grant. ICLEI and The San Diego Foundation have prepared such inventories for every jurisdiction in San Diego County which has saved considerable funds. PBS&J will refine information from the inventory to prepare the Climate Action Plan, which will contain policies appropriate for Escondido that promotes sustainability and reduce greenhouse gas emissions.

NEXT STEPS IN THE PROCESS:

Staff has reviewed and refined the consultant's scopes of services for the preparation of the General Plan, Climate Action Plan, and EIR to ensure their appropriateness. Upon approval, the consultants will commence analysis and associated technical studies to prepare the documents. Environmental impacts and proposed mitigation measures will be considered concurrently to provide the City Council with as much information as possible in making a decision regarding the General Plan Update in time for the public's vote on the November 2012 election.

Respectfully Submitted,


Barbara Redlitz
Director of Community Development



Jay Petrek
Principal Planner

Exhibit 1

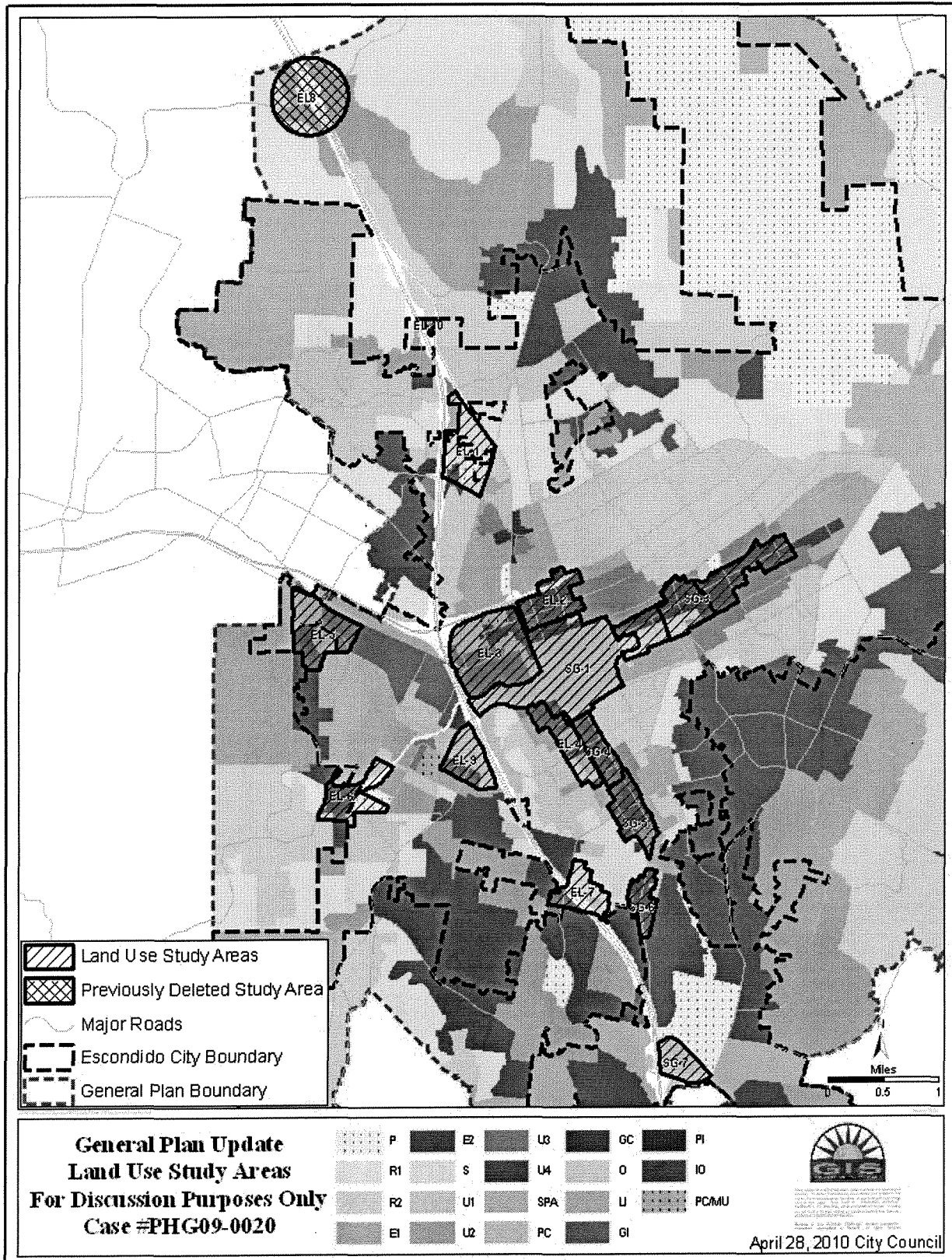
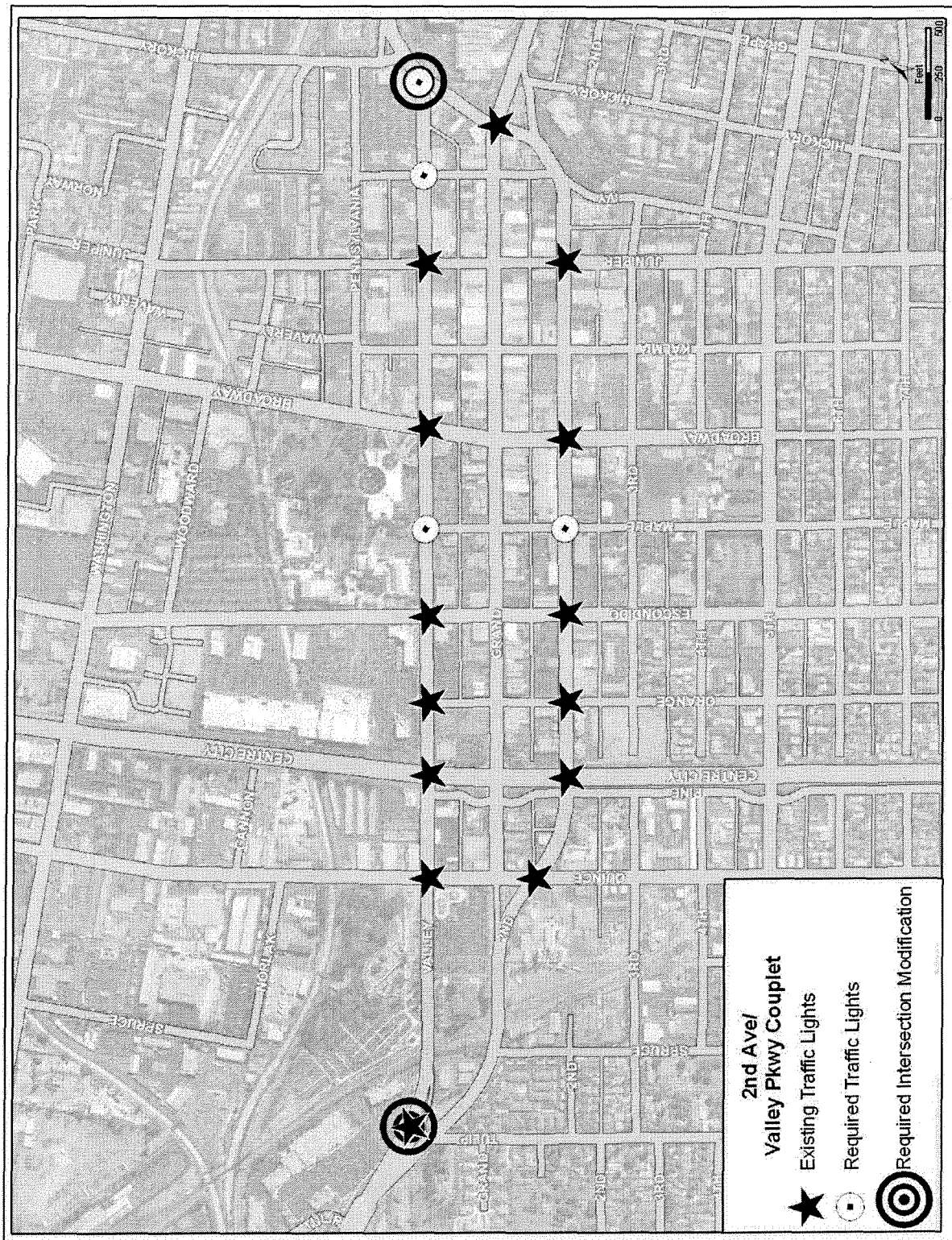


Exhibit 2



RESOLUTION NO. 2010-179

11.a.

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE, ON BEHALF OF THE
CITY, A CONSULTING AGREEMENT WITH
PBS&J FOR THE PREPARATION OF
GENERAL PLAN UPDATE TECHNICAL
STUDIES

WHEREAS, the City desires to have the General Plan updated; and

WHEREAS, technical planning studies, including General Plan Housing, Noise Elements, and Complete Streets analysis, are necessary to prepare portions of the General Plan; and

WHEREAS, PBS&J has the personnel and expertise to perform the required planning services; and

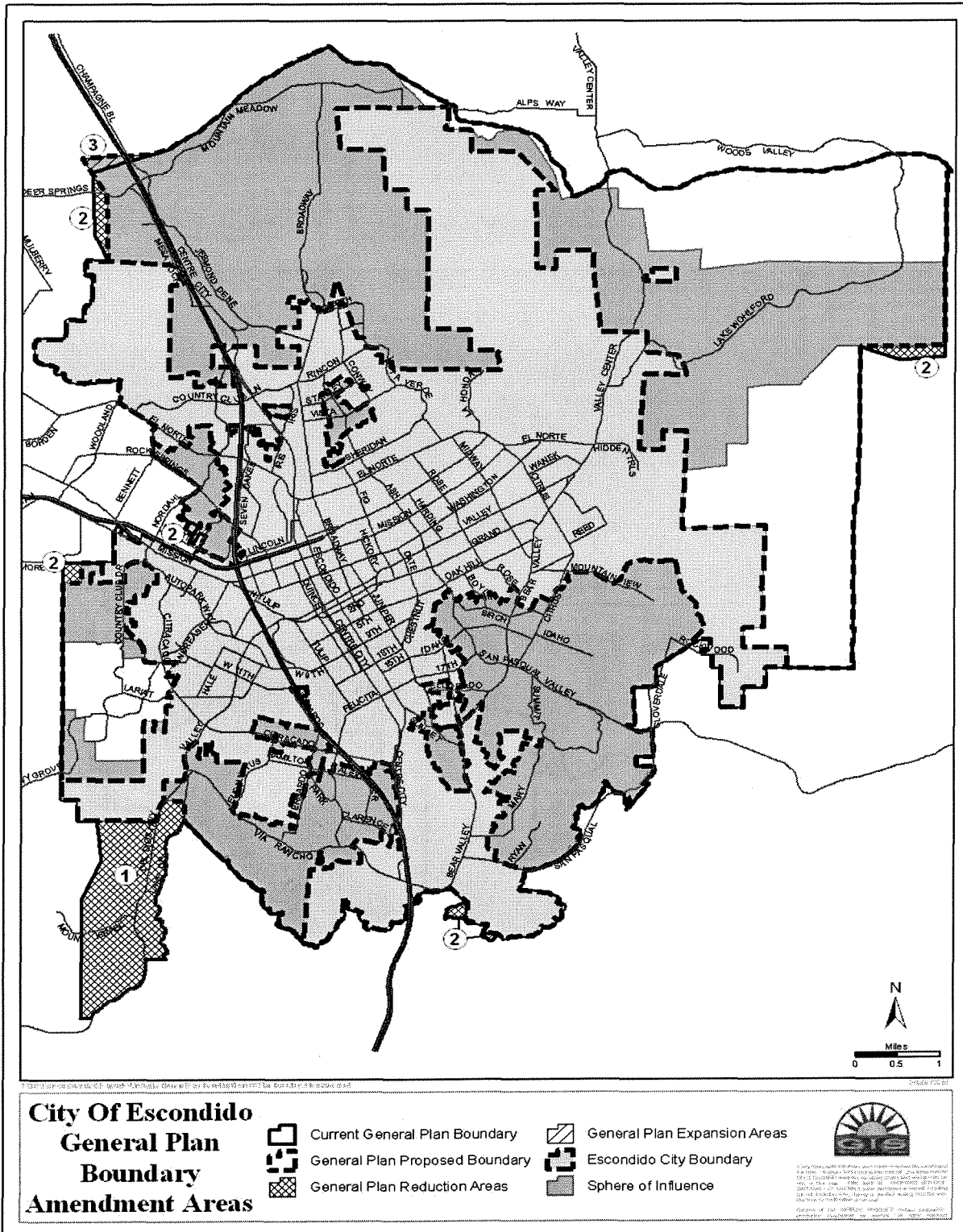
WHEREAS, City of Escondido staff have completed negotiations with PBS&J for planning services and the Director of Community Development recommends that the Consulting Agreement ("Agreement") be approved; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$199,628.







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 City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with PBS&J. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.

Exhibit 3



**City of Escondido
 General Plan
 Boundary
 Amendment Areas**

-  Current General Plan Boundary
-  General Plan Proposed Boundary
-  General Plan Reduction Areas
-  General Plan Expansion Areas
-  Escondido City Boundary
-  Sphere of Influence



City of Escondido, 2010. All rights reserved. This document is a public document. It is intended for public use and is not to be construed as an offer of any financial product or service. The City of Escondido is not responsible for any errors or omissions in this document. The City of Escondido is not responsible for any actions taken based on this document. The City of Escondido is not responsible for any damages, including consequential damages, arising from the use of this document. The City of Escondido is not responsible for any actions taken based on this document. The City of Escondido is not responsible for any damages, including consequential damages, arising from the use of this document.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this 15th day of December 2010.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Jay Petrek, Principal Planner
760-839-4556
("CITY")

And: PBS&J
9275 Sky Park Court, Suite 200
San Diego, CA 92123-4386
Attn: Kim Howlett
858-514-1018
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to conduct technical studies for the General Plan Update including preparation of a Housing Element, Complete Streets Analysis, Land Use Planning Alternatives; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference. Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this contract, Consultant shall perform its services to the standard of care of a reasonable consultant that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant.

2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$199,628.00. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.
3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY, which consent shall not be unreasonably withheld. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000 per occurrence and in the aggregate.

- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) 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.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- c. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (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. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including reasonable attorneys' fees, for any of the following:
 - a. Any claim of liability arising out of the negligent acts or any omissions of CONSULTANT in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.

10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by the parties because of previous failure to insist upon strict performance, nor will any provision be waived by the parties because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement.

CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Signature

Barbara J. Redlitz, Director of Community Development

PBS&J

Date: _____

Signature

Kim Howlett, Associate Vice President

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Clay Phillips
City Manager

Kim Howlett

Date: _____

(Consultant signature)

Associate Vice President, PBS&J

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Marsha Whalen
City Clerk

Kim Howlett

Date: _____

(Consultant signature)

Associate Vice President, PBS&J

APPROVED AS TO FORM:

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

By: _____

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

ATTACHMENT A

PBS&J SCOPE OF WORK for the CITY OF ESCONDIDO GENERAL PLAN UPDATE GENERAL PLAN TASKS

1.0 PROJECT KICK-OFF

1.1 Kick-off Meeting and Field Reconnaissance

At the outset of the project, PBS&J will attend a project kick-off meeting and participate in a field reconnaissance of the City of Escondido. The latter will be undertaken in order to orient the PBS&J planning and environmental team with regard to the existing land uses and general character of the City of Escondido, as well as the focus planning areas. The tasks are as follows.

1. Prepare for a project kick-off meeting to discuss the project and its various components, key issues, schedule and lines of communication.
2. Meet with City representatives to do the following:
 - a. Review the project schedule to confirm the inclusion of all pertinent tasks, including periods for City staff input and review of consultant work products, and effectiveness to monitor project progress.
 - b. Establish coordination procedures including protocols for the submittal, review, and approval of consultant work products.
 - c. Establish benchmarks for City Council and Planning Commission review and input, if appropriate.
 - d. Establish a coordination process for outside agencies to be involved in the General Plan update, if appropriate.
 - e. Establish a schedule for City staff/consultant management meetings and conference calls that includes the PBS&J Project Director, Kim Howlett and key planners, Harriet Ross and Woodie Tescher. These will occur on a bi-weekly basis or an alternate schedule, as appropriate, to discuss project issues and progress. The number of teleconferences included in the scope of work is provided below under the Coordination and Meetings task below.
 - f. Identify and obtain pertinent studies, reports, plans, EIRs, and other data, not previously provided to the PBS&J Team.
 - g. Prepare a refined scope of work and schedule based on the information obtained at the kick-off meeting.
3. PBS&J key team members (Woodie Tescher, Harriet Ross, Kim Howlett and Diane Catalano) will attend a field reconnaissance trip following the kick-off meeting that will be conducted by City staff. The City will provide transportation, along with a map depicting the tour route, and provide a brief written description of the areas to be visited and their key planning issues. It is recommended that a van or bus be used with appropriate stops to observe pertinent land uses, transportation, infrastructure, and other characteristics of the City that are representative of the issues that will be addressed in the updated General Plan. At a minimum, this should include the areas of opportunity for which change may be anticipated, vacant properties, underutilized development, infill sites, areas of land use conflicts, areas of planned development and redevelopment, areas of inadequate infrastructure, potential new growth areas, and areas targeted for construction. The PBS&J key team members will take photographs and notes to document the observed conditions. The field reconnaissance will facilitate the common discussion of important planning issues and enable all participants to hear City staff perspectives.

Product:

- Refined Work Scope and Project Schedule (1 electronic file and 1 copy)

1.2 Establish Document Formats

To establish a uniform document appearance for the various planning documents and EIR, a standardized document format will be developed. The tasks are as follows.

1. Prepare a preliminary format to for the documentation of baseline technical analyses and studies including the Technical Background Report (TBR), the updated General Plan, and Environmental Impact Report (EIR). These formats will use a consistent and high quality graphic style to provoke public interest and enhance their usability. The format for all textual materials and products shall be provided in 8.5" x 11", with some figures presented in 11" x 17" format, if necessary. The final product will be in a form that is workable, amendable and easily reproducible.
2. Submit the preliminary document format to City staff for review
3. Participate in a bi-weekly conference call that includes a discussion of the proposed format in one of the project conference calls to discuss the overall approach for the documents' organization and formats and obtain City staff comments.
4. Revise the document format based on one set of City staff comments.

1.3 Geographic Information System Support

PBS&J will provide geographic information system (GIS) assistance at the request of the City of Escondido within the limits of a 40-hour professional staff budget.

2.0 LAND USE PLANNING ALTERNATIVES

2.1 Study Areas Workshop Preparation

PBS&J and CIC Research will prepare for one workshop with City staff pertaining to the assessment of land uses in the planning study areas. The following tasks details PBS&J's and CIC Research's work effort for workshop preparation.

PBS&J Tasks

To prepare for the workshop, PBS&J will:

1. Review the preliminary land use concepts and planning information relevant to 15 study areas provided by the City.
2. Meet with City staff to discuss preliminary land use concepts that have already been developed by staff. This information will guide further research by PBS&J. PBS&J will be provided with any information that City staff has gathered on previous site visits that is relevant to the development of land uses. It is assumed that this meeting would last a maximum of eight hours.

3. Compile photographs and other images of potential development prototypes for study areas (e.g., "menu" of uses). PBS&J assumes that City staff will prepare maps, illustrations, and other media for the workshop.
4. Prepare a "Report Card" matrix to guide the discussion of appropriate land uses for each study area. The study areas will be listed along one axis of the matrix, and the other axis will be a list of development potential criteria. Examples of criteria include access to employment areas via major roadways, appropriate floor to area ratio, and capacity of utilities in the area. The study areas will be graded on each criterion in order to identify and compare the potential for different land uses in each area. Conduct one teleconference with City staff to develop the list of criteria. Prepare copies of the Report Card to each workshop participant, as well as poster-sized matrix to facilitate workshop discussions.
5. Develop an agenda for the workshop and make copies for the workshop participants. The workshop will provide a list and a brief description of the methods for land use development to be used at the study area workshop.

CIC Research Tasks

To prepare for the workshop, CIC Research will:

1. Review land use information provided by the City for 15 study areas. The information provided to CIC by City staff will describe and quantify the proposed study areas including: aerial photo maps that clearly identify the boundaries of each designated employment area; an overall purpose and need for each employment land designation; descriptions of existing land uses for each employment area; acreage by type of land use; and an inventory of built square footage by type of land use for each study area.
2. PBS&J will provide CIC Research with summarized infrastructure information for each study area. To the extent available, the information will detail condition and capacities within each the study areas for the following infrastructure: streets and traffic, water, sewer, gas, and electricity. This information will be developed as part of preparing the Environmental Impact Report (EIR) existing conditions sections for these topics.
3. CIC will conduct a field review of the study areas. The field review will include adjacent areas to establish a context of land uses for the study areas and the desirability of the study areas from a market point of view.
4. CIC will review appropriate market data for commercial, industrial, and residential land uses within the Escondido and North County sub-regional markets.

2.2 Study Areas Workshop

PBS&J and CIC Research will attend one study area workshop with City staff (assume 1 day). PBS&J anticipates the following tasks to occur during and after the workshop.

1. PBS&J, CIC Research, and City staff will review the preliminary land use concepts and planning information provided by the City. Important planning constraints or opportunities will be noted for use in completing the report card.

2. PBS&J will lead the discussion evaluation of each study area and fill out the report card obtaining consensus for each of the evaluation criteria throughout the workshop process. PBS&J will provide input regarding best practices and approaches successfully used in other communities.
3. CIC Research will provide input from their research detailed in Task 3.1 regarding the City's objectives for the study areas and the strengths and weaknesses of the proposed land uses for the study areas.
4. Based on research conducted by the City, PBS&J, and CIC Research, the workshop participants will discuss and complete the study area report card for each area and criteria. Study areas will be rated on a scale of one to ten for each criterion.
5. PBS&J, CIC Research, and City staff will review the results of the report card and discuss the implications for land use development in each study area. A list of land uses for each study area will be developed, including the uses that would be encouraged, and land uses that would be prohibited in each study area. As a result, the land use and alternative concepts for each study area may be refined.
6. PBS&J will provide input on the land use alternatives to ensure sufficient residential sites are included to accommodate the Regional Housing Needs Assessment. This task will be coordinated with Task 4.1 Prepare Draft Housing Element, below.
7. PBS&J will participate in a conference call (up to two hours) to de-brief the outcomes of the workshop, and discuss implications for next steps in the planning process.
8. Following the workshop detailed in Task 3.1, CIC will prepare a summary report that would identify market strengths and weaknesses for designated employment area development and would provide relevant market land use recommendations. The analysis may be able to identify mitigation measures for land use constraints that affect the overall market feasibility of a specific study area and the overall market/economic feasibility of the General Plan.

2.3 Develop Land Use Categories

To develop a list of land use categories, PBS&J will:

1. Review existing Escondido General Plan land use categories for continuing relevance, including economic/market realism of densities (du/ac) and intensities (floor area ratio) to achieve desired uses/development projects. Suggest potential revisions to existing categories to meet the City's goals. The economic/market perspective will be based on information provided in the CIC workshop summary report.
2. Identify additional (new) land use categories to reflect desired land use types that may not be used in the existing general plan such as vertical mixed-use, transit-oriented development, etc. Determine appropriate densities/intensities to assure feasible projects (as preceding task). Provide input on residential densities to ensure the Regional Housing Needs Assessment is met within the City.
3. Prepare a list of recommended land use categories based on the subtasks described above and submit the list to the City for review.

4. Participate in a conference call with City staff to discuss the existing and potentially new land use categories.

2.4 Coordination, Meetings and Hearings

PBS&J key planning staff will participate in the following meetings and hearings. PBS&J will:

1. Prepare for and participate in up to 16 one-hour conference calls with City staff and other relevant team members to discuss issues related to the General Plan (Harriet Ross and Woodie Tescher).
2. Prepare for and attend four meetings in addition to those identified in the scope of work (Kim Howlett, Harriet Ross and Woodie Tescher).
3. Prepare for and attend up to two public workshops (Kim Howlett and Woodie Tescher).
4. Prepare for and attend two planning commission and city council hearings (Woodie Tescher).

3.0 TRAFFIC STUDIES

PBS&J will subcontract to LLG Engineers to conduct two specific traffic studies: a focused downtown area intersection analysis and a complete streets mobility assessment.

3.1 Focused Downtown Area Intersection Analysis

To prepare the focused downtown area intersection analysis, LLG will:

1. Forecast Year 2030 with proposed General Plan peak hour traffic volumes in focused downtown area determined by City staff. Ten intersections are included in the analysis. Existing intersection counts required for the forecasting effort will be provided by the City.
2. Make geometric recommendations to achieve LOS C or better operations at the key intersections.
3. Reassign traffic volumes to the key intersections based on a City-proposed alternative configuration in the focused area, such as elimination of the downtown one-way street system. A Year 2030 with proposed General Plan model assuming the City-proposed alternative configurations will be obtained from SANDAG to accurately model the alternative.
4. Make geometric recommendations to achieve LOS C or better intersection operations with the reassigned volumes.

3.2 Complete Streets Mobility Assessment

The complete streets mobility assessment will include an analysis of all means of transportation taking into account the City's Traffic/Circulation Quality of Life Standard (Page I-70). The following task would support the City's General Plan Update and is based on tasks recommended in the published draft *Update to the General Plan Guidelines: Complete Streets and the Circulation Element* prepared by Caltrans in 2010. Assembly Bill 1538, the California

Complete Streets Act, requires the Governor's Office of Planning and Research (OPR) to amend the General Plan Guidelines to assist cities and counties in integrating multimodal transportation network policies into the circulation elements of their general plans. All cities and counties, starting in January 2011, upon the next update of their circulation element, must plan for the development of multimodal transportation networks. To conduct the assessment, LLG will:

1. Streets and Roads (the following would be conducted for up to 10 transportation corridors)
 - a. Identify existing and proposed modes of transportation.
 - b. Assess all thoroughfares to determine if they provide sufficient multimodal transportation options.
 - c. Determine future modal split by estimating the percentage of trips by transit, passenger car, van pools, etc.
 - d. Assess the adequacy of the existing streets, roads, and highway systems and the need for expansion, improvements, and/or transportation operations management as a result of traffic generated by planned land use changes. Consider that the need for expansion should recognize economic principles such as cost effectiveness and efficiency as well as environmental and social consequences.
 - e. Analyze existing street, road, and highway traffic conditions for all transportation modes to determine current levels of use throughout the entire 24-hour day. Assess whether existing travel demand or transportation network supply could be better managed to limit the need for expansion of streets, roads, and highways by reviewing various roadway cross-sections to provide the optimum usage of the entire right of way with all users in mind, including motorists, bicyclists, public transportation users, and pedestrians of all ages and abilities. If required, changes to the existing roadway cross-sections would be recommended with supporting analysis.
 - f. Analyze existing performance and LOS of existing streets, roads, and highways for all transportation modes. Compare projected with desired performance and level of service standards for all transportation modes.
 - g. Identify constraints that prevent or inhibit use or access by all modes.
2. Transit (the following would be conducted for up to 5 transit corridors)
 - a. Analyze existing public transit demand on transit capacity and services. The methodology contained in the *Highway Capacity Manual (HCM)* will be utilized to determine the service frequency LOS. This methodology will determine the likelihood of a transit service to be utilized by a typical commuter.
 - b. Assess the adequacy of existing transit services and the need for expansion and improvements.
 - c. Examine trends in transit use and estimates of future demand.
 - d. Determine existing and projected performance and LOS standards for transit.

3. Bicycle and Pedestrian Routes (the following would be conducted for up to five corridors)
 - a. Assess the adequacy of existing bicycle and pedestrian route access, accommodations, and the need for improvements or additional infrastructure, considering connectivity to other transportation modes. The methodology contained in the *Highway Capacity Manual (HCM)*, the Charlotte Department of Transportation *Pedestrian & Bicycle Level of Service Methodology for Crossings at Signalized Intersections (2007)*, the Florida Department of Transportation *2002 Quality / Level of Service Handbook* and other standard documents will be utilized to evaluate pedestrian/bicycle safety, accessibility, connectivity, walkability and LOS at key intersections and key roadway segments.
 - b. Identify gaps in bicycle and pedestrian access routes and determine how future projects can improve pedestrian and bicycle circulation.

4.0 HOUSING ELEMENT PREPARATION

PBS&J will subcontract to Veronica Tam and Associates (VTA) to undertake the City of Escondido Housing Element update. The tasks for this effort are listed below. Those tasks that the City may want to conduct are identified along with the related cost savings.

4.1 Prepare Draft Housing Element

Housing Needs Assessment

The Housing Needs Assessment section of the Housing Element will be comprehensively updated with the most current data available, providing an overview of demographic, household, and housing trends. Data sources may include SANDAG population and housing estimates/projections, 2010 Census, 2007-2009 American Community Survey, 2011 Department of Finance population and housing estimates, market data, etc. Consistent with State Housing Element law and California Department of Housing and Community Development (HCD)'s review checklist, the Housing Needs Assessment will contain the following topics:

1. Demographics, Income, and Employment Trends: Population composition and growth trends; income distribution; and employment opportunities/wage correlations.
2. Household Characteristics: Household composition (e.g. family, elderly, singles) and growth trends.
3. Special Needs Populations: The Housing Element law identifies the following special housing needs groups: seniors, large households, female-headed households, persons with disabilities, the homeless, and farmworkers.
4. Housing Trends: Housing stock characteristics, such as housing growth, type, occupancy, and tenure; and housing market conditions. The trend of foreclosures will be discussed.
5. Housing Problems: Housing conditions, overpayment (or cost burden), and overcrowding.
6. At-Risk Housing Analysis: This analysis will cover housing units deed-restricted as low income housing as a result of public assistance (such as LIHTC, redevelopment set-aside) and density bonus requirements. Where units at risk are identified, the Housing Element will include an analysis of the estimated costs to preserve or replace the at-risk units.

Residential Sites Inventory

City staff will undertake this task. The new RHNA is expected to be adopted by July 1, 2011. AB 2348 mandates a detailed site-specific residential land inventory to determine the City's ability in meeting its RHNA by income group. Furthermore, AB 2348 establishes default densities for facilitating the development of lower income housing. For the City of Escondido, State law uses a default density of at least 30 units per acre. City staff will compile a detailed residential sites inventory by proposed General Plan designation and zoning, with existing uses information to demonstrate recycling potential. As part of the sites inventory requirements, City staff will develop an approach for estimating realistic capacity and demonstrating the adequacy of the sites inventory in meeting the RHNA. Examples of site inventories at the level of detail required by AB 2348 will be provided by VTA for City staff use in performing this task. City staff will submit the residential sites inventory to VRA for their use in preparing the Housing Element and make any revisions to the inventory based on VTA comments.

Housing Resources Analysis

VTA will analyze the sites inventory developed (either by VTA or by City staff) to demonstrate the City's ability to meet its RHNA. This will include:

1. Compiling information on credits against the RHNA (units constructed, units approved, units substantially rehabilitated meeting the requirements of AB 438);
2. Providing discussions on areas of change, where recycling of existing uses are anticipated;
3. Aligning densities with various income levels;
4. Developing a methodology for estimating realistic capacity; and
5. Assessing the City's sites inventory and credits for meeting the RHNA.

VTA will also review the funding available to the City of Escondido for implementation of the Housing Element. In addition, the institutional structure and nonprofit organizations with the interest and capacity to help deliver housing programs and services will be identified. Specifically, the Housing Element will identify nonprofit housing developers that may acquire/manage at-risk housing units and/or construct affordable housing.

Housing Constraints Analysis

The housing constraints analysis will entail a review of factors that may potentially constrain the development, improvement, and preservation of housing in the City. Factors to be reviewed include:

1. Market constraints such as land costs, labor and construction costs, and availability of financing;
2. Governmental constraints, including land use controls, development standards, permit processing procedures, and planning and development fees;
3. Environmental constraints such areas impacted by flooding and other natural and man-made hazards; and
4. Infrastructure constraints, including the availability of water and sewer capacity.

New State laws that became effective after the adoption of the current Escondido Housing Element also necessitate a comprehensive review of the City's policies and regulations. VTA will undertake this review as it pertains to the following issues.

1. Housing for Persons with Disabilities (SB 520): Review of the land use controls, building codes, permit processing procedures, and provisions of reasonable accommodation to address housing for persons with disabilities. While this piece of legislation has been in place since 2002, the HCD review standard has changed in recent years, particularly in light of the other new pieces of legislation relating to housing for persons with disabilities.
2. Minimum Densities and Approval of Residential Development (SB 2292): Review zoning ordinance with regard to minimum densities, cumulative zoning, and average development densities.
3. Adequate Sites Analysis (AB 2348): Review of the City's land use controls in meeting the strict requirements of AB 2348.
4. Housing for Extremely Low Income (AB 2634): Review of the City's programs and incentives for facilitating housing for persons with extremely low incomes and zoning provisions for single-room occupancy (SRO) housing.
5. Homeless Facilities (SB 2): Review of the City's zoning provisions for emergency shelters for the homeless, as well as transitional and supportive housing.
6. Global Warming Solutions Act (AB 32): Review of opportunities for energy conservation.

Review of Existing Housing Element

City staff will evaluate the effectiveness of the housing programs contained in the 2005-2012 Housing Element in facilitating the maintenance, improvement, and development of housing for all income groups. This review will assist in evaluating and assessing the need to modify existing programs, introduce new housing programs, and eliminate obsolete programs for the updated Housing Element. City staff will submit the results of the existing Housing Element review to VTA for their use in preparing the Housing Element and make any revisions to the review based on VTA comments.

Update to Housing Programs

Based on the assessment of housing needs, constraints, and resources, as well as past accomplishments, housing programs in the current Housing Element will be comprehensively revised to:

1. Make available sites at adequate densities and development standards to facilitate and encourage a variety of housing types for all socioeconomic segments of the community, including those with special needs.
2. Facilitate and encourage the provision of affordable housing for low and moderate income households.
3. Improve and preserve the City's affordable housing stock.
4. Mitigate constraints to the development, improvement, and preservation of housing.

5. Promote equal housing opportunity.

For each program, VTA will establish the time frame for implementation, specific objectives, funding sources, and responsible agencies. A summary of quantified objectives by income group will be provided.

4.2 Draft and Finalize Housing Element

Draft Revisions

VTA will prepare a Preliminary Draft Housing Element for review by City staff. One set of revisions will be prepared based on comments from City staff resulting in a Public Review Draft Housing Element. Comments from the public and the Planning Commission will be incorporated to prepare the HCD Review Draft Element.

Products:

- Preliminary Draft (electronic copy)
- Public Review Draft (electronic copy)
- HCD Review Draft (electronic copy and one hard copy for HCD)

HCD Review

HCD review of the Housing Element is divided into two stages – review of the Draft Housing Element (60-day review period) and review of the Final Adopted Housing Element (90-day review period).

VTA's approach to the Housing Element update is to seek HCD certification of the Draft Housing Element prior to adoption by the City. This way, amendments to the Housing Element can be avoided should the level of commitment contained in the adopted Element not be acceptable to the State.

The updated Housing Element will be submitted for HCD review for the mandatory 60-day review. VTA will work with City staff to address HCD comments. All revisions will be prepared in "track changes" mode to focus HCD reviews on changed text. Based on VTA's recent experience with HCD, two sets of revisions are typically required, and are included in this scope of work, to negotiate policy concerns and provide supplemental information.

VTA's goal is to obtain a compliance letter from HCD based on the revised Draft Housing Element. However, while it is VTA's goal is to achieve HCD certification of the Housing Element, certification is not guaranteed. Should a consensus on policy commitment not be reached between the City of Escondido and HCD, the City can choose to adopt the Housing Element with findings that indicate the Housing Element substantially complies with State law. However, a "self-certified" Housing Element does not offer the same level of legal protection against legal challenges as compared to a "State-certified" Housing Element.

Final Housing Element

Upon adoption, the Final Housing Element will be submitted to HCD for the 90-day review of the adopted Element. This review by HCD is primarily administrative in nature and is designed to verify revisions negotiated between HCD and the City based on the revised Draft Element are incorporated into the Final Housing Element.

Products:

- Final Housing Element (electronic copy and one hard copy for HCD)

4.3 Public Participation**Public Hearings**

VTA will attend two public hearings pertaining to the adoption of the Housing Element, one before the Planning Commission and one before the City Council.

4.4 Project Management/Communications

VTA anticipate working with the General Plan consultant team and City staff in a collaborative manner in the development of the Housing Element. Their budget includes an allowance for three City staff meetings, five hours of conference calls, and six hours for other forms of communications, e.g., telephone and email.

5.0 Noise Element Review

City staff will update the City Noise Element policies and implementation measures based on information in the Noise Technical Report. PBS&J will conduct a peer review of the updated Noise Element, which will include the following tasks.

1. Review policies and programs within the updated Noise Element (that will be prepared by City staff) for their effectiveness to maintain noise compatibility standards between land uses and noise exposure.
2. Review the Land Use and Mobility Elements within the updated General Plan to assess consistency with the goals within the Noise Element.
3. Prepare a memorandum summarizing the results of the peer review of the updated Noise Element and submit the memorandum to City staff for their use.
4. Attend a total of two coordination meetings by the Noise Element Task Manager to complete the required tasks related to the preparation of the Noise Element. This scope of work does not include attendance at public hearings by the Noise Element Task Manager.

Task	Cost
1.0 PROJECT KICK-OFF	
1.1 & 1.2 Kick-off Meeting, Field Reconnaissance & Document Format	\$13,936
1.3 Geographic Information System Support	6,244
2.0 LAND USE PLANNING ALTERNATIVES	
2.1 Study Areas Workshop Preparation	14,180
2.2 Study Areas Workshop	25,527
2.3 Develop Land Use Categories	5,832
2.4 Coordination, Meetings and Hearings	27,985
3.0 TRAFFIC STUDIES	
3.1 Focused Downtown Area Intersection Analysis	12,042
3.2 Complete Streets Mobility Assessment	36,329
4.0 HOUSING ELEMENT PREPARATION	
4.1 Prepare Draft Housing Element	22,678
4.2 Draft and Finalize Housing Element	17,402
4.3 Public Participation	1,863
4.4 Project Management/Communications	8,752
5.0 NOISE ELEMENT REVIEW	6,858
TOTAL	\$199,628

ATTACHMENT B

City of Escondido General Plan Update PBS&J Team

Role	Name
Project Manager	Kim Howlett
General Plan Technical Advisor	Woodie Tescher
General Plan Team Leader, General Plan Reviewer	Harriet Ross
Assistant Project Manager; EIR Team Leader	Diane Catalano, AICP
EIR Quality Control	Alison Rondone
General Plan Reviewer and Preparer	Jessie Barkley
CAP Technical Advisor	Michael Hendrix
CAP Team Leader; Air Quality/GHG/Noise EIR Technical Specialist	Joanne Dramko, AICP, GISP
GHG Analyst and CAP Preparer	Heather Dubois
GHG Analyst and CAP Preparer	Allison King
Water/Sewer Analyst	Mark Elliott, PE
Water/Sewer Analyst	Kyle McCarty, PE
Biological Technical Specialist	Karl Osmundson
Archaeological Resources Specialist	Jennifer Sanka
Archaeological Resources Assistant	Cultural Resources Assistant
GIS Analyst	Tim Huntley, GISP
EIR Preparer	Hannah Arkin
EIR Preparer	Sharon Mackerras
Word Processor	Senior Administrative Assistant

Expenses and Outside Services:

1. In addition, identifiable non-salary costs that are directly attributable to the project such as reproduction costs, telephone charges, mileage, postage, etc., are billed at actual cost plus 15 percent to cover overhead and administration.
2. Principal Engineer IV and litigation support rates negotiated on a contract by contract basis.
3. Computer Aided Drafting, hydrologic water, sewer, and stormwater modeling, automated mapping, database and web programming, etc., is charged at \$5 per labor hour.
4. If applicable, a vehicle allowance of \$900.00 per month will be charged for the use of a company vehicle assigned to a full-time inspector. This monthly allowance will be prorated based upon hours worked for part-time inspection.
5. Fees for litigation and expert witness services will be charged at \$450.00 per hour with a 4-hour minimum per day.
6. Fees for subconsultant services provided are billed at actual cost plus 15 percent to cover overhead and administration.

Payment Terms:

1. A late payment finance charge at a rate of 18 percent per annum will be applied to any unpaid balance commencing 30 days after the date of original invoice.
2. Billing rates are subject to annual and/or periodic revisions as necessary to accommodate inflationary trends, salary adjustments, and the general costs of business.

RESOLUTION NO. 2010-180

11.b

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE, ON BEHALF OF THE
CITY, A CONSULTING AGREEMENT WITH
PBS&J FOR THE PREPARATION OF A
CLIMATE ACTION PLAN

WHEREAS, the City desires to have the General Plan updated; and

WHEREAS, a Climate Action Plan that includes a Green House Gas Inventory and policies to reduce carbon emissions generated in the community is identified as an appropriate tool for community planning in Assembly Bill 32; and

WHEREAS, PBS&J has the personnel and expertise to perform the required planning services; and

WHEREAS, City of Escondido staff have completed negotiations with PBS&J for planning services and the Director of Community Development recommends that the Consulting Agreement ("Agreement") be approved; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$152,690.

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 City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with PBS&J. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this 15th day of December 2010.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Jay Petrek, Principal Planner
760-839-4556
("CITY")

And: PBS&J
9275 Sky Park Court, Suite 200
San Diego, CA 92123-4386
Attn: Kim Howlett
858-514-1018
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to conduct planning services for the preparation of a Climate Action Plan; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference. Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this contract, Consultant shall perform its services to the standard of care of a reasonable consultant that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant.

2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$152,690.00. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.
3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY, which consent shall not be unreasonably withheld. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and

- (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000 per occurrence and in the aggregate.
- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

c. Each insurance policy required above must be acceptable to the City Attorney.

- (1) 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.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- c. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (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. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including reasonable attorneys' fees, for any of the following:
 - a. Any claim of liability arising out of the negligent acts or any omissions of CONSULTANT in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by the parties because of previous failure to insist upon strict performance, nor will any provision be waived by the parties because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Signature

Barbara J. Redlitz, Director of Community Development

PBS&J

Date: _____

Signature

Kim Howlett, Associate Vice President

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Clay Phillips
City Manager

Kim Howlett

Date: _____

(Consultant signature)

Associate Vice President, PBS&J

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Marsha Whalen
City Clerk

Kim Howlett

Date: _____

(Consultant signature)

Associate Vice President, PBS&J

APPROVED AS TO FORM:

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

By: _____

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

Attachment A

CITY OF ESCONDIDO CLIMATE ACTION PLAN SCOPE OF WORK

Task 1) Project Background

The following tasks will be undertaken to prepare for the project kick-off meeting with City of Escondido (City) staff:

1. Review the following information in preparation for the kickoff meeting:
 - a) County of San Diego Greenhouse Gas (GHG) Emissions Inventories and reduction measures for complementary reduction measures and strategic alliance with the City of Escondido;
 - b) SANDAG SB 375 Regional Reduction Target and regional transportation model connections to the forthcoming Sustainable Communities Strategy (SCS) within the 2012 Regional Transportation Plan (RTP) for potential Transit Priority Project potential (as defined in SB 375) within the City of Escondido;
 - c) City of Escondido GHG Emissions Inventory currently being prepared by the International Council for Local Environmental Initiatives (ICLEI) including information on EECBG funded projects such as City-owned building retrofits, street lighting retrofits, LED traffic signals or other energy efficiency projects;
2. In conjunction with review of the City's ICLEI emissions inventory, assess the level of detail within the inventory, usefulness of the inventory in evaluating reduction potential for the various land uses, and whether the City's inventory is consistent with the various evolving inventory protocols.
3. Prepare a summary of the background information described above and the implications on the Climate Action Plan work effort.
4. Submit an electronic copy of this summary to the City prior to the kickoff meeting described in Task 2 below.

Task 2) Kick-off Meeting with City Staff

Key PBS&J staff (Kim Howlett, Michael Hendrix, Joanne Dramko) will attend a meeting with City staff to discuss the work plan, schedule, communication protocols, and identify key data needs, data providers, potential partnerships in plan implementation, and targets and objectives for the plan. During this meeting the following topics will be discussed:

1. A project schedule that fulfills the requirements of the Energy Efficiency and Conservation Block Grant (EECBG) and the City's expectations based upon the date of the notice to proceed ;

2. Communication protocols and contact lists to be used during the development of the Climate Action Plan;
3. Identification of key data needs and data sources required in ensuring that the ICLEI inventory contains enough detail for categories of emissions within the City's jurisdictional authority to facilitate effective development of reduction measures;
4. Identification of additional funding mechanisms to implement the plan; and
5. Criteria to use in developing goals and objectives for the Climate Action Plan.

PBS&J will prepare meeting notes summarizing the information provided during the meeting and submit to City staff for their use.

Task 3) Draft Baseline City-wide GHG Emissions Inventory

The City has an existing inventory of emissions completed using the ICLEI Clean Air and Climate Protection (CACP) software. Currently, no published protocol exists for city-wide (aka community-wide) emission inventories. ICLEI is in the process of drafting protocols for community-wide emissions inventories. Currently, several approaches are being taken by various entities during development of community-wide emissions inventories. As it pertains to community-wide inventories, PBS&J advocates a jurisdictional control approach that focuses on emission sources that the City has direct or indirect jurisdictional control over through City policies, ordinances and/or activities because these are the emissions that the City is capable of influencing. The subtasks are as follows:

1. Review the City-wide emissions inventory (including municipal and community emissions) to insure that the emissions sources within the inventory are under the jurisdictional control of the City;
2. Prepare a memorandum that describes the results of the emission inventory review; and submit to memorandum to City staff for review.
3. Participate in a teleconference with the City staff to discuss the issues and recommended revisions in the memorandum;
4. Update the vehicle miles traveled (VMT) used in the transportation sector estimate so that "pass-through" trips can be segregated out of the City-wide inventory. The VMT data will be obtained from the traffic study that will be undertaken by LLG Engineers as part of the General Plan EIR;
5. Update the City-wide GHG Emissions Inventory following the guidance provided by City staff from the teleconference described above in items (1)-(4). The first draft of the baseline City-wide GHG Emissions Inventory will include the following information:

- a) Input data, assumptions and other sources of data used in revising and quantifying the GHG emissions inventories;
 - b) Quantified gross level of city-wide emissions by source category;
 - c) Allocation of gross levels of emissions by land use category and quantified emissions by land use category;
 - d) Quantified transportation sector emissions by land use category, average trips by land use categories, and average VMT by land use categories; and
6. Submit the revised baseline GHG Emissions Inventory to City staff for review.

Task 4) Final Baseline City-wide GHG Emissions Inventory

1. Prepare one set of revisions to the baseline City-wide GHG Emissions Inventory based on comments received from the City staff. This scope allows for an estimate of 20 hour professional staff budget. Revisions that may require an excess of 20 hours will be added at an additional cost on a time-and-materials basis.
2. Submit the final baseline City-wide GHG Emissions Inventory to City staff for their use.

Task 5) Prepare Forecast Projections on the City-wide GHG Emission Inventory for the City

1. Prepare forecasts of City-wide GHG emissions, starting with the final Baseline City-wide Emissions Inventory and applying economic and population growth rates for the community that will be consistent with the land use growth rate projections developed for the City General Plan Update.
2. Submit the draft set of GHG Emission Forecast Projections to City staff for review.

Task 6) City-wide Emissions Inventory and Forecasts Technical Memorandum Report

1. Prepare a City-wide Emissions Inventory and Forecast Technical Memorandum summarizing the inventories, data sources, and assumptions used to complete all of the inventories described above for City staff review.
2. Prepare one set of revisions to the City-wide Emissions Inventory and Forecasts Technical Memorandum based on comments received from City staff within the limits of an eight-hour professional staff budget.
3. Submit the Final City-wide Emissions Inventory and GHG Emission Forecast Projections Technical Memorandum to the City.

Task 7) Potential Candidate GHG Reduction Measures and Adaptation Strategies

1. Compile a preliminary list of existing City programs that will reduce GHG emissions.
2. Compile a list of reduction and adaptation measures from the list of Climate Action Plans and programs provided in Task 1 above. The list of additional reduction and adaptation measures will focus on those measures that enhance the City's ability to reduce emissions, adapt to climate change impacts, or finance implementation of the measures. A focus on strategic alliances and synergies in these complementary reduction and/or adaptation measures by other entities will be reviewed. PBS&J will also provide additional candidate measures for consideration by the City based upon the ability to reduce emissions at least cost, create additional economic benefits to the City, or other co-benefits.
3. Submit the list of potential candidate GHG reduction measures and adaptation strategies to City staff.

Task 8) Cost/Benefit Analysis of Potential Reductions in Emissions and Adaptation Strategies

PBS&J understands the budget constraints the City is subject to in implementing this plan. Therefore, PBS&J has included a very robust cost/benefit analysis of the costs, benefits, and co-benefits of the potential reduction measures and adaptation strategies that we believe will fulfill the needs of the City.

1. Perform a cost-benefit analysis of potential reductions to the inventoried emissions using software developed by PBS&J for this purpose. The software combines known costs and defined emission factors with relevant geographic information about the City such as climate conditions, topography, and geospatial relationships of emission sources, to determine costs and benefits. The software will prioritize a list of potential reduction measures based upon the ability to achieve the greatest reductions of emissions and benefit to the City and the community at least cost. As such, reduction strategies that will save the City and the community money, create jobs, and provide co-benefits are given the highest priority within the software. The analysis using this software will include details on sustainable returns on investments of the various energy efficiency and emissions reduction strategies under consideration and assign monetary values to the social, economic, and environmental impacts of each action in order to have a comprehensive understanding of the costs and benefits of the Climate Action Plan. Measures that require ongoing monitoring by City staff will include estimates of the labor cost associated with appropriate updates.
2. Conduct a regional economic impact analysis of the potential reduction and adaptation measures. A regional analysis will identify benefits that may be either inside or outside of the City limits. For example, cost savings from improved air quality would be regional, and cost savings associated with local utility bills would be local. The analysis would quantify the following:

- a) Jobs created or retained resulting from the implementation of GHG reduction measures and adaptation measures;
 - b) Cost savings achieved through lower utility bills associated with energy efficiency measures, water conservation measures, and renewable power;
 - c) Cost savings achieved through decreased consumption of gasoline resulting from decreases in vehicle trips, VMT and the increased use of ultra low or zero emission vehicles (ZEV);
 - d) Cost savings achieved through decreases in hospital/doctor visits resulting from the co-benefit of decreased particulate and air toxic air pollution. This particular economic benefit is possible to calculate based on very detailed cohort studies that statistically link particulate air pollution to increases in hospital visits;
 - e) Average increase in value of Green Building homes and businesses within the region;
 - f) Average increase in value of homes and businesses resulting from adaptation measures particular to increased incidence of wildfires and floods;
 - g) Anticipated cost savings achieved from due to decreases in homeowner and business insurance rates resulting from adaptation strategies; and
 - h) Other cost savings as discovered during the development of the reduction and adaptation measures.
3. Prepare the Cost/Benefit Analysis and regional economic analysis in text and tabular form and submit to City staff.

Task 9) GHG Emissions Reduction Target with Goals and Objectives for the Climate Action Plan

1. Review the AB 32 Scoping Plan, Executive Order S-3-05, the Municipal Emissions Inventory (provided by the City), the City-wide Emissions Inventory, the forecasts in emissions, and the cost/benefit analysis to determine a feasible emission reduction target.
2. Develop goals and objectives for the draft Climate Action Plan. As part of this task analyze the information provided in the emission inventory and other information collected throughout the process and recommend emission reduction targets, goals, and objectives for the Climate Action Plan.

Ensure that targets, goals, and objectives for the Climate Action Plan are consistent with those being developed for the City General Plan Update.

3. Prepare a description of the goals and objectives and submit this document to City staff.

Task 10) Potential Public and Private Partnerships

1. Meet with other public and private entities in order to identify Climate Action Plan Implementation Partners (such as Caltrans, San Diego County, wholesale water purveyors, North County Transit District, Palomar College, school districts, and local businesses) and additional funding sources that could be leveraged with the EECBG to increase energy efficiency and conservation actions and strategies to meet the goals at least cost with greatest benefits.
2. Prepare a list of potential public and private partnerships and submit the list to City staff.

Task 11) Comprehensive Strategies

1. Develop a draft set of comprehensive strategies to achieve the emission reduction targets, goals, objectives and benefits defined in the tasks above at least cost. The comprehensive strategies will be broadly categorized as follows:
 - a) Energy efficiency strategies that reduce utility costs and GHG emission, and create or sustain jobs;
 - b) Feasible and affordable renewable energy strategies such as photovoltaic solar power that will reduce GHG emissions and create or sustain jobs;
 - c) Water conservation strategies that reduce demand on potable water supplies and reduce indirect GHG emissions associated with the electricity needed to pump and treat potable water. Water conservation strategies, such as maximizing the use of recycled water to reduce the effort needed to transport and treat water, will be coordinated with the measures within the update to the Water Master Plan and the General Plan being prepared by PBS&J;
 - d) Recycling and waste reduction strategies that reduce emissions and save energy;
 - e) Land use strategies including mixed-use development and transit oriented development that reduce emissions associated with vehicle trips, VMT and increase community benefits. Land use strategies will be consistent with the goals and strategies developed as part of the General Plan Update;
 - f) Natural area preservation and enhancement strategies that increase the GHG sequestration potential within the City, including appropriately designed parks and open spaces that sequester carbon.
 - g) Education and outreach strategies that can result in behavior changes pertinent to GHG emissions reductions and energy conservation. The education and outreach strategies would fall into two categories: employee education programs that encourage behavioral changes that reduce municipal emissions, and community education and outreach programs that reduce the community-wide emissions inventory through behavior changes.

2. Develop a comprehensive list of strategies specific to each sector in the City-wide emissions inventory in coordination with City staff. The list of appropriate reduction measures and adaptation strategies will be based on the information provided in Tasks 7, 8 and 9 above, and potential teaming partners identified in Task 10 above, in order to include incentives and funding mechanisms that these partnerships can provide in the implementation of the strategies. The comprehensive list of strategies will be prioritized based upon achieving the greatest benefit at least cost, with long-term or permanent benefits taking into account Federal, and State legislation that could help implement, sustain, or hinder each strategy. Measurable metrics will be developed for each strategy to quantify achievable objectives and demonstrate how the broad goals are being achieved. These measurable metrics will focus on quantifying the benefits described in Tasks 3B and 3C above.
3. Review the draft set of comprehensive strategies to achieve the GHG emission reduction targets, climate change adaptation strategies, goals, objectives, and benefits of the Climate Action Plan for potential obstacles in the implementation of each strategy. Potential obstacles can include high upfront costs needed to implement the strategy that could result in long-term cost savings. Other potential obstacles include Federal, State and City legislation that may provide obstacles to implementing a particular strategy. The review of potential obstacles will be solution-oriented seeking ways of providing additional funding mechanisms and partnerships to fund or reduce upfront costs of implementing the strategies, as well as providing an implementation plan for each strategy that is able to overcome any legislative obstacle that may be encountered.
4. Submit the list of comprehensive strategies to City staff.

Task 12) Climate Action Plan Implementation Policies, Schedule, and Responsibility

1. Prioritize each strategy to be included in the Climate Action Plan into early actions with immediate benefits, intermediate actions, and long-term actions with lasting benefits based upon the cost effectiveness, feasibility, and enforceability of each strategy. Prioritization of strategies will be based on the Cost-benefit analysis prepared as part of Task 8.
2. Draft implementation policies for each of the actions described above.
3. Develop an implementation schedule based on the prioritization actions, developed in consultation with City staff to account for an incremental reduction of emissions over the overall implementation timeline. Measures identified as part of Task 8 that result in the maximum reduction in emissions with the lowest associated cost would be prioritized over costlier reduction measures. The schedule will include the responsible City department and/or implementation partner for implementation of each action. This task will also identify the budget and financing mechanisms needed to implement the strategies prioritizing

potential grant funding sources and financial incentive programs ahead of other financing mechanisms.

4. Submit the draft Climate Action Plan Implementation Policies, Schedule and Responsibility document to City staff for review and prepare one set of revisions to the document based on City staff comments within the limits of a 20-hour professional staff budget. Revisions that may require an excess of 20 hours will be added at an additional cost on a time-and-materials basis. The revised document will be incorporated into the draft Implementation Strategy for inclusion in the initial Climate Action Plan.

Task 13) Comprehensive Strategies, Long-term Monitoring and Tracking Program

1. Develop qualitative and quantitative metrics by which the City can track progress toward achievement of the emissions reduction targets, goals, objectives and benefits. Ensure that City-wide emissions are being gradually reduced, so that the overall target remains achievable by the established timeframe.
2. Develop a customized emissions inventory software package for City staff to use in tracking emissions based upon energy consumption data, traffic counts and other criteria.
3. Develop a Screening Table (also see Task 15 below) that acts as both a CEQA streamlining tool and tracking sheet that will document and track the implementation of the strategies. In this way, the City can qualitatively and quantitatively predict the emission reductions that should be achieved based upon the Screening Tables and can track emissions by source categories using the customized emissions inventory software.
4. Submit the draft Comprehensive Strategies Long-term Monitoring and Tracking Program to City staff for their review.
5. Prepare one set of revision to the Comprehensive Strategies Long-term Monitoring and Tracking Program based on City staff comments within the limits of a 12-hour professional staff budget. Revisions that may require an excess of 12 hours will be added at an additional cost on a time-and-materials basis.

Task 14) Climate Action Plan

The development of the City's Climate Action Plan will involve two steps: Administrative Draft Climate Action Plan preparation, and preparation of the Draft Climate Action Plan for public review and City adoption.

1. Prepare the Administrative Draft Climate Action Plan based on the foregoing documents in an easy to understand text accompanied by charts, graphs, illustrative graphics and photo examples of emissions sources and comprehensive strategies to facilitate both readability and interest in the Climate Action Plan document. Technical details will be provided in the appendices and cited appropriately in the body of the Climate Action Plan. The preparation of the

Administrative Draft Climate Action Plan document will include the following sections:

- a) Executive Summary;
 - b) Introduction and purpose;
 - c) City-wide inventories and forecast summaries accompanied by charts and graphs;
 - d) Description of the emission reduction targets, goals, and objectives accompanied by graphs and explanations of why the reduction targets, goals and objectives are appropriate and reasonably achievable;
 - e) Description of the comprehensive strategies used to achieve the emission reduction targets, goals, and objectives accompanied by example photos and illustrative graphics;
 - f) Description of the benefits that are anticipated to result from the comprehensive strategies;
 - g) Summary of the cost effectiveness and prioritization of the strategies;
 - h) Implementation program, schedule and responsibility designation. This section will include a graphic time line to illustrate the schedule and include responsible parties and financial mechanisms needed to implement the reduction and adaptation strategies.
 - i) Summary of the comprehensive strategies long-term monitoring and tracking program including illustrative graphics of the customized emissions inventory package and screening tables/tracking sheet.
2. Submit the Administrative Draft Climate Action Plan to City staff for review and prepare one set of revisions to the Administrative Draft Climate Action Plan based on City staff comments within the limits of a 16-hour professional staff budget.
 3. Submit the Revised Administrative Draft Climate Action Plan to City staff for review and prepare one set of revisions to the Administrative Draft Climate Action Plan based on City staff comments within the limits of an 8-hour professional staff budget. Revisions that may require an excess of 8 hours will be added at an additional cost on a time-and-materials basis. This version of the document will be ready for public presentation.
 4. Submit the Draft Climate Action Plan to the City as 7 bound paper copies, 1 unbound paper copy, and up to 17 CDs containing electronic versions of the files in Microsoft Word (DOC) and Adobe Acrobat (PDF) format.

Task 15) General Plan Linkage, Environmental Review, and CEQA Thresholds

The following provides a number of tasks pertaining to developing linkages between the Climate Action Plan and the General Plan Update, the CEQA environmental review for the Climate Action Plan, and CEQA thresholds.

1. Develop linkages between the Climate Action Plan and the General Plan Update through General Plan Goals and Policies that describe the Climate Action Plan as the implementing mechanism.
2. Develop CEQA Thresholds for climate change impacts based upon the Climate Action Plan and the Draft and Final CEQA document that addresses the Climate Action Plan. The CEQA thresholds document will discuss the method for tiering CEQA analysis of future development projects for the City using the GHG emission inventories and reduction strategies. This tiering process affords a consistent, legally defensible way of streamlining future CEQA analysis of climate change impacts for individual projects.
3. Review the City's Municipal Code pertaining to environmental quality regulations (EQR) and suggest revisions to Section 33-924(G)(i) of the Code to ensure consistency with the thresholds established in the Climate Action Plan.
4. Develop an efficient Screening Table as the CEQA tiering mechanism for future development projects proposed in Escondido. The Screening Table will assign points for each option incorporated into a project as mitigation or a project design feature (collectively referred to as "features") that will implement GHG reduction measures. The point values will correspond to the minimum emissions reduction expected from each feature. The menu of features allows maximum flexibility and options for how development projects can implement GHG reduction measures. Projects that garner at least 100 points will be consistent with the reduction quantities anticipated in the City's Climate Action Plan. Consistent with CEQA Guidelines, such projects would be determined to have a less than significant individual and cumulative impact for GHG emissions. The Screening Tables will include point values based upon conservative estimates of reduced VMT and energy requirements associated with infill projects, and the context of the surrounding environment. As such the Screening Tables provide an extremely efficient way of streamlining infill and Transit Oriented Development (TOD) projects.

Task 16) Public Presentation Media

The following tasks are included to develop presentation media for use during public meetings.

1. Prepare a PowerPoint presentation summarizing the City of Escondido Draft Climate Action Plan and submit them to City staff for review.
2. Revise the PowerPoint presentation based on the City staff comments review.

Task 17) Meetings

In addition to the project kick-off meeting described in Task 1 above, up to five meetings (including public hearings) and ten conference calls are included in the scope of work to coordinate with City staff on the Climate Action Plan work effort.

Task 18) Project Coordination and Reporting***Project Communication***

Experience has shown that correspondence control is an essential part of any project. PBS&J provides complete documentation of project transactions through the use of letters, memoranda, records of telephone conversations and meetings, and transmittal and fax cover sheets. Written documentation allows for quality assurance through proper dissemination of information and provides a complete record that can be referenced as needed in the future.

PBS&J will use various communications/correspondence tools to ensure that complete documentation of project-related information is maintained. The Climate Action Plan Team Leader will take notes during key meetings and will distribute action items by e-mail. Transmittal letters will be used to document all transfers of written information, and will include, at a minimum, the date, parties involved in the transfer, subject of the material transferred, and a listing of transferred materials. As with all project correspondence, transmittal letters will be copied to the central files.

E-mail will be used to notify team members of various activities and milestones, to expedite information and technology transfer between PBS&J and the City, and to maintain frequent communication and correspondence.

Schedule

We recognize that the City of Escondido requires that the Draft Climate Action Plan preparation process be concluded by January 2012. To this end PBS&J will develop a detailed project schedule at the outset of beginning work on the Climate Action Plan that will identify each work product and its relationship with preparation of the CAP, Escondido document review periods and their relationship. We anticipate that the Climate Action Plan would be complete within approximately 13 months of notice to proceed and timely receipt of ICLEI information and work product reviews.

The Climate Action Plan Team Leader is responsible for assuring overall adherence to the project schedule. To accomplish this, internal milestones and deadlines for deliverables will be established with emphasis on maintaining the integrity of the critical path for achieving the specified project completion date. Technical study managers on the Climate Action Plan team will be involved in this process and will have responsibility for meeting specific milestones. Where possible, milestones will be established such that minor changes will not impact the overall project schedule.

On a regular basis, the Climate Action Plan Team Leader will compare actual progress and milestone achievement to the project schedule. Significant deviations or problems in meeting the schedule will be identified and any necessary corrections or modifications will be made. All actual or potential conflicts with other project requirements will be resolved through discussions with the professional staff. The regular review of work completed versus schedule milestones will facilitate schedule management.

Budget

The Climate Action Plan Team Leader will be responsible for timely completion of the contract work within the confines of the assigned budget. Standard company fiscal controls and regular computerized fiscal reporting are designed to maximize the efficiency and accuracy of project budget management. The CAP Team Leader has access to summaries by job and task, including information on the individuals who have charged to a task, the number of hours they have charged, the total dollar value of the labor charged against the task, non-labor charges, and the estimated remaining budget. Monthly summaries, which provide labor and non-labor charges by task for each billing period, are the basis for preparing monthly invoices. EECBG reporting requirements will be fulfilled as part of this task.

Quality Control

Management oversight and quality control are essential aspects of the preparation of the Climate Action Plan. Labor cost for management and quality control for each task has been included within the budget for the individual tasks.

Kim Howlett will be the PBS&J Project Manager and will be responsible for all aspects of the Climate Action Plan preparation, including management oversight and quality control. Ms. Joanne Dramko will be the Climate Action Plan Team Leader with responsibility for day-to-day activities associated with preparing and processing the Climate Action Plan and related documents, as well as organizing the project in terms of technical scope of work, budget, scheduling, and resource allocation; oversee its implementation; organize and oversee report preparation; and participate in client, and public meetings. The Climate Action Plan Team Leader will be responsible for completing the project on time and within the contracted budget, while ensuring that the product meets Escondido's expectations. The Climate Action Plan Team Leader will track the budget, schedule and scope of work to ensure efficient use of resources. The Climate Action Plan Team Leader will:

1. Organize the various project tasks to ensure the fulfillment of contractual objectives;
2. Monitor the progress of the document preparation by the project team on a regular basis;
3. Identify and solve technical, scheduling or budgetary problems;
4. Interact with City staff and public agencies;
5. Coordinate and approve outgoing project correspondence;
6. Keep City staff informed of significant project developments;
7. Oversee the organization, preparation and publication of reports in draft and final form; and
8. Monitor and evaluate the performance of project personnel.

Quality products associated with the project will be achieved through a quality control program that includes technical study and document reviews - continuously throughout document preparation, and at key milestones in the document preparation. Throughout the preparation of the Climate Action Plan, quality control will be achieved by various management techniques implemented by the Project Manager or Climate Action Plan Team Leader. These techniques include a review of draft materials before production and frequent discussions with the task managers to assess the status of the project and maintain direct control over work priorities.

COST

The following table provides the cost for each task. All estimated costs will be invoiced on a time-and-materials basis, with the overall cost not to exceed \$152,690.

Description	Cost
Task 1) Project Background	\$2,960
Task 2) Kick-off Meeting with City Staff	4,034
Task 3) Draft Baseline City-wide GHG Emissions Inventory	7,956
Task 4) Final Baseline City-wide GHG emissions Inventory	3,690
Task 5) Forecast City-wide GHG Emission Projections	9,670
Task 6) City-wide Emissions Inventory and Forecasts Technical Memorandum	3,002
Task 7) Potential Candidate GHG Reduction Measures and Adaptation Strategies	8,166
Task 8) Cost/Benefit Analysis of Potential Reductions in Emissions and Adaptation Strategies	12,410
Task 9) GHG Emissions Reduction Target with Goals and Objectives for the Climate Action Plan	2,614
Task 10) Potential Public and Private Partnerships	9,044
Task 11) Comprehensive Strategies	11,608
Task 12) Climate Action Plan Implementation Policies, Schedule, and Responsibility	8,166
Task 13) Comprehensive Strategies, Long-term Monitoring and Tracking Program	10,604
Task 14) Climate Action Plan Document	13,760
Task 15) General Plan Linkage, Environmental Review, and CEQA Thresholds	10,956
Task 16) Public Presentation Media	4,368
Task 17) Meetings and Teleconferences	14,876
Task 18) Project Coordination and Reporting	12,326
Expenses (printing, mileage, misc.)	2,480
TOTAL FEE ESTIMATE	\$152,690

**Attachment B
City of Escondido General Plan Update
PBS&J Team**

Role	Name
Project Manager	Kim Howlett
General Plan Technical Advisor	Woodie Tescher
General Plan Team Leader, General Plan Reviewer	Harriet Ross
Assistant Project Manager; EIR Team Leader	Diane Catalano, AICP
EIR Quality Control	Alison Rondone
General Plan Reviewer and Preparer	Jessie Barkley
CAP Technical Advisor	Michael Hendrix
CAP Team Leader; Air Quality/GHG/Noise EIR Technical Specialist	Joanne Dramko, AICP, GISP
GHG Analyst and CAP Preparer	Heather Dubois
GHG Analyst and CAP Preparer	Allison King
Water/Sewer Analyst	Mark Elliott, PE
Water/Sewer Analyst	Kyle McCarty, PE
Biological Technical Specialist	Karl Osmundson
Archaeological Resources Specialist	Jennifer Sanka
Archaeological Resources Assistant	Cultural Resources Assistant
GIS Analyst	Tim Huntley, GISP
EIR Preparer	Hannah Arkin
EIR Preparer	Sharon Mackerras
Word Processor	Senior Administrative Assistant

Expenses and Outside Services:

1. In addition, identifiable non-salary costs that are directly attributable to the project such as reproduction costs, telephone charges, mileage, postage, etc., are billed at actual cost plus 15 percent to cover overhead and administration.
2. Principal Engineer IV and litigation support rates negotiated on a contract by contract basis.
3. Computer Aided Drafting, hydrologic water, sewer, and stormwater modeling, automated mapping, database and web programming, etc., is charged at \$5 per labor hour.
4. If applicable, a vehicle allowance of \$900.00 per month will be charged for the use of a company vehicle assigned to a full-time inspector. This monthly allowance will be prorated based upon hours worked for part-time inspection.
5. Fees for litigation and expert witness services will be charged at \$450.00 per hour with a 4-hour minimum per day.
6. Fees for subconsultant services provided are billed at actual cost plus 15 percent to cover overhead and administration.

Payment Terms:

1. A late payment finance charge at a rate of 18 percent per annum will be applied to any unpaid balance commencing 30 days after the date of original invoice.
2. Billing rates are subject to annual and/or periodic revisions as necessary to accommodate inflationary trends, salary adjustments, and the general costs of business.

RESOLUTION NO. 2010-181

11.0

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE, ON BEHALF OF THE
CITY, A CONSULTING AGREEMENT WITH
PBS&J FOR THE PREPARATION OF AN
ENVIRONMENTAL IMPACT REPORT

WHEREAS, the City desires to have the General Plan updated involving a Climate Action Plan and Downtown Specific Plan; and

WHEREAS, an Environmental Impact Report (EIR) is necessary to evaluate impacts and identify mitigation measures in said Plans; and

WHEREAS, PBS&J has the personnel and expertise to perform the required planning services; and

WHEREAS, City of Escondido staff have completed negotiations with PBS&J for planning services and the Director of Community Development recommends that the Consulting Agreement ("Agreement") be approved; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$546,984.

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 City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with PBS&J. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this 15th day of December 2010.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Jay Petrek, Principal Planner
760-839-4556
("CITY")

And: PBS&J
9275 Sky Park Court, Suite 200
San Diego, CA 92123-4386
Attn: Kim Howlett
858-514-1018
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to conduct planning services for the General Plan Update to prepare an Environmental Impact Report; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference. Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this contract, Consultant shall perform its services to the standard of care of a reasonable consultant that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant.

2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$546,984.00. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.
3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY, which consent shall not be unreasonably withheld. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000 per occurrence and in the aggregate.

- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) 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.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- c. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (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. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including reasonable attorneys' fees, for any of the following:

- a. Any claim of liability arising out of the negligent acts or any omissions of CONSULTANT in the performance of this Agreement;
- b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or

- c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
 11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
 12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
 13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
 14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by the parties because of previous failure to insist upon strict performance, nor will any provision be waived by the parties because any other provision has been waived, in whole or in part.
 15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
 16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
 17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
 18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
 19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
 20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.

21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Signature

Barbara, J. Redlitz, Director of Community Development

PBS&J

Date: _____

Signature

Kim Howlett, Associate Vice President

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Clay Phillips
City Manager

Kim Howlett

Date: _____

(Consultant signature)

Associate Vice President, PBS&J

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Marsha Whalen
City Clerk

Date: _____

(Consultant signature)

Associate Vice President, PBS&J

APPROVED AS TO FORM:

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

By: _____

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

ATTACHMENT A

PBS&J

SCOPE OF WORK

for the

CITY OF ESCONDIDO GENERAL PLAN UPDATE

ENVIRONMENTAL IMPACT REPORT

1.0 PROJECT MANAGEMENT AND MEETINGS

1.1 PBS&J Meetings, Teleconferences and Hearings

PBS&J staff will participate in up to 80 weekly teleconferences with City staff to review completed work tasks and products, define and schedule work task responsibilities for the ensuing week (or longer, as needed for the task), discuss and develop strategies to address planning issues that emerge during the work program, and discuss other issues relating to the performance of the work program. PBS&J staff will prepare a summary of actions to be undertaken for each of the weekly teleconferences.

PBS&J staff will also attend up to five meetings.

PBS&J will prepare for and attend up to two Planning Commission and two City Council hearings as it pertains to the Environmental Impact Report (EIR). Hearing attendance does not include the preparation of a presentation because it is assumed that City staff will undertake this task.

Product:

- Summary of actions to be undertaken in response to issues discussed (for each meeting or telephonic consultation conducted)

1.2 Project Monitoring

PBS&J will prepare a master project schedule in collaboration with City staff that defines the responsibilities for each work task, product submittal timelines, City review periods, and consultant product revision time frames and deadlines. Any public involvement workshops and meetings, and Planning Commission and City Council hearings will also be identified and updated as this information is confirmed. The schedule will be implemented and updated as necessary using Microsoft Project or comparable software. Monthly, PBS&J will update the schedule, review performance with City staff and any issues affecting maintenance of the schedule discussed.

Products:

- Master task list and project schedule
- Monthly project performance reports and schedule updates

2.0 TECHNICAL REPORTS

Three technical reports for air quality, noise and traffic will be prepared in support of the General Plan Update. PBS&J will prepare the Air Quality Technical Report and Noise Technical Report, while Linscott Law and Greenspan Engineers (LLG) will prepare the Traffic Impact Study. A discussion of each technical report is provided as part of the Technical Background Report (TBR) which is described in the General Plan Update scope of work.

2.1 Air Quality Technical Report

PBS&J will prepare an Air Quality Technical Report to assess the air quality impacts associated with implementation of the General Plan Update. The Air Quality Technical Report will provide technical background information to be used in support of the analysis of air quality impacts in the EIR. The report will be included as an appendix to the EIR. To prepare the Air Quality Technical Report, PBS&J will:

1. Incorporate the information presented in the Technical Background Report.
2. Discuss whether the General Plan Update would conflict with or obstruct implementation of the RAQS and applicable portions of the SIP, by comparing the consistency of the General Plan Update's growth projections to the growth projections that are accounted for in the current air quality plans.
3. Estimate construction emissions, addressing heavy equipment exhaust and fugitive dust assuming worst-case construction phasing for build out of the General Plan Update. Construction emissions would be estimated using the CARB URBEMIS 2007 air quality model, which includes OFFROAD 2007 emission factors to calculate off-road construction equipment emissions.
4. Quantify operational emissions from the General Plan Update associated with mobile (transportation-related) and stationary emissions (related to on-site energy consumption) using the URBEMIS model. Vehicular emissions would be based on information provided in the Traffic Impact Study prepared for the General Plan Update by LLG.
5. Compare future build out emission estimates to existing conditions (baseline) and evaluate the significance of construction emissions and operational emissions using the San Diego Air Pollution Control District's Screening Level Thresholds.
6. Evaluate whether traffic associated with the General Plan Update could lead to the potential exposure of sensitive receptors to substantial concentrations of carbon monoxide. The analysis will be consistent with the methodology used for the South Coast Air Basin's carbon monoxide attainment demonstration where the four most congested intersections within the South Coast Air Basin were modeled to demonstrate that no carbon monoxide hotspots would result from future traffic congestion. The CALINE4 model will be used to estimate future carbon monoxide concentrations at the nearest sensitive receptors, based on the Caltrans ITS Transportation Project-Level CO Protocol.
7. Discuss whether proposed uses within the General Plan Update would expose sensitive receptors to Toxic Air Contaminants (TACs) such as diesel particulates or odors. The recommendations found in CARB's Air Quality and Land Use Handbook will be used to evaluate whether sensitive receptors are located a sufficient distance from known sources of TACs and objectionable odors.
8. Assess whether the General Plan Update would result in a cumulatively considerable net increase of any criteria pollutant for which the Basin is in non-attainment under an applicable Federal or State Ambient Air Quality Standard. The evaluation of cumulative impacts will follow the procedure outlined in the County of San Diego CEQA Guidelines.
9. *If necessary, recommend program-level mitigation measures to reduce potential impacts to a less than significant level.*
10. Prepare the Draft Air Quality Technical Report detailing the results of the analyses identified above and submit to City staff for review.

11. Prepare the Final Air Quality Technical Report based on comments on the Draft Air Quality Technical Report, within the limits of a 32-hour professional budget.

Product:

- One electronic copy of the Draft Air Quality Technical Report
- One electronic copy of the Final Air Quality Technical Report

2.2 Noise Technical Report

PBS&J will prepare a Noise Technical Report to assess the increases in noise and vibration associated with implementation of the General Plan Update. The Noise Technical Report will provide technical background information to be used for updating the General Plan Noise Element and in support of the analysis of noise impacts in the EIR. The Noise Technical Report and Noise Element will conform to the requirements of the State of California General Plan Guidelines (Governors Office of Planning and Research, October 2003) and the State Government Code (Section 65302(f)). The Noise Technical Report will include background information, a characterization of the existing and future noise environment in the City, and an analysis of potential conflicts between noise generators and noise-sensitive receptors. The report will be included as an appendix to the EIR.

Data Needs and Assumptions

In order to efficiently and effectively execute the Noise Technical Report scope of work, it is assumed that the City will provide the following data and information to PBS&J:

1. Aerial photograph of the City in JPG or preferably geo-referenced TIF-format.
2. ArcGIS 9.3 shapefiles of City roadway segments, existing and proposed land use designations, zoning, and parcels.
3. Roadway average daily trip (ADT) data for existing and future scenarios in digital tabular format (from the Traffic Impact Study).
4. Access to any sites agreed upon to complete field surveys.

Scope of Work

To prepare the Noise Technical Report, PBS&J will:

1. Incorporate the information presented in the Technical Background Report.
2. Develop a generalized set of existing and future traffic noise contour distances for the roadway segments with volumes of 5,000 ADT or greater using the most recent version of the Federal Highway Administration Noise Prediction Model and consistent with the Federal Intermodal Surface Transportation Efficiency Act. Characteristics of City roadways and average daily traffic volumes for existing and future conditions will be derived from the traffic information provided by the City. Noise calculations will assume an idealized steady flow of traffic without attenuation provided by topography or buildings. Noise contour data will be provided to the City in tabular form, as well as being translated into Geographic Information System (GIS) shapefile layers. This scope of work does not include modeling or generating noise contours for the Sprinter Light Rail line. Information for this railway noise source will rely on existing available documentation, including the *Acoustical Assessment Report for the NCTD Oceanside-Escondido Rail Project* prepared by Dudek in July 2004. In addition, this scope of work does not include modeling for the future high speed railway proposed by the California High Speed Rail Authority.

3. Use the results of the noise analysis to develop Existing and Future (20-year horizon) Noise Contour Maps of Ldn values that will display a range of noise contours (60 dBA, 65 dBA, 70 dBA, and 75 dBA) from roadway noise. These maps will be prepared in GIS format and an electronic copy of the maps will be submitted to City staff for their use as part of updating the Noise Element.
4. Assess potential conflicts between existing and projected land uses and noise sources.
5. Provide recommendations for revising existing noise attenuation measures, if necessary, to address existing and foreseeable noise problems.
6. If necessary, recommend program-level mitigation measures to reduce potential impacts to a less than significant level.
7. Prepare the Draft Noise Technical Report detailing the results of the analyses identified above and submit to City staff for review.
8. Prepare the Final Noise Technical Report based on comments from City staff on the Draft Noise Technical Report, within the limits of a 32-hour professional budget.

Product:

- One electronic copy of the Draft Noise Technical Report
- One electronic copy of the Final Noise Technical Report
- One electronic copy of the noise contour map

2.3 Traffic Impact Analysis

PBS&J will subcontract with Linscott, Law and Greenspan Engineers (LLG) to prepare a Traffic Impact Analysis for the City of Escondido General Plan Update EIR. The Traffic Impact Analysis will provide technical background information to be used for updating the General Plan Circulation Element and in support of the analysis of traffic impacts in the EIR. The Traffic Impact Analysis will include the following: inventory/existing conditions information, traffic model calibration, traffic model development – existing General Plan and proposed General Plan, focused downtown area intersection analysis, circulation element roadway analysis, preparation of the EIR traffic study, complete streets mobility assessment, vehicle miles traveled and an alternatives analysis. The Traffic Impact Analysis will be included as an appendix to the EIR.

Scope of Work

To prepare the Traffic Impact Analysis, LLG will:

1. Inventory/Existing Conditions
 - a. Assemble relevant transportation data from the City, SANDAG, the County of San Diego, Caltrans, North County Transit District, and other agencies as appropriate. Data assembled will include recent average daily traffic (ADT) on 40 roadway segments and peak hour intersection turning movement counts at 30 intersections, existing and planned street lanes and rights-of-way (arterials and collectors), current and planned transit service, existing and planned non-motorized (bicycle and pedestrian) facilities, heavy vehicle percentages on state highways, and relevant studies and reports. Appropriate segments and intersections to include in the analysis will be determined with City staff. No new traffic counts will be conducted as part of this scope of work.

- b. Compare existing ADT counts with existing capacity on City arterial and collector streets (based on number of lanes and traffic peaking characteristics) to determine existing volume/capacity ratios and levels of service on City streets. This information will be used to refine the traffic model used in the traffic impact analysis for the General Plan Update and General Plan Update EIR.
 - c. Summarize key transit, bikeway, airport, rail, and other transportation issues facing the City of Escondido.
 - d. Discuss existing regulations associated with transportation and circulation, as well as issues and opportunities related to the formulation of policies regarding transportation. Opportunities to develop an efficient transportation and circulation system for all modes of transportation will also be addressed. The discussion will include SANDAG's Regional Transportation Plan and Regional Transportation Improvement Plan.
2. Traffic Model Calibration
 - a. Obtain Year 2003 baseline traffic volumes from the City for all Circulation Element roadways for which data is available.
 - b. Work with SANDAG to obtain a Calibrated Traffic Model which can be used for future traffic volume forecasting. Several iterations are typically required to finalize a calibration model. The fee estimate does not include the payment of SANDAG fees. It is assumed that the City will pay all fees.
3. Traffic Model Development – Existing General Plan (No Project Alternative)
 - a. Review the Year 2030 Traffic Model to ensure the existing General Plan land uses and Circulation Element network are correctly coded. This will necessitate a review of each traffic analysis zone (TAZ) within the City to ensure the land uses are correctly included.
 - b. Coordinate with SANDAG to obtain a Year 2030 Existing General Plan model run using the Calibrated Traffic Model.
4. Traffic Model Development – Proposed General Plan
 - a. Direct SANDAG efforts to input land use information into the model per the City's proposed General Plan. Ensure adjacent land uses within the City's Sphere of Influence are correctly included in the model consistent with the General Plans of neighboring jurisdictions, such as the City of San Marcos and the County of San Diego.
 - b. Direct SANDAG efforts to ensure that the proposed Circulation Element (network) is properly coded in the proper locations.
 - c. Direct SANDAG efforts to place TAZ centroid connectors at the proper locations.
 - d. Ensure the Traffic Model incorporates the Enhanced CEQA review components outlined in City Zoning Code Section 33-926.
 - e. Run the traffic model and obtain Year 2030 daily volumes with the proposed General Plan land uses and network.
 - f. Review the model output with City staff. Make manual adjustments as necessary for volumes that do not appear to be accurate. Prepare a table that lists the rationale for the changes made for each road segment where this was required.

City Engineer Traffic Scope of Work

The following text provides the City of Escondido Assistant City Engineer's modifications to the traffic impact analysis described above. The modifications are not reflected in the cost provided for LLG's scope of work in this City of Escondido General Plan Update EIR Scope of Work. As a result the foregoing LLG scope of work and cost will need to be revised to reflect the scope modification described below.

Objective: To satisfy the Environmental Impact Reports (EIR) requirements on General plan updates and to perform responsible, professional work in; research, compilation of data, analysis, studies, and environmental review procedures, as required by California law, including the California Environmental Quality Act (CEQA) and Land Use changes incorporating Enhanced CEQA Review outlined in Zoning Code Sec. 33-926., as appropriate and as described in the Scope of Services for the key issues for completing the Circulation Element requirements below:

1. Coordinate with SANDAG to develop model runs for the "**base year 2003**" based on recent traffic data from 2005 or later. Information will be provided by the City and any available counts available to LLG from their recent Traffic Impact Analysis (TIA's) conducted in the City of Escondido. No new traffic counts will be required, except for am & pm Turning Movement Counts (TMC's) at all intersections along El Norte Parkway.
2. Coordinate with SANDAG to develop "model runs" for the 2030 based on the corrected 2003 base year model; furthermore this analysis will include a model run of the proposed Circulation Element and Land Use changes.
3. Conduct a **Focused analysis** of the "Core Downtown Areas" (boundary of the focused area to be determined by the Traffic Engineer and staff after discussions) based on the am & pm peak hour evaluation of the intersections and 24 hr. Average Daily Counts (ADT's) for the roadway segments volume to capacity (v/c) ratio.
 - Traffic study will be based on "Complete Streets – AB 1358" full mobility analysis including all means of transportation. Traffic study will be based on full mobility analysis including all means of transportation taking into account proposed amended Traffic / Circulation Quality of Life Standard (Page 1-20).
 - The City's Bicycle and Pedestrian Master Plan is in the process of being updated, so duplication of effort in the GP Update should be minimized.
 - Determination of the impact of the am and pm peak hour traffic to intersections within the focused study areas. Evaluate the geometric adequacy of the intersections within the focused area.
4. Evaluate adequacy of the **circulation element roadways** (Arterials and Major roads) for the 2030 Forecast year. Update the Circulation Element Map based on the results to reclassify "certain" existing roadways to be discussed with staff.
 - Using Synchro 7 (or latest edition/updates) for the study intersections (approximately 40 intersections, final number **to be determined**), the City's Synchro model shall include the skeleton of all the prime and major roadways intersecting as shown on the existing circulation element map for future as-needed analysis. This "backbone Synchro model" will be spliced with the City's existing Synchro corridor model for Centre City Parkway. Make recommendations for intersection treatments or geometrics to maintain a general plan goal for level of service "C".
 - Provide segment v/c analysis for the study segments (final road segment number **to be determined**). Make recommendations for Circulation element upgrades to the roadway segments if any required to maintain built-out general plan goal for level of service "C".

5. Make recommendations for any environmental constraints, sneaker lanes (adequate transition length for thru and sneaker lane traffic to get by), and locations of traffic Signals for ultimate intersection improvements.
6. Include the "2010 Highway Capacity Manual" to develop an up-to-date Circulation Element GP Traffic Operations Analysis that is directly relevant to the facility planning and design methodology needs of engineers and planners in 2010 for the City of Escondido.
7. The analysis would specifically include as also mentioned previously:

Traffic Operations Analysis

Traffic analysis will document the operation of the study intersections using the Highway Capacity Manual (HCM) analysis methodology at signalized intersections and at unsignalized intersections. Existing conditions analysis will also document the operation of roadway segments based on daily traffic volumes. Deficient study intersections and roadway segments will be identified within the traffic analysis.

Traffic analysis will include the following scenarios which shall be shown in a table:

- Existing Conditions;
- Forecast Buildout without Circulation Plan Improvements Conditions; and
- Forecast Buildout with Circulation Plan Improvements Conditions.

Develop priority list to address immediate and near-term deficiencies.

8. Develop a new Circulation Map indicating all classified roadways and their designation (the City can assist in providing and/or editing the existing GIS Map), together with bulleted intersections subject to treatment. Separate exhibits could illustrate intersection treatments for the various deficient intersections.

Separate Study - Not a Part of the General Plan document.

9. A separate evaluation of certain areas of downtown proposed for modified roadway sections for alternative parking and/or traffic redirection such as elimination of the one-way street system. (extent of this part of the study will be determined through coordination with staff).

3.0 DRAFT EIR

PBS&J will prepare the First Screencheck Draft EIR document in full compliance with the California Environmental Quality Act (Public Resources Code §21000 et seq.), the CEQA Guidelines (California Code of Regulations §15000 et seq.), CEQA case law and any recent court decisions, and the ordinances, standards, and regulations of the City.

3.1 Proposed EIR Format

The General Plan Update EIR will be a program EIR, which is designed to generally analyze broad environmental effects of a program (e.g., general plan), while acknowledging that site-specific environmental review may be required for particular aspects or portions of the program when those aspects are proposed for implementation. The EIR will be prepared to address the environmental effects of the General Plan Update, Climate Action Plan (CAP), and Downtown Specific Plan. The General Plan Update planning area includes all areas within the City's boundary and Sphere of Influence (SOI), as well as some areas outside of the SOI.

PBS&J will work with the City to develop a format for the EIR that is user-friendly, provides meaningful results for long-term use, and is consistent with CEQA and the CEQA Guidelines. The discussion of each environmental topic in the EIR will have seven main sections:

- Existing Conditions
- Regulatory Framework
- Project Impacts and Determination of Significance
- Cumulative Impacts
- Significance of Impact Prior to Mitigation
- Mitigation, and
- Conclusion

The Existing Conditions section will be based on both information from the General Plan Update Technical Background Report and other information sources. The Regulatory Framework section will describe existing and proposed programs, ordinances, policies, and procedures that address each specific topic.

Project Impacts and Mitigation

The discussion of Project Impacts and Mitigation will be divided into subsections based on the CEQA Guidelines Appendix G Initial Study Checklist questions. Each of those subsections will provide greater clarity, ease of use, and organization for each environmental topic. PBS&J will prepare the impact analysis, regulatory framework, and mitigation measures mindful of the City's standards and regulations.

Each Project Impacts and Mitigation subsection will provide a plan-to-ground analysis. This impact analysis will begin with a discussion of those features of the project that would result in impacts (e.g. the proposed land use plan or circulation network). This description and potential impacts will be followed by how proposed policies and other project features would address potential impacts and in many cases avoid those impacts. Therefore, the focus of the EIR analysis will be the environmental impacts of the project as compared to baseline/existing conditions (as identified at release of the NOP) from implementation of the proposed General Plan Update. Each environmental topic section will also address any applicable Notice of Preparation (NOP) comments that are identified in the scope of work for the corresponding section.

Cumulative Impacts and Mitigation

The EIR will include a comprehensive analysis of cumulative impacts within each environmental topic section. The cumulative projects list used for the EIR will be consistent with the one used to develop the General Plan land use development scenarios. It is assumed that the cumulative project list will be provided to PBS&J by the City. The Cumulative Impacts section will address each of the environmental topic subsections addressed in the EIR. For each topic subsection, four questions will be addressed in the analysis:

1. What is the geographic context of the analysis?
2. Does a significant cumulative impact exist?
3. If so, what is the project's contribution, before implementation of program-level mitigation measures?
4. What is the project contribution after implementation of program-level mitigation measures?

3.2 Notice of Preparation

The Notice of Preparation (NOP) for the EIR was published in July 2010 and PBS&J has been provided with a copy of the comment letters received during the NOP public review period. PBS&J will compile these NOP responses in a tabular summary format that will be used to guide appropriate environmental topic analysis in the EIR. The tabular format will provide the location in the EIR where the issue raised in the NOP comment is addressed. This table, as well as a copy of the NOP and responses received, will be included as an appendix to the EIR.

Product:

- NOP comment letters table

3.3 EIR Scoping Meeting

City staff will conduct the EIR Scoping Meeting. Examples of Scoping Meeting information (announcement, comments, and meeting summary) will be provided to City staff for their use in preparing similar materials for this Scoping Meeting.

3.4 EIR Significance Thresholds

PBS&J will coordinate with City staff to develop significance thresholds for all environmental topics addressed in the EIR based on the CEQA Guidelines and other available sources, such as City or County of San Diego Significance Thresholds. These significance thresholds will be used as the basis for determining impacts in each of the environmental topics discussed in the EIR. PBS&J will submit one electronic copy of the EIR Significance Thresholds to City staff for review and make one set of revisions to the Significant Thresholds based on City comments.

Product:

- One electronic copy of the EIR Significance Thresholds

3.5 Draft EIR Scope of Work

PBS&J will prepare a draft EIR addressing the General Plan Update, CAP and Downtown Specific Plan in full compliance with all requirements of CEQA and the CEQA Guidelines as described above. Where applicable, the Draft EIR will use the information provided in the Technical Background Report. The EIR contents and related scope of work is described below.

3.5.1 Executive Summary

The Executive Summary will contain all elements required in CEQA Guidelines §15123. Specifically, the Executive Summary will include a brief description of the project; the project objectives; a summary of significant effects and mitigation measures in tabular form; a discussion of areas of controversy and issues to be resolved including community or agency issues; a discussion of issues to be resolved by the City Council; and an overview of the project alternatives evaluated in the EIR. The table listing the summary of significant effects and mitigation measures will list the impacts identified in the EIR, the significance of impacts before mitigation, mitigation recommended in the EIR, and the significance of impacts after mitigation. The Executive Summary will be prepared as part of the 2nd Screencheck Draft EIR.

3.5.2 Introduction

The Introduction will discuss the purpose and legal authority, scope and intended use of the EIR. It will also identify the lead, responsible and trustee agencies, provide an overview of the environmental review process. Finally, the Introduction will include a brief discussion of the organization of the EIR document.

3.5.3 Project Description

As part of developing the Project Description for the EIR, PBS&J will provide support and guidance to City staff in their development of updated General Plan policies. It is anticipated that the City's development of policies will be based on the constraints to development identified in the Focused Planning Area workshop, and the land use alternatives developed during the Land Use Alternative workshop described in the City of Escondido General Plan Update Planning Scope of Work, as well as other input City staff has received as part of their General Plan Update outreach program. PBS&J's work effort for this task includes the following.

1. Review the existing general plan policies and identify policies that are no longer in compliance with legislative requirements or consistent with recent court cases. Identify best practices that are missing from the document and graphics that would make the document more "user-friendly". As part of this review PBS&J will identify existing policies that lack feasibility, utility by staff and decision-makers, or clarity of language. The results of the review will be provided in a matrix of existing General Plan policies and suggested revisions. This effort does not include a rewrite of General Plan policies and is based on a 154-hour professional staff time budget.
2. Prepare for, facilitate, and participate in "brainstorming" sessions (assume two days) with City staff to define directions and themes for updating General Plan element goals and policies, a strategy for implementation programs, and the structure of the new general plan. Consult with City staff via teleconference prior the sessions to develop the agenda.
3. Prior to the session that will focus on greenhouse gas emissions, PBS&J and City staff will review the greenhouse gas reduction measures in the Climate Action Plan. At this session, PBS&J and City staff will determine the appropriate place to include the recommended measures in the new General Plan. The measures may be included as policies and/or implementation programs.

Subsequent to concurrence with City staff on the final draft version of the General Plan Update, PBS&J will prepare the EIR Project Description chapter. The Project Description will provide a discussion of the project's primary features, which include the General Plan, CAP and Downtown Specific Plan. PBS&J will rely on the City to furnish all information, both narrative and graphic, related to the Project Description. In addition, it is anticipated that the preparation of this section may involve working with the PBS&J planning team.

PBS&J will prepare this section to comply with all requirements of CEQA Guidelines §15124, including the project objectives and a complete list of all discretionary actions, decisions, and approvals subject to CEQA. The Project Description will also include a description of the project background and the process that led to the development of the General Plan Update; a description of the environmental setting; the project objectives; project components; a description of each of the General Plan elements and the Implementation Plan; and the identification of discretionary actions associated with the approval of the General Plan. It is anticipated that the project objectives will be developed in consultation with City staff.

The Environmental Setting will be prepared as described in CEQA Guidelines §15125 and will briefly describe physical conditions as they exist in the project vicinity with emphasis on conditions important to the analysis of impacts. This section will include a discussion of the project location, regional setting and general City characteristics.

3.5.4 Environmental Effects of the Proposed Project

PBS&J will prepare the environmental topic sections listed below in the format described above. The analysis will include the following topics.

1. Aesthetics
2. Agriculture and Forestry Resources
3. Air Quality
4. Biological Resources
5. Cultural Resources
6. Geology and Soils
7. Greenhouse Gas Emissions
8. Hazards and Hazardous Materials
9. Hydrology and Water Quality
10. Land Use and Planning
11. Mineral Resources
12. Noise

13. Population and Housing
14. Public Services
15. Recreation
16. Transportation and Traffic
17. Utilities, Service Systems and Energy

Aesthetics

PBS&J will prepare the Aesthetics section to evaluate the visual effects of the General Plan Update, CAP and Downtown Specific Plan to the extent allowed by available project information. This scope of work anticipates that the Aesthetics analysis will not include modeling, photo-simulations, and viewshed mapping. PBS&J will conduct the following tasks.

Existing Conditions

To prepare the existing conditions section, PBS&J will:

1. Conduct research and a field reconnaissance to describe the overall visual character of the City including major topographic features, areas of open space, suburban and urban development. Photograph and prepare a description of the visual characteristics of up to ten scenic resources. For roadways, the number of photographs included will be limited to key views along the roadway. A general description of views in the City, and a list of primary aesthetic resources will also be discussed.
2. List specific scenic resources, including Scenic Highways/Scenic Corridors that are designated by the State or have priority designation by the City and unique geologic features that contain aesthetic value, if applicable, based on information from existing information sources.
3. Describe each scenic resource within the City, including those designated in the existing General Plan, and any new scenic resources identified during the field reconnaissance. Scenic resources contribute to the unique character of the City and can include natural open spaces, scenic corridors, water bodies, historical areas, parks, trails, archaeological resources, and architectural features. The Old Escondido Historic District is an example of a scenic historic area.
4. Describe the public scenic vistas currently available in the City. Update the descriptions of scenic vistas identified in the existing General Plan, and describe vistas identified during the field reconnaissance. Scenic vistas include public views of open space areas and unique or historical areas.
5. Describe existing nighttime lighting in the City and discuss the City's proximity to the Palomar and Mount Laguna Observatories.
6. Describe the visual community character of the focused planning areas. This includes an overview of land uses and their organization in the planning area, as well as a list of the scenic resources and vistas found in each of the focused planning area. The section will refer to the detailed description of land uses in the Land Use section.
7. Characterize the existing "lighting" footprint of the various General Plan study areas, based on secondary information sources.

Regulatory Framework

PBS&J will prepare a discussion of policies and regulations that relate to aesthetics including the State Scenic Highways Program and any City ordinances or policies related to scenic vistas, scenic resources, visual character or quality and light and glare.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Aesthetics based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and the proposed analysis approach are listed below. Impacts will be evaluated in the context of existing and proposed City policies and regulations.

Threshold #1: Would the project have a substantial adverse effect on a scenic vista?

To address Threshold #1, PBS&J will:

1. Describe the definition of a scenic vista according to the City, as defined in the existing General Plan Community Open Space/Conservation Element or other city document.
2. Describe in general terms impacts that potential new development as proposed in the General Plan Update may have on the identified scenic vistas described in the existing conditions section based on the type of development proposed and the visual character of the view from the vista.
3. *Threshold #2: Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*
4. To address Threshold #2, PBS&J will:
5. Describe in general terms impacts that potential new development as proposed in the General Plan Update may have on the identified scenic resources and their associated viewsheds described in the existing conditions section based on the type of development proposed and the visual character of the view from the resource.

Threshold #3: Would the project substantially degrade the existing visual character or quality of the site and its surroundings?

To address Threshold #3, PBS&J will:

1. Generally describe the components of determining the visual character of the various General Plan study areas including topographic features (e.g. hillsides and ridgelines), land uses and vegetative cover.
2. Describe and evaluate on a programmatic level the overall visual character of specific GHG reduction measures including the placement of photovoltaic solar cells, wind turbines, and any potential aesthetic impacts associated with retrofitting existing buildings associated with the CAP.
3. Describe in general terms impacts that potential new development as proposed in the General Plan Update may have on the visual character of communities.

Threshold #4: Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

To address Threshold #4, PBS&J will:

1. Generally compare land use densities between existing conditions and the proposed General Plan Update.
2. Provide a general description of the new amount of light associated with future development that would occur in conformance with the proposed General Plan Update.
3. Describe general light and glare impacts that potential new development as proposed in the General Plan Update may have on these existing communities.
4. Generally describe the existing light conditions southwest of the Palomar Observatory, including proposed light sources associated with the General Plan Update.

5. Describe general light and glare impacts that potential new development as proposed in the General Plan Update may have on the Palomar Observatory.
6. Describe light and glare impacts and applicable existing and proposed City policies and regulations that would lessen this impact.

Agriculture and Forestry Resources

PBS&J will prepare this section of the EIR which will address the conversion of agricultural land and forest resources to development.

Existing Conditions

To prepare the existing conditions section, PBS&J will:

1. Review the state inventory of forest resources compiled by the California Department of Forestry and Fire Protection to determine if any areas within the General Plan Update planning area contain forest or timberland resources as defined by the state.
2. Conduct a review of the Department of Agriculture Soil Survey maps to determine the soil classification of soils within the General Plan Update planning area. Prepare a listing and description of soils that support various types of agricultural activity based on the soil capability classification.
3. Review a map provided by the City that overlays sensitive agricultural resources and sensitive biological resources to prepare a discussion of biological constraints on potential agricultural lands.
4. Identify that no lands under Williamson Act contract are located within the existing City boundary; however, they may be located in areas outside the City boundary but within the planning area of the General Plan Update. Conduct research with the County of San Diego to determine if any of these areas are under Williamson Act contract. If applicable, conduct research with regard to the Williamson Act and its applicability to land. Coordinate with the City to prepare a map identifying those areas where the Williamson Act applies to lands within the General Plan Update planning area using information provided by the County.

Regulatory Framework

PBS&J will prepare a discussion of policies and regulations that relate to agricultural resources including the Right to Farm Act, Williamson Act, Farmland Mapping and Monitoring Program, LESA Model and others.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Agricultural Resources based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and the proposed analysis approach are listed below. For all impacts which would exceed the significance thresholds, mitigation measures and strategies will be identified.

Threshold #1: 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?

To address Threshold #1, PBS&J will:

1. Discuss existing resources which are not currently farmed, for example active vs. inactive farmlands.
2. Describe in general terms the existing pressures on agricultural resources including a decrease in the amount of available land; the conflict between valuable agriculture land located and the

increased development which may occur there; and potential incompatibility between agricultural lands and newly developed surrounding lands.

3. Describe land use designation changes as proposed by the General Plan Update that may affect existing and proposed agricultural lands.
4. Describe potential direct and indirect impacts to agricultural resources from changed land use designations as proposed in the General Plan Update.

Threshold #2: Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

To address Threshold #2, PBS&J will:

1. Describe current zoning in the vicinity of existing and proposed agricultural designated areas; determine which existing and proposed agricultural designated areas will require an amendment to current zoning regulations; and discuss whether conversion is likely to occur. This analysis will be based on maps displaying this information provided by the City.
2. If applicable, discuss the regulations related to lands with Williamson Act contracts and those without Williamson Act contracts and discuss the effects of contracts which are not renewed.
3. If applicable, identify areas where compatibility issues may exist between Williamson Act Contract Land and adjacent areas where development could occur under the General Plan Update.
4. Describe in general terms impacts that land use designation changes as proposed in the General Plan Update may have on existing zoning of agricultural lands and Williamson Act contract lands.

Threshold #3: 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))?

Threshold #4: Would the project result in the loss of forest land or conservation of forest land to non-forest use?

To address Thresholds #3 and #4, PBS&J will:

1. Describe existing zoning for forest land within the City and discuss potential incompatibilities between these areas and the proposed land use designations identified in the General Plan Update.
2. Discuss the potential subdivision of forest land and the associated increase in potential for loss of forest resources.
3. Discuss potential indirect impacts to forest land due to other changes to the existing environment and incompatible adjacent land uses.

Threshold #5: 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?

To address Threshold #5, PBS&J will:

1. Describe existing agricultural land uses that lie within current and proposed Land Use Designations in the General Plan Update and discuss potential incompatibilities between the agricultural land uses and the proposed land use designation in the General Plan Update.
2. Discuss the subdivision of existing farmland and the increase potential for loss of agricultural resources.

3. Discuss Local Agency Formation Commission (LAFCO) policy regarding loss of Prime Soils and evaluate the proposed project based on that policy.
4. Discuss potential indirect impacts to agricultural resources due to other changes to the existing environment, incompatible adjacent land uses, and subdivision of existing agricultural resources.
5. Describe existing forest land uses that lie within current and proposed Land Use Designations in the General Plan Update and discuss potential incompatibilities between the forest land uses and the proposed land use designation in the General Plan Update.
6. Discuss potential indirect impacts to forest land due to other changes to the existing environment and incompatible adjacent land uses.

Air Quality

PBS&J will prepare the air quality section using information from an Air Quality Technical Study found in the *Technical Background Report* and the CAP, both prepared by PBS&J. The technical study will provide supporting calculations and data and will identify potential mitigation measures and/or programs that can be implemented within the General Plan Update. This report will be included in the EIR as an appendix. In addition, certain air pollutant emissions calculations and other City-wide pollutant data identified in the CAP will be used to prepare the EIR air quality discussion.

Existing Conditions

To prepare the existing conditions section, PBS&J will:

1. Describe the climate, wind flow, and meteorology influencing the area's pollution based on information available from the San Diego Air Pollution Control District (SDAPCD) and the City of Escondido. Data will include annual average temperature and precipitation.
2. Describe existing background ambient air quality measurements based on air quality monitoring station information, attainment status of the San Diego Air Basin (Basin), the status of attainment/maintenance plans, recent trends in emissions and air quality, and existing sources of criteria and toxic emissions.
3. Define toxic air contaminants and identify existing sources of toxic air contaminants in the City based on secondary information sources.
4. Inventory land uses in the city that are especially sensitive to air pollution (e.g., day care centers and schools).
5. A summary of current air quality management efforts in the City that may be related to the General Plan update will be provided, such as requirements to control fugitive dust during construction.

Regulatory Framework

Prepare a discussion of policies and regulations that relate to air quality including federal, state and local regulations, including a list of the relevant standards and policies that relate to air quality in the Basin, such as the National Ambient Air Quality Standards, the California Ambient Air Quality Standards, the SDAPCD Regional Air Quality Strategy and CARB State Implementation Plan.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Air Quality based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and the proposed analysis approach are listed below. For all impacts which would exceed the significance thresholds, mitigation measures and strategies will be identified. PBS&J will summarize the information described below in the EIR.

Threshold #1: Would the project conflict with or obstruct implementation of the applicable air quality plan?

To address Threshold #1, PBS&J will:

1. Evaluate the General Plan Update for applicability and conformance relative to the currently adopted State Implementation Plan (SIP), the current attainment plan for the 8-hour National Ambient Air Quality Standards (AAQS) for ozone, and the Regional Air Quality Strategy (RAQS). These air quality plans address ozone attainment.
2. Evaluate consistency of the General Plan Update's growth projections with the SANDAG growth projections that are accounted for in the current air quality plans, and evaluate whether the General Plan Update will require additional consultation with the APCD to update the attainment plan and air quality plans to include current growth projections.
3. Analyze and compare population and growth trends and projections between the SANDAG 2050 Regional Growth Forecast (Series 12) projections and the General Plan Update.
4. Evaluate consistency of the General Plan Update with the APCD's particulate matter reduction plan.
5. Discuss Smart Growth concepts that reduce vehicle miles traveled by clustering growth around the existing town center, services, and jobs.

Threshold #2: Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?

To address Threshold #2, PBS&J will:

1. Evaluate impacts from construction associated with development of the General Plan Update land use designations. In addition, this evaluation will address emission control measures designed to reduce short-term construction impacts.
2. Quantify vehicular emissions for criteria pollutants based on projected vehicle miles traveled (obtained from the Traffic Impact Analysis) within the City using EMFAC2007, which provides the most recently updated emission factors and estimates for the region and evaluate whether projected emissions are consistent with emissions budgets for on-road mobile sources within the City as estimated by SANDAG and the Air Resources Board (ARB). In consultation with the City, PBS&J will determine whether the default BURDEN function or other assumptions used in the EMFAC2007 model will be more appropriate to use for the calculation of City-wide emissions.
3. Conduct modeling using the CALINE4 model to evaluate the potential for up to four congested intersections (LOS E or greater) to exceed the CO emissions standard. This analysis may be designed in the same manner as the South Coast Air Basin's (SCAB) CO attainment demonstration where the four most congested intersections within the SCAB were modeled to demonstrate that no CO "hot spots" would result from future traffic congestion.
4. Coordinate with the Air Pollution Control District (APCD) to identify stationary sources within the City and assess whether the General Plan Update would result in conflicts with existing or proposed new stationary sources.
5. Evaluate cumulative impacts to the City's air quality based on projected City-wide emissions.
6. Describe how the project will reduce criteria air pollutants on a regional level, but may impose localized impacts due to particular reduction strategies in the CAP. Reduction strategies associated with land uses such as mixed use and transit oriented development may reduce vehicle miles traveled and vehicle trips on a regional level, but increase air pollutants in the immediate vicinity of these types of land uses.

7. Evaluate on a programmatic level potential localized air quality impacts generated by specific GHG reduction strategies using the most current available methodologies from CARB and/or local air districts. Compare estimated emissions to district thresholds to determine if construction or operation activities of the project will exceed local significance criteria.
8. Recommend programmatic mitigation measures as appropriate to reduce localized impacts to the greatest extent feasible.

Threshold #3: Would the project 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)?

To address Threshold #3, PBS&J will:

1. Evaluate the General Plan Update's contribution to nonattainment pollutants, including ozone precursors (NO_x) and reactive organic gases (ROG) and particulate matter (PM₁₀ and PM_{2.5}). The analysis will consider current and future emission projections contained within the attainment plan for ozone and the APCD's programs for reducing particulate matter.
2. Address whether the General Plan Update is consistent with these plans and identify measures to include in the General Plan Update where appropriate.

Threshold #4: Would the project expose sensitive receptors to substantial pollutant concentrations?

To address Threshold #4, PBS&J will:

1. Identify sensitive receptors within the City that may be subject to exposure of pollutant concentrations given the General Plan Update's proposed growth and development. The analysis will discuss potential land use changes and will consider the ARB's guidelines on land use compatibility to develop land use policies that will avoid siting sensitive receptors near activities that generate substantial emissions of criteria and/or toxic air pollutants.
2. Discuss the existing background health and cancer risks within the San Diego Air Basin.
3. Conduct PM_{2.5} analysis using diesel truck vehicle miles traveled, combustion, and estimated number of truck trips, as derived from the general vehicle miles traveled analysis.
4. Describe the potential issues and impacts associated with roadways, industrial areas, and major commercial developments on sensitive receptors.
5. Obtain addresses and/or a map from APCD of existing Title V Point Source areas and compare this information with areas where there are increases and decreases in density within a specified radius of the point source areas.
6. Discuss APCD regulations which regulate point source emissions such as gas stations and APCD's permitting process for sensitive receptors.

Threshold #5: Would the project create objectionable odors affecting a substantial number of people?

To address Threshold #5, PBS&J will:

1. Identify land uses that are considered sources of odor emissions within the City.
2. Identify potential land use compatibility issues related to odor. The analysis will consider land uses identified in the Agriculture and Forestry Resources section as well as commercial/public service uses, such as wastewater treatment plants and other odor sources.
3. Discuss different categories of commercial land uses adjacent to residential areas proposed in the General Plan Update and the review process for intensive industrial uses.

Biological Resources

PBS&J will prepare this section to evaluate the impact of the General Plan Update, CAP and Downtown Specific Plan on biological resources. No field work will be performed as part of this section. PBS&J will conduct the following tasks.

Existing Conditions

To prepare the existing conditions section, PBS&J will:

1. Confirm the City's existing biological resources information through a review of the following resources and databases:
 - a. The California Department of Fish and Game (CDFG) Natural Diversity Database (CNDDDB).
 - b. U.S. Fish and Wildlife Service's (USFWS) Online Candidate, Proposed, Threatened, and Endangered Species Database.
 - c. Updated lists of California reptile, amphibian, bird, and mammal Species of Special Concern from the CDFG.
 - d. The California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California.
 - e. Listings of State or Federal endangered, threatened, or rare plants and animals and information regarding ranges and habitat requirements.
2. Prepare a discussion regarding biological resources based on the foregoing research and include all identified biological resources in tabular form. The table will include the species sensitivity status, preferred habitat types, and the likelihood of occurrence in the City, based on the City's Draft Multiple Habitat Conservation Plan (MHCP) Subarea Plan.
3. Identify species that are included in the MHCP area plan as covered species. Descriptions of each habitat identified for the City in the Draft MHCP Subarea plan will also be provided and any areas designated for protection will be identified.

Regulatory Framework

4. PBS&J will prepare a discussion of policies and regulations that relate to biological resources including federal, state and local regulations, such as USFWS and CDFG requirements. Both the Draft Escondido Subarea Plan implementing the Multiple Habitat Conservation Program (MHCP) and the County's Multiple Species Conservation Program (MSCP) will be discussed. The status and estimated timeline for adoption of the MHCP Subarea Plan will also be included.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Biological Resources based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and the proposed analysis approach are listed below. For all impacts which would exceed the significance thresholds, mitigation measures and strategies will be identified.

Threshold #1: 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 U.S. Fish and Wildlife Service?

To address Threshold #1, PBS&J will:

1. Review all critical habitat areas as determined by the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) within the City and review existing habitat mapping and species location occurrences as identified in the existing conditions information described above.
2. Summarize the amount of sensitive habitat and sensitive species located within preserved areas based on data obtained from GIS maps provided by the City.
3. Qualitatively discuss impacts to habitat and potential distribution of sensitive species as a result of implementation of the General Plan Update.
4. Discuss indirect impacts to sensitive species including light, noise, edge effects, and non-native and exotic species.

Threshold #2: Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?

To address Threshold #2, PBS&J will:

1. Qualitatively discuss potential development impacts to riparian/wetland habitat associated with the General Plan Update.
2. Review the requirements for wetland buffer areas based on City and agency criteria. Discuss potential development impacts within buffer areas that would result in a potential impact to riparian/wetland habitat.
3. Potential effects on "other sensitive natural communities" will be addressed above under Threshold #1.

Threshold #3: Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, etc.) through direct removal, filling, hydrological interruption, or other means?

To address Threshold #3, PBS&J will:

1. Determine the potential for an adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act to occur to existing wetlands areas, as identified in subtasks (a) and (b) for Threshold #2, above through a review of the proposed land use map and a wetland map provided by the City.
2. Provide a general discussion of the potential impacts resulting from construction of potential new development as proposed in the General Plan Update.

Threshold #4: 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?

1. Review migratory paths and wildlife corridors delineated in the Draft Escondido Subarea Plan and the County MSCP.
2. Coordinate with City Staff to assist the City in the preparation of a GIS map showing migratory paths and wildlife corridors in the City and surrounding areas based on results of the analysis in task a under Threshold #4 above using a GIS base map provided by the City.
3. Coordinate with City Staff to assist the City in the preparation of a map which overlays the migratory paths and wildlife corridors map prepared in task b under Threshold #4 above with proposed land use designations which would occur within identified and potential wildlife corridors and habitat linkages.

4. Describe general impacts that land use designations, as well as land use designation changes as proposed in the General Plan Update, may have on identified and potential wildlife corridors and habitat linkages.
5. Discuss the potential impacts of habitat fragmentation.

Threshold #5: Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

To address Threshold #5, PBS&J will:

1. Discuss the General Plan Update consistency with City policies including the Approved Street Tree List, the Master Plan for Parks, Trails and Open Space, the Municipal Code and any applicable ordinances.
2. Discuss the potential for General Plan Update to change regulations that would provide additional protection to biological resources.

Threshold #6: 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?

To address Threshold #6, PBS&J will:

1. Review information provided in the adopted County of San Diego MSCP and draft Escondido MHCP Subarea Plan and North San Diego County MSCP Subarea Plan.
2. Discuss how the General Plan Update may conflict with the current planning process for the City's Draft MHCP Subarea Plan and North San Diego County MSCP Subarea Plan and discuss potential impacts to the existing adopted San Diego County MSCP from implementation of the General Plan Update.

Cultural Resources

PBS&J will prepare this section to evaluate the impact of the General Plan Update, CAP and Downtown Specific Plan on cultural resources, including historic, archaeological, paleontological, and unique geologic resources. Mapping the probabilities and/or sensitivities of cultural resources throughout the City is not included in this scope of work. A general comparison of potential impacts to cultural resources resulting from the General Plan Update will be included. PBS&J assumes that the City will consult with appropriate Native American Bands in accordance with SB 18. PBS&J will conduct the following tasks.

Existing Conditions

To prepare the existing condition section, PBS&J will:

1. Review the City of Escondido's list of historic resources, compiled from a survey completed in 1990 and updated in 2001, and other existing relevant City documents.
2. Conduct a modified record search at the South Coast Information Center to obtain general information regarding the location, frequency and patterns of known archaeological sites within the General Plan Update area.
3. Request a Sacred Lands File (SLF) search from the Native American Heritage Commission (NAHC) to determine the presence or absence of Native American resources and sacred sites within the project area. Thereafter, an information request package will be sent to the Native American contacts provided by the NAHC. The information scoping package will contain a description of the project, various location maps, and a request for information about the presence or absence of resources not listed in the NAHC SLF.

4. Prepare a concise prehistory and history description of the City based on secondary information sources. The description will identify known cultural resources and previous cultural resource surveys, discuss archaeological resource potential and sensitivity, describe building and architecture types and districts in the City, summarize findings. Major cultural, architectural, and historic features will be identified and graphically illustrated where feasible and where confidentiality of prehistoric resource locations are not compromised.
5. Discuss the potential sensitivity of the City for the discovery of paleontological resources based on previous studies conducted in the City, and regional information from the County of San Diego, the San Diego Natural History Museum and U.S. Geological Survey. A discussion of the regional soil types that typically contain paleontological resources will be included and their presence in the city will be identified.
6. Prepare an existing condition section based on the information obtained as part of tasks 1 – 5 above under Existing Conditions.

Regulatory Framework

PBS&J will prepare a discussion of federal, state and local policies and regulations that relate to archaeological, historical, and paleontological resources.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Cultural Resources based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and the proposed analysis approach are listed below. For all impacts which would exceed the significance thresholds, mitigation measures and monitoring programs will be identified and discussed.

Threshold #1: Would the project cause a substantial adverse change in the significance of an historical resource as defined in State CEQA Guidelines §15064.5?

To address Threshold #1, PBS&J will:

1. Describe in general terms impacts that potential new development as proposed in the General Plan Update may have on historic resources identified in the existing conditions section. Such impacts shall include the destruction of a resource, disturbance of a resource, or any alteration of characteristics or elements of a resource that cause it to be significant in a manner not consistent with the Secretary of Interior Standards.
2. Evaluate the potential for energy efficiency retrofits of historic buildings (as identified in the CAP) to degrade the historic integrity of the buildings.
3. Recommend programmatic level mitigation to reduce any identified impacts to less than significant.

Threshold #2: Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to State CEQA Guidelines §15064.5?

To address Threshold #2, PBS&J will describe in general terms impacts that potential new development as proposed in the General Plan Update may have on the archaeological resources identified in the existing conditions task above. Such impacts shall include the destruction or disturbance of an archaeological site, or any portion of an important archaeological site that contains or has the potential to contain information important to history or prehistory.

Threshold #3: Would the project disturb any human remains, including those interred outside of formal cemeteries?

To address Threshold #3, PBS&J will:

1. Discuss in general terms where human remains are typically found.
2. Discuss how disturbance to human remains is avoided.
3. Discuss how construction monitoring and compliance with Health and Safety regulations and SB 2641 would lessen potential impacts to human remains from development.

Threshold #4: Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

To address Threshold #4, PBS&J will:

1. Describe in general terms the impacts to paleontological resources that would occur from potential new development proposed in the General Plan Update.
2. Discuss the potential for unique geologic features to require further evaluation, and the importance for other features to be added as they are discovered and evaluated.
3. Describe in general terms the impacts that potential new development as proposed in the General Plan Update may have on the identified unique geologic features from subtask (b) above. This discussion will be limited to whether the feature provides a scientific contribution (i.e. fault feature, erosion, unique formation). A feature's aesthetic contribution will be discussed in the Aesthetics section.

Geology and Soils

PBS&J will prepare this section to evaluate the impact of the General Plan Update, CAP and Downtown Specific Plan on geology and soils. After the analyses discussion, a comparison of potential geologic hazards impacts resulting from the General Plan Update will be included. PBS&J will conduct the following tasks.

Existing Conditions

To prepare the existing condition section, PBS&J will:

1. Review existing secondary information sources to inventory the City's geologic conditions and seismic hazards including the California Department of Conservation, published technical journals, Internet resources, in-house information, as well as geotechnical reports and other information from the City of Escondido.
2. Map the area geology at a reconnaissance level for the City of Escondido. Liquefaction hazards, landslide hazards, subsidence hazards, expansive soil hazards, buildings at risk locations, and fault zone maps will be produced or updated as needed, and confirmed for inclusion in the updated General Plan based upon available information from City documents.
3. Describe the regional seismic setting and identify seismic hazards that exist in the city, based on the updated geologic hazard maps.

Regulatory Framework

PBS&J will prepare a discussion of federal, state and local policies and regulations that relate to geologic hazards, including regulations for minimizing risks, such as the California Building Code.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Geology and Soils based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and the proposed analysis approach are listed below. Standard processes and state requirements will be discussed in the applicable sections. For all impacts which would exceed the significance thresholds, mitigation measures, such as detailed geotechnical evaluations for specific projects, will be identified and discussed.

Threshold #1: Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; and landslides?

To address Threshold #1, PBS&J will describe impacts in general terms based on the potential for geologic hazards to impact new development as proposed in the General Plan Update using the proposed land use map and information provided in the existing conditions section.

Threshold #2: Would the project result in substantial soil erosion or the loss of topsoil?

To address Threshold #2, PBS&J will:

1. Reference the analysis for Threshold #3 in the Hydrology and Water Quality section.
2. Describe impacts in general terms that potential new development as proposed in the General Plan Update may have on soil erosion and topsoil loss.

Threshold #3: 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 off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

To address Threshold #3, PBS&J will describe impacts in general terms based on the potential for geologic hazards related to unstable soils to impact new development as proposed in the General Plan using the proposed land use map and information provided in the existing conditions section.

Threshold #4: Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

To address Threshold #4, PBS&J will describe impacts in general terms based on the potential for geologic hazards related to expansive soils to impact new development as proposed in the General Plan using the proposed land use map and information provided in the existing conditions section.

Threshold #5: 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?

To address Threshold #5, PBS&J will:

1. Characterize and define areas where septic tanks and alternative waste water disposal systems would be used based on proposed land use designations and the location of existing and proposed sewer systems in the City. Coordinate with City staff to assist the City in preparing a map that shows where septic systems may be needed and feasible to accomplish wastewater disposal.
2. Discuss how septic tanks and alternative waste water disposal systems are sited and permitted based on County Department of Health regulations.
3. Describe impacts in general terms based on the information described above in tasks a. and b., and how they would affect potential new development as proposed in the General Plan Update as it pertains to septic tanks and alternative waste water disposal systems.

Greenhouse Gas Emissions

This section of the EIR will examine the potential for the General Plan Update, CAP and Downtown Specific Plan to result in an increase in greenhouse gas emissions, which are critical to the analysis of global climate change. The analysis will be based on information provided in the CAP and Air Quality Technical Report. PBS&J will conduct the following tasks.

Existing Conditions

To prepare the existing condition section, PBS&J will:

1. Review and incorporate appropriate information regarding greenhouse gas emissions (GHG) found in the CAP, and Air Quality Technical Report into the Greenhouse Gas Emissions Section existing conditions discussion.
2. Provide a brief overview of global climate change and how GHG emissions affect climate change.
3. Discuss each of the common GHG emissions including carbon dioxide, methane, nitrous oxide, and fluorinated gases.
4. Discuss GHG emissions in terms of global, national, state and local emissions.
5. Identify the potential effects of global climate change on the environment, including higher temperatures, rising sea levels, shrinking glaciers, shifts in plant and animal ranges, etc.

Regulatory Framework

PBS&J will prepare a discussion of international, federal, state and local policies and regulations that relate to GHG, including the Intergovernmental Panel on Climate Change (IPCC), Lieberman-Warner Climate Security Act, Executive Order S-01-07, Assembly Bill 32 and Senate Bill 375.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Greenhouse Gas Emissions based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and the proposed analysis approach are listed below. For all impacts which would exceed the significance thresholds, mitigation measures will be identified and discussed.

Threshold #1: Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Threshold #2: Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

To address Thresholds #1 and #2, PBS&J will:

1. Summarize the GHG inventory that was included in the CAP. The inventory will include mobile sources (construction equipment and motor vehicle traffic) and direct/indirect stationary sources (fuel combustion used for heating, maintenance equipment, and electricity generation). If readily available, emission estimates from solid waste and water use will also be included.
2. Evaluate the policies included in the CAP and Elements within the General Plan Update for consistency with the emission reduction strategies recommended by the California Climate Action Team (CCAT), the California Air Pollution Control Officers Association (CAPCOA), and the California Attorney General and other emission reduction strategies, as applicable.
3. Discuss whether the General Plan Update would help or hinder attainment of the state's goals of reducing GHG emissions to 1990 levels by the year 2020 as stated in AB 32. The General Plan Update may be considered to help attainment of the state's goals by being consistent with any plans adopted to implement AB 32.
4. Provide mitigation strategies to reduce GHG emissions if the General Plan Update is determined not to be consistent with applicable regulatory strategies to reduce GHG emissions. This could include vehicle mile reduction, energy/water conservation measures, LEED certification, carbon sequestration, or contribution to available regional, state, national, or international mitigation programs such as reforestation, tree planting, or carbon trading to reduce GHG impacts to a less than significant level. Also, provide a discussion of how the reduction target sets a less than significant level of GHG emissions, how the reduction measures meet the reduction target, and

how the Climate Action Plan meets the criteria for CEQA tiering outlined in CEQA Guidelines §15183.5. This is a new section in the CEQA Guidelines update that provides the required elements of a Climate Action Plan that are needed to utilize CEQA tiering of future development projects.

5. Provide a qualitative discussion of the potential consequences that climate change may have on the General Plan area, using readily available information compiled from available sources including the 2008 San Diego Foundation Regional Focus 2050 Study: Climate Change Related Impacts in the San Diego Region by 2050.

Hazards and Hazardous Materials

PBS&J will prepare this section to evaluate the impact of the General Plan Update, CAP and Downtown Specific Plan on hazards, such as wildfire and airports. This section will also examine the potential for man-made hazardous materials to be present within the City and its effect on future development. The potential for hazardous materials to be used during construction of proposed development will also be evaluated. These subjects will be based on information obtained through research. In addition, a comparison of potential hazardous impacts and impacts to public safety resulting from the General Plan Update will be included. PBS&J will conduct the following tasks.

Existing Conditions

To prepare the existing condition section, PBS&J will:

1. Document information pertaining to the presence of toxics and hazardous materials in the City of Escondido based on information provided in existing technical studies and research, including Fire Department records. Review readily available environmental reports and documents provided by the City or obtained through public files and records at public agencies regarding assessment of potential hazardous material contamination impacts. Sources of information will include, but are not limited to, the California Department of Toxic Substances Control, the Regional Water Quality Control Board, and available relevant documents from the City of Escondido. As part of this research the existing General Plan Noise, Air Quality, and Safety Elements will be reviewed. In addition, any existing hazardous materials response plans will be identified.
2. Describe in general terms the transport, use, and disposal of hazardous materials within the City.
3. Discuss in general terms the historical and current uses of land within the City and the potential for hazardous materials or contaminated soils to exist based on secondary information sources.
4. Identify recent hazardous material accidents and describe the actions taken after the accident was reported through research at the County Department of Environmental Health.
5. Review an inventory map of large and major listed sites compiled by the City pursuant to Government Code Section 65962.5 (Cortese List), and generally describe the results of this inventory.
6. Identify the closest airports (both public and private airstrips) and their locations within and adjacent to the City's boundaries. The Airport Land Use Compatibility Plans for these airports will be reviewed, if appropriate, to determine the portions of the City that may fall within a noise contour or safety zone of a nearby airport. Areas within two miles of private airports will also be identified, such as the Lake Wohlford Resort airport.
7. Identify fire hazards in the City based on information from CAL FIRE and the City of Escondido Fire Department. Describe potential wildland fire locations using California Fire Hazard Severity Maps, Department of Forestry and Fire Protection maps, and Fire Resource and Assessment Program (FRAP) maps, as available. As part of this discussion potential fire risks will be described, including those in open space areas surrounding the City and in built urban areas.

8. Discuss the definition of the Wildland Urban Interface and measures used to protect property as identified by the City Fire Department.
9. List and describe existing Emergency Response and Evacuation Plans, such as the San Diego County Multi-Jurisdiction Hazard Mitigation Plan.

Regulatory Framework

PBS&J will prepare a discussion of federal, state, and local regulations which govern the use, storage, transportation, and disposal of hazardous materials, protection against wildfires, and hazards associated with airports. Discuss existing regulations associated with hazards and hazardous materials, including regulations for minimizing risks, such as the California Fire Code.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Hazards and Hazardous Materials based on the significance thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold is listed below along with an analysis approach to address the threshold. For all impacts which would exceed the significance thresholds, mitigation measures will be identified and discussed.

Threshold #1: Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

To address Threshold #1, PBS&J will:

1. Describe in general terms the hazardous materials which are transported, used, or disposed of within the City and how these materials are transported, used, and/or disposed.
2. Refer to the agencies and regulations which manage hazardous materials use and transportation as part of the impact analysis.
3. Describe in general terms impacts that hazardous materials may have on potential new development as proposed in the General Plan Update.

Threshold #2: 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?

To address Threshold #2, PBS&J will:

1. Based on hazardous material accident history provided in the existing conditions section, describe the potential for future hazardous materials accidents and the potential for an accidental release of hazardous materials to significantly impact the public in the context of the General Plan Update.
2. Discuss the City's Emergency Response and Evacuation Plans.

Threshold #3: 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?

To address Threshold #3, PBS&J will:

1. Review maps provided by the City which illustrate proposed land uses within one-quarter mile of existing and proposed schools in the City.
2. Evaluate whether these land uses would transport, use, or dispose of hazardous materials.

Threshold #4: 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?

To address Threshold #4, PBS&J will:

1. Discuss the common hazards associated with the various types of uses identified in the list of hazardous materials sites described in the existing conditions section.
2. Evaluate the potential for these sites to create a significant hazard to potential development as proposed in the General Plan Update.

Threshold #5: 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?

To address Threshold #5, PBS&J will identify that the General Plan Update is not located within an airport land use plan or within two miles of a public or military airport and determine that safety hazards for people residing or working in the project area would not occur. The nearest public and military airports to the City will be identified.

Threshold #6: 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?

To address Threshold #6, PBS&J will:

1. Describe the General Plan Update's proposed land use designations in the vicinity of private airstrips within the City's General Plan boundary such as the airstrip at Lake Wohlford and the Palomar Hospital helipad.
2. Research the safety standards employed at private airstrips within the City's General Plan boundary.
3. Evaluate the safety standards in relation to the proposed land uses designations.

Threshold #7: Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

To address Threshold #7, PBS&J will:

1. Evaluate relevant response or evacuation plans based on the General Plan Update's proposed land use designations.
2. Evaluate in general terms emergency access for areas served by dead end roads and the need to provide secondary access roads in the context of the City's Fire Code standards and General Plan Update policies regarding interconnected road networks to improve emergency access.

Threshold #8: 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?

To address threshold #8, PBS&J will:

1. Determine the existing and future (based on the General Plan Update) approximate population which would be exposed to high fire wildland areas using the maps from the existing conditions section and population data found in the Technical Background Report.

2. Discuss the potential increase or decrease of wildland fire risk based on the General Plan Update.
3. Discuss impacts to emergency services by identifying the need for new facilities based on response time and population/structure density and discussing Proposition 13 limitations on funding for these services. In addition, list potential mechanisms for emergency service funding in perpetuity.
4. Discuss impacts to emergency access including Title 14 secondary access requirements (a response time model that is based on the most direct route rather than secondary access), access ordinances, fire code access requirements, and "shelter in place" characteristics.
5. Discuss in general terms the adequacy and availability of water supply for fire fighting efforts. This discussion will cross-reference, as applicable, the Water Supply discussion within the Utilities and Service Systems section.
6. Discuss programs currently in place such as the City Fire Code, coordination among Fire Districts, and Automatic Aid Agreements.
7. Discuss mitigation measures that include building design management; ignition resistant construction and fire protection systems; defensible space; vegetation and landscaping management requirements; and future programs such as public education and the development of City regulations/standards.

Hydrology and Water Quality

PBS&J will prepare this section to evaluate the impact of the General Plan Update, CAP, and Downtown Specific Plan on drainage, groundwater resources, and water quality. A comparison discussion of potential impacts to drainage, groundwater, and water quality resulting from the current General Plan and from the General Plan Update will be included. PBS&J will conduct the following tasks.

Existing Conditions

To prepare the existing conditions section, PBS&J will:

1. Prepare a general description of the existing surface water quality in the City based on research at the Regional Water Quality Control Board, including a review of the Clean Water Act Section 303(d) list of impaired waterbodies, and other sources.
2. Discuss in general terms current groundwater extraction operations and active wells within the General Plan Update planning area, including both public and private sources based on secondary information sources.
3. Review the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps for the planning area and describe areas located within a 100-year flood hazard area.
4. Determine which areas within the General Plan Update planning area have been mapped as dam inundation areas.
5. Coordinate with City Staff to assist the City in the preparation of a GIS map illustrating 100-year floodplain areas and dam failure inundation areas.

Regulatory Framework

PBS&J will provide a detailed description of the regulatory background pertaining to water quality, including federal, state and local regulations, plans and policies, such as the San Diego Basin Plan, Watershed Urban Runoff Management Plan (WURMP), City's Jurisdictional Urban Runoff Management Plan (JURMP), Standard Urban Stormwater Management Plans (SUSMP), Low Impact Development (LID) requirements, and other applicable plans, policies, and ordinances and related permits.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Hydrology and Water Quality based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and a proposed analysis approach are listed below. For all impacts which would exceed the significance thresholds, mitigation measures and strategies will be identified. Mitigation measures for water quality will be described based on the implementation of Best Management Practices (BMPs) focused on reducing impacts to water quality as a result of construction activities and operation of individual projects.

Threshold #1: Would the project violate any water quality standard or waste discharge requirements?

To address Threshold #1, PBS&J will:

1. Summarize the issues associated with surface water quality and refer to applicable plans and regulations described in the Regulatory Framework Section for this topic. This section will be subdivided into two sections : impacts from construction activities and impacts following construction.
2. Summarize the issues associated with groundwater quality based on information provided in applicable plans and regulations described in the Regulatory Framework Section for this topic.
3. Discuss the industrial waste discharge requirements applicable to obtaining a permit from the Industrial Waste Program to discharge contaminated groundwater into the City's sewer system.

Note: Waste discharge requirements associated with wastewater will be addressed in the Utilities and Service Systems Section, described below.

Threshold #2: Would the project 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)?

To address Threshold #2, PBS&J will:

1. Summarize the issues associated with groundwater supply and refer to applicable plans and regulations described in the Regulatory Framework Section for this topic.
2. Explain that water supply demand associated with development under the General Plan Update will be met primarily through water provided through the City's water system and not groundwater sources. The City doesn't participate in any groundwater storage or recharge programs. Water supply will be addressed in the Utilities and Service Systems Section.
3. Discuss in general terms how the additional development associated with the General Plan Update would have the potential to affect groundwater recharge due to an increase in impervious surfaces.

Threshold #3: Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

To address Threshold #3, PBS&J will discuss drainage impacts associated with implementation of the General Plan Update and applicable existing and proposed City policies and regulations that would lessen impacts, specifically erosion and siltation impacts. This section will be subdivided into impacts from construction activities and impacts following construction.

Threshold #4: Would the project 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?

To address Threshold #4, PBS&J will discuss drainage impacts and applicable existing and proposed City policies and regulations that would lessen impacts, specifically impacts due to hydrological changes. This section will be subdivided into impacts from construction activities and impacts following construction.

Threshold #5: Would the project 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?

To address Threshold #5, PBS&J will discuss drainage impacts and applicable existing and proposed City policies and regulations that would lessen impacts, specifically impacts due to increased runoff and capacity of stormwater facilities.

Threshold #6: Would the project otherwise substantially degrade water quality?

To address Threshold #6, PBS&J will summarize the discussion in previous impact analysis and mitigation sections discussed above.

Threshold #7: 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?

See discussion under Threshold #8 below.

Threshold #8: Would the project place within a 100-year flood hazard area structures which would impede or redirect flood flows?

To address Thresholds #7 and #8, PBS&J will:

1. Discuss the proposed land use designations within areas mapped as high potential for 100-year flood.
2. Describe potential impacts of land uses within these areas.
3. Discuss applicable existing and proposed City policies and regulations that would lessen potential flood impacts.

Threshold #9: 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?

To address Threshold #9, PBS&J will:

1. Review the proposed land use designations within these areas in dam inundation areas.
2. Describe potential impacts of land uses within these areas.
3. Discuss applicable existing and proposed City policies and regulations that would lessen potential flood impacts due to dam or levee failure.

Threshold #10: Would the project expose people or structures to a significant risk of loss, injury, or death involving inundation by seiche, tsunami, or mudflow?

To address Threshold #10, PBS&J will:

1. Discuss the potential for areas to be inundated by seiche, tsunami, or mudflow and the potential for impacts based on the proposed land uses in these areas.
2. Discuss applicable existing and proposed City policies and regulations that would lessen potential impacts due to seiche, tsunami, or mudflow.

Land Use and Planning

PBS&J will prepare this section to evaluate the impact of the General Plan Update, CAP and Downtown Specific Plan on existing and proposed land use policies. PBS&J will conduct the following tasks.

Existing Conditions

To prepare the existing conditions section, PBS&J will:

1. Describe land use conditions including both existing on the ground conditions and general plan land use designations. The existing land use description will be based on data provided by City staff, which will include an inventory of existing land uses illustrated either via a map or aerial photograph. The data provided will also include the quantity of land use by acreages, dwelling units for residential uses, and square feet for non-residential uses. In addition, existing land uses will be differentiated according to their functional role and character including residential neighborhoods, commercial districts, industrial centers, and other geographic areas. Land use densities/intensities (units per acre for housing and floor area ratios for commercial and industrial uses) will also be included, where information is available. A general description of growth trends in the City in the last decade will also be included. Include maps illustrating existing and planned land uses and existing land use designations using maps provided by the City. PBS&J will provide an example of a land use database to City staff for their use in assembling the land use data. The example will include such information as the acreage of each category of existing use, and quantity of development, such as the number of housing units and commercial, office, and industrial square footage.
2. Discuss Specific Plans, Redevelopment Plans, and major development plans for which entitlements have been approved since the last General Plan update, including a base map containing the planned land uses and a description of their intended use and character. The amount of new development or changes in development accommodated by these plans will be tabulated. These plans will be provided to PBS&J by the City.
3. Document the capacity of vacant lands that are zoned or planned for development (number of housing units, commercial and industrial building square footage, open space acres, etc.), as well as major development activity, including recently approved and anticipated development. The City will provide the capacity of vacant lands and a list of recently approved and anticipated development.
4. Collaborate with City staff to identify areas exhibiting economic obsolescence, physical deterioration, incompatibility with adjacent uses, or adverse environmental impacts. The City's overall use and development pattern will be reviewed with City staff.
5. Discuss existing regulations associated with land use, including SANDAG's regional plans and programs, and City of Escondido regulations other than the general plan that guide development, such as the zoning ordinance.

Regulatory Framework

PBS&J will prepare a discussion of policies and regulations related to land use within the City based on the Technical Background Report and State of California requirements.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Land Use and Planning based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and a proposed analysis approach are listed below. For all impacts which would exceed the significance thresholds, mitigation measures and strategies will be identified.

Threshold #1: Would the project physically divide an established community?

To address Threshold #1, PBS&J will discuss the physical distribution of established neighborhoods/planning areas/communities within the City and determine if there is the potential for such communities to be divided due to new policies in the General Plan Update.

Threshold #2: 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?

To address Threshold #2, PBS&J will:

1. Discuss the consistency of the General Plan Update's proposed policies with specified and applicable plans and policies, such as the SANDAG Regional Comprehensive Plan and Regional Transportation Plan, the City's Draft MHCP Subarea Plan, the County MSCP, other habitat management plans and other plans adopted for the purpose of avoiding or mitigating environmental effects.
2. Discuss the differences between the General Plan Update's proposed land use designations within the City's Sphere of Influence (SOI) areas and the land use designations identified for the SOI identified in the County's General Plan.

Threshold #3: Would the project conflict with any applicable habitat conservation plan or natural community conservation plan?

To address Threshold #3, PBS&J will summarize information presented in Biological Resources Threshold #6 and will discuss the consistency of the General Plan Update's policies with the City's Draft MHCP Subarea Plan, the County's MSCP planning documents, and NCCP findings.

Mineral Resources

PBS&J will prepare this section to evaluate the impact of the General Plan Update, CAP and Downtown Specific Plan on known and unknown mineral resources. PBS&J will conduct the following tasks.

Existing Conditions

To prepare the existing conditions section, PBS&J will:

1. Identify areas of potential mineral resources within the City based on Mineral Resource Zone maps prepared by the California Division of Mines and Geology.
2. Discuss general adverse effects of losing available mineral resources in the region.
3. Coordinate with the City's GIS department to create a map of mineral resource areas within the General Plan Update planning area.

Regulatory Framework

PBS&J will prepare a discussion of federal, state and local policies and regulations regarding mineral resources, including the Surface Mining and Reclamation Act of 1975.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Mineral Resources based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and the proposed analysis approach are listed below. For all impacts which would exceed the significance thresholds, mitigation measures and strategies will be identified. PBS&J will conduct the following tasks.

Threshold #1: 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?

To address Threshold #1, PBS&J will:

1. Compare the proposed land use maps in the General Plan Update with Mineral Resource Zone maps as mapped by the California Division of Mines and Geology.
2. Identify any planning areas currently used for mineral resource recovery that are proposed for land use changes under the General Plan Update and the associated loss of mineral resources that would occur.
3. Describe the potential to lose available mineral resources due to land use designations proposed in the General Plan Update that would preclude mineral resource recovery sites from being developed in the future.
4. Discuss applicable existing and proposed City policies and regulations that would lessen impacts to mineral resources.

Threshold #2: 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?

To address Threshold #2, PBS&J will:

1. Determine if any locally important recovery sites are delineated in any relevant plans.
2. Describe the potential to lose locally important recovery sites due to land use designations proposed in the General Plan Update.
3. Discuss applicable existing and proposed City policies and regulations that would lessen impacts to mineral resources.

Noise

PBS&J will prepare the EIR section that will be used to analyze potential noise impacts resulting from the General Plan Update, CAP and Downtown Specific Plan. The EIR section will be based on the information provided in the Noise Technical Report prepared by PBS&J.

Existing Conditions

PBS&J will use the information provided in the Noise Technical Report to summarize the existing noise environment in the City's planning area.

Regulatory Framework

PBS&J will outline the overall regulatory framework that establishes noise standards, including those at the federal (FAA, DOD, FHWA) and state level (CEQA, California Noise Control Act, Title 24). At the local level, key noise regulations affecting land use and general activities within the City are governed by two key regulatory mechanisms: the Community Protection and Safety Element (includes noise) and the Noise Ordinance. For SOI and other planning areas outside the City's boundaries, the applicable standards will be discussed (namely the County of San Diego Noise Element and Noise Ordinance). The relationship between the Noise Element and other General Plan Elements and Planning Programs will be discussed, as well as the concepts of land use compatibility and differing noise-related quality of life standards for urban and rural areas.

Impact Analysis and Mitigation

PBS&J will analyze impacts to Noise based on the thresholds developed as part of the EIR Significance Thresholds task listed above. PBS&J will prepare a discussion summarizing the noise conditions from roadway, rail (Sprinter), aircraft (Palomar Hospital helipad, Lake Wohlford airstrip), industrial and other noise generating activities based on the noise contour mapping and modeling information, including a matrix identifying each significant noise source and recommended mitigation measures. For all impacts which would exceed the significance thresholds, mitigation measures and strategies will be identified.

Threshold #1: 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?

To address Threshold #1, PBS&J will:

1. Coordinate with agencies such as SANDAG, Escondido Unified School District and Escondido Union High School District, as appropriate, to obtain information on future development of sensitive uses outside of the City's jurisdiction that may be affected by the General Plan Update.
2. Identify and map the locations of planned noise sensitive land uses (NSLU) that may be affected by future General Plan development scenarios which increase traffic noise levels in excess of noise standards in the jurisdiction where the NSLU is located.
3. Compare estimated noise levels associated with the four major types of noise generators (vehicular, railroad, aircraft and extractive) to the City's noise thresholds and refer to the Future Noise Contour Maps.
4. Discuss applicable existing and proposed City policies and regulations that would lessen noise impacts.

Threshold #2: Would the project result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

To address Threshold #2, PBS&J will:

1. Describe the methodology used to calculate or estimate rail vibration from the Sprinter rail line and develop a matrix that identifies the sensitivity to vibration for each type of adjacent land use, according to the minimum distance at which vibration issues should be considered. No detailed site-specific analysis of geologic and soil conditions and their associated ability to carry vibrations will be conducted in this analysis.
2. Compare estimated levels of vibration to City thresholds.
3. Discuss applicable existing and proposed City policies and regulations that would lessen groundborne noise and vibration impacts.

Threshold #3: Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

To address Threshold #3, PBS&J will:

1. Identify and discuss typical types of future uses that could be permanent noise generators (i.e. roads and industrial uses) for the General Plan Update.
2. Compare Future Noise contour levels with Existing Noise contour levels for the General Plan Update, noting areas that display a substantial increase in ambient noise levels.
3. Compare estimated noise level increases to City thresholds based on the Future Noise Contour Maps.
4. Discuss applicable existing and proposed City policies and regulations that would lessen noise impacts.

Threshold #4: 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?

To address Threshold #4, PBS&J will:

1. Identify areas in the General Plan Update planning area that may be subject to the greatest amount of construction noise based on future planned uses proposed by the General Plan Update.
2. Discuss potential impacts to noise-sensitive biological species (particularly avian) and cross-reference with the analysis of Threshold #1 in the Biological Resources section.
3. Discuss applicable existing and proposed City policies and regulations that would lessen noise impacts.

Threshold #5: 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?

To address Threshold #5, PBS&J will briefly discuss the lack of public airports or public use airports within two miles of the General Plan Update.

Threshold #6: 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?

To address Threshold #6, PBS&J will:

1. Identify proposed land uses that may be affected by private airstrip noise, based on aircraft noise contours for each private airstrip in the General Plan Update planning area (Palomar Hospital helipad, Lake Wohlford airstrip), using the Future Noise Contour Maps.
2. Compare estimated aircraft noise levels to federal, state, and local standards of aircraft noise exposure.
3. Identify potential future land uses that may be exposed to excess levels of aircraft noise within the General Plan Update planning area.
4. Discuss applicable existing and proposed City policies and regulations that would lessen aircraft noise impacts.

Population and Housing

PBS&J will prepare this section to assess the effect of the General Plan Update, CAP and Downtown Specific Plan on the future population and housing supply in the City, based on the Technical Background Report and other sources including US Census Bureau, Department of Finance and SANDAG.

Existing Conditions

To prepare the existing conditions section, PBS&J will:

1. Describe existing demographic trends based on existing data sources and projections. The objective of this task will be to establish the existing conditions and identify significant trends affecting the City's demographic and socioeconomic composition, and employment base. Compile historic demographic and socioeconomic data from the City, SANDAG, the State Economic Development Department, the federal American Community Survey and related census sources, and the State Department of Finance to describe existing conditions, historic patterns, and future trends for population, income, and employment. Some of this discussion will be based on information presented in the updated Housing Element.

Regulatory Framework

PBS&J will prepare a discussion of federal, state and local policies and regulations related to population and housing, including the State Housing Element Law. This information will be obtained from the Housing Element.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Population and Housing based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and a proposed analysis approach are listed below. For all impacts which would exceed the significance thresholds, mitigation measures and strategies will be identified.

Threshold #1: 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)?

To address Threshold #1, PBS&J will:

1. Describe in general terms the population growth that the General Plan Update is accommodating and why the City must accommodate this growth from both a regional and statewide perspective.
2. Describe in general terms the potential impacts of projected growth.
3. Discuss applicable existing and proposed City policies and regulations that would address population growth impacts.

Threshold #2: Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

To address Threshold #2, PBS&J will:

1. Identify any areas where the General Plan Update would change land use designations from residential to non-residential uses, such as expanded employment land areas.
2. Assess the potential for displacement of existing housing units in these areas.
3. Determine if the displaced housing would be adequately replaced in other areas of the City through the designation of higher density or intensity residential land uses.
4. Discuss applicable existing and proposed City policies and regulations that would address the displacement of existing housing.

Threshold #3: Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

To address Threshold #3, PBS&J will:

1. Identify any areas where the General Plan Update would change land use designations from residential to non-residential uses, such as expanded employment land areas.
2. Assess the potential for displacement of people in these areas.
3. Determine if the displaced people would have access to housing in other areas of the City through the designation of higher density or intensity residential land uses.
4. Discuss applicable existing and proposed City policies and regulations that would address the displacement of people.

Public Services

PBS&J will prepare this section to address impacts to public services, including fire protection and paramedic/ambulance services, police protection, and school services, from implementation of the General Plan Update, CAP and Downtown Specific Plan. PBS&J will conduct the following tasks.

Existing Conditions

To prepare the existing conditions section, PBS&J will:

1. Describe the public services and facilities provided to Escondido residents, including fire protection and emergency services, police protection, and education. Representatives of independent agencies that provide some City services such as the Escondido Union School District will be contacted to inventory existing facilities, programs, standards, and funding sources, and to assess their capability to support existing resident needs, as well as anticipated population growth. Locations of facilities will be depicted on a base map and facilities and programs tabulated.
2. The following is a description of the analysis which will be undertaken for each of the following community services:
 - a. **Police Protection:** The organization and operation of the Escondido Police Department and the public safety services it provides will be discussed as well as historical and current crime conditions in the City, based upon data provided by the Police Department. Existing police facilities will be described including their locations, number of personnel, and services. Discuss any joint aid agreements the City Police Department has with the County Sheriff's Department and other local enforcement agencies to provide police protection to areas outside the City boundaries but within the General Plan Update planning area.
 - b. **Fire Protection and Emergency Services:** Data regarding fire safety in the City will be documented based on information provided by the Escondido Fire Department. Key fire safety risks and problems currently impacting the City and in the foreseeable future will be summarized based on communication with the Department staff and information they provide to PBS&J. Existing facilities will be described, including their locations, number of personnel, and services. Information will also be reviewed and updated from the Safety Element of the City's existing General Plan.
 - c. **Schools:** The PBS&J Team will contact the local school districts (Escondido Unified School District and Escondido Union High School District) to identify current enrollment, student capacity, planned improvements, enrollment projections, funding mechanisms, and other pertinent information to assess whether the districts can accommodate future growth.
 - d. **Public Library:** A description regarding the Escondido Public Library system will be obtained by contacting the library to obtain information regarding services and programs provided, and current and projected demand for specific services.

Regulatory Framework

PBS&J will prepare a discussion of applicable federal, state and local policies and regulations related to public services including a discussion of the California Health and Safety Code (Section 13000 et seq.), California Code of Regulations Title 24 and Assembly Bill 16.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Public Services based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and the proposed analysis approach are listed below. For all impacts which would exceed the significance thresholds, mitigation measures and strategies will be identified.

Threshold #1: Fire Protection Services - 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 fire protection services?

To address Threshold #1, PBS&J will:

1. Discuss planned fire protection facilities and upgrades.
2. Discuss the City's response time model; State Forestry Title 14 Standards, and the California Fire Plan.
3. Identify areas of the General Plan Update planning area where increases in population would occur requiring additional fire protection services and determine if the General Plan Update would require the construction of new facilities to accommodate increased demand for services based on population increase.
4. Discuss applicable existing and proposed City policies and regulations that would affect impacts, specifically impacts to fire protection services.

Threshold #2: Police Protection Services - 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 police protection services?

To address Threshold #2, PBS&J will:

1. Discuss planned police protection facilities and upgrades.
2. Identify areas of the General Plan Update planning area where increases in population would occur requiring additional police protection services and discuss the adequacy of existing and planned police services to serve these areas.
3. Identify areas of the General Plan Update planning area where increases in population would occur requiring additional police protection services and determine if the General Plan Update would require the construction of new facilities to accommodate increased demand for services based on population increase.
4. Discuss applicable existing and proposed City policies and regulations that would affect impacts, specifically impacts to police protection services.

Threshold #3: Schools - 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 schools?

To address Threshold #3, PBS&J will:

1. Summarize and discuss population projections and capacity analyses for the Escondido Unified School District and Escondido Union High School District.
2. Discuss how school district boundaries are regulated, as applicable.
3. Discuss applicable existing and proposed City policies and regulations, and the school district's long term plans that would affect impacts, specifically impacts to school services.

4. Determine if the General Plan Update would require the construction of new facilities to accommodate increased demand for services based on population increase.

Recreation

PBS&J will prepare this section to address the recreational services in the City using information provided in the Community Facilities and Services Element. PBS&J will conduct the following tasks.

Existing Conditions

To prepare the existing conditions section, PBS&J will:

1. Discuss existing parks and recreational facilities and uses within the City, as provided by City staff.
2. Provide a general description of existing parkland and recreational facilities, including current usage within the City.
3. Discuss recreational park service performance standards to evaluate level of service.
4. Define a service area or radius for each public park or public open space within the City.

Regulatory Framework

PBS&J will prepare a discussion of applicable federal, state and local policies and regulations related to parks and recreational facilities, including the Quimby Act.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Recreation based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and the proposed analysis approach are listed below. For all impacts which would exceed the significance thresholds, mitigation measures and strategies will be identified.

Threshold #1: 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?

To address Threshold #1, PBS&J will:

1. Describe the projected population increases expected to occur based on the population data presented in the Housing and Population section of the EIR.
2. Discuss planned recreational facilities and upgrades.
3. Determine if the General Plan Update would require the construction of new facilities to accommodate increased demand for services based on population increase.
4. Determine if the projected population increase would result in an impact to parks and recreational facilities in the region.
5. Discuss applicable existing and proposed City policies and regulations that would affect impacts, specifically impacts to recreational facilities.

Threshold #2: 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?

To address Threshold #2, PBS&J will:

1. Describe the process for planning and constructing new recreational facilities within the City.

2. Describe the future need and anticipated number of new projects based on the projected population increase.

Transportation and Traffic

PBS&J will prepare this section based on a Traffic Impact Study prepared by Linscott, Law and Greenspan Engineers, Inc. (LLG) and from information provided by the City and SANDAG. The Traffic Impact Study will be included in the EIR as an appendix. LLG will complete the Traffic Impact Study and PBS&J will prepare the EIR section.

Existing Conditions

Based on information provided by LLG, PBS&J will review and incorporate appropriate information regarding transportation and traffic issues, including public transportation, parking, and pedestrian and bicycle facilities, found in the Traffic Impact Analysis Report into the Transportation and Traffic Section existing conditions discussion.

Regulatory Framework

PBS&J will prepare a discussion of policies and regulations related to transportation and traffic including a discussion of SANDAG's Regional Transportation Plan; the City's roadway design standards; and any City parking-related or alternative transportation-related policies.

Impacts Analysis and Mitigation

LLG will analyze impacts to Transportation and Traffic based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and the proposed analysis approach are listed below. For all impacts which would exceed the significance thresholds, mitigation measures and strategies will be identified.

Threshold #1: Would the project conflict with an applicable 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?

To address Threshold #1, PBS&J will use information provided in the Traffic Impact Study prepared by LLG to describe potential significant impacts associated with conflicts with applicable plans, ordinances or policies establishing measures of effectiveness for the performance of the circulation system.

Threshold #2: Would the project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

To address Threshold #2, PBS&J will use the information provided in the Traffic Impact Study prepared by LLG to describe potential significant impacts associated with increases in traffic and conflicts with the congestion management program, including level of service standards and travel demand measures.

Threshold #3: Would the project 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?

To address Threshold #3, PBS&J will discuss that implementation of the proposed General Plan Update would not affect air traffic patterns such that substantial safety risks would result.

Threshold #4: Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

To address Threshold #4, PBS&J will:

1. Discuss different types of traffic hazards and incompatible uses.
2. Determine if any of these features or incompatible uses would occur as a result of implementation of the General Plan Update.
3. Discuss applicable existing and proposed City policies and regulations that would lessen impacts, specifically impacts due to hazardous design features or incompatible uses.

Threshold #5: Would the project result in inadequate emergency access?

To address Threshold #5, PBS&J will refer to the analysis for Threshold #7 in the Hazards and Hazardous Materials section which discusses the project's potential conflicts with emergency evacuation and response plans.

Threshold #6: Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

To address Threshold #6, PBS&J will:

1. Discuss the consistency of the General Plan Update with the City's alternative transportation policies.
2. Discuss applicable existing and proposed City policies and regulations that would lessen impacts to alternative transportation.

Utilities and Service Systems

PBS&J will prepare the Utilities and Service Systems section of the EIR addressing wastewater treatment requirements, water and wastewater treatment facilities, water supply, wastewater treatment capacity, and solid waste disposal services. The stormwater system will be addressed under the Hydrology and Water Quality section of the EIR. PBS&J will conduct the following tasks.

Existing Conditions

To prepare the existing conditions section, PBS&J will:

1. Identify the following, where information is available, for each of the six utilities services listed below: service providers, facilities and planned improvements, current demand, and current and projected capacity.
2. Contact the respective agencies and City departments for each utility in order to identify existing infrastructure and available documentation and reports. The six key areas of infrastructure focus include:
 - a. Potable and Reclaimed Water System: This section will address public water systems, resource availability, potential recycled water availability, key planned improvements, groundwater and well use, storage and conservation efforts. General information on existing groundwater and well use, as well as on-site wastewater systems will be provided based on available data. The information pertaining to water and reclaimed water system will be provided by City staff. The information pertaining to future potable and reclaimed water demand and system capacities will be used in the study area workshop described in the City of Escondido General Plan Update Planning Tasks Scope of Work as well as this section of the EIR.
 - b. Wastewater Systems: This section will address public wastewater systems (key improvements and treatment facilities). This will include an analysis of the projected demands, existing and near term improvements to the wastewater treatment plant, discharge requirements limitations and potential Regional Water Quality Control Board

permitting, and major sewer conveyance alignments with approximate sizing. The information pertaining to wastewater systems will be provided by City staff. The information pertaining to future wastewater generation and system capacities will be used in the study area workshop described in the City of Escondido General Plan Update Planning Tasks Scope of Work as well as this section of the EIR.

- c. Drainage and Hydrology: This section will summarize information provided in the Hydrology and Water Quality section of the EIR.
 - d. Solid Waste Management: This section will address the waste stream, collection and transfer, source reduction and recycling, and land disposal. This information will be obtained from the appropriate landfill operator and refuse removal company (Escondido Disposal, Inc.) regarding solid waste disposal within the City.
 - e. Energy Resources: This section will include trends, transmission lines and substations, generation sources, alternative energy programs, and conservation.
 - f. Telecommunications: This section will include key improvements and providers.
3. Review and summarize infrastructure master plans and/or other available reports in order to document existing and available capacity, as well as the City's and/or utility's adequacy for planned growth within its designated service area. Depending on the current and near term level of wastewater treatment, evaluate the potential to develop and use reclaimed water within the City. Preparation of formal technical studies is not included. Data on water, wastewater/septic, drainage, and solid waste infrastructure will be shown in figures to support the infrastructure profiles. This information will be obtained from the potable and reclaimed water and wastewater master plan updates that will be underway in the near future.
 4. Discuss the City's ability to provide water to General Plan Update planning areas outside the City boundary.
 5. Provide general information about ocean outfalls and treatment plants, if appropriate.

Regulatory Framework

PBS&J will prepare a discussion of policies and regulations related to Utilities and Service Systems, including planning documents, such as the California Integrated Waste Management Plan, City of Escondido Urban Water Management Plan, and the City's water and wastewater master plan update efforts. PBS&J will also discuss SB 610 and SB 221 and the RWQCB's regulation of treatment facilities and the process for adding new customers.

Impacts Analysis and Mitigation

PBS&J will analyze impacts to Utilities and Service Systems based on the thresholds developed as part of the EIR Significance Thresholds task listed above. Each threshold and the proposed analysis approach are listed below. For all impacts which would exceed the significance thresholds, mitigation measures and strategies will be identified.

Threshold #1: Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

To address Threshold #1, PBS&J will:

1. Describe in general terms the effect of projected population increases resulting from implementation of the General Plan Update on the demand for wastewater treatment capacity.
2. Discuss applicable existing and proposed City policies and regulations that would affect wastewater treatment requirements.

Threshold #2: 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?

Threshold #5: 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?

To address Thresholds #2 and #5, PBS&J will:

1. Determine approximate future demand based on the projected population increase using information provided from the draft updated Escondido wastewater master plan.
2. Discuss the proposed expansion of existing facilities or the construction of new facilities based on information presented in the existing conditions section.
3. Describe the City's wastewater master plan updated process in relation to the General Plan Update process such that the wastewater master plan update would adequately plan for facilities to serve the build out of the General Plan Update.
4. Discuss the potential for the possible expansion of boundaries to include additional areas in the City's service area.
5. Describe Municipal Service Review and LAFCO process for water districts.
6. Discuss applicable existing and proposed City policies and regulations related to wastewater treatment services.

Threshold #3: Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

The stormwater system will be addressed under the Hydrology and Water Quality section of the EIR.

Threshold #4: Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

To address Threshold #4, PBS&J will:

1. Summarize the future water demand and future water supply available to serve the land uses proposed under the General Plan Update as identified in the City's Urban Water Management Plan.
2. Examine sources of alternative water supplies, if feasible.
3. Identify the environmental impacts of water supply sources based on secondary information sources, if available.
4. Determine if adequate water supply would be available to serve the proposed General Plan Update planning area.
5. Discuss applicable existing and proposed City policies and regulations related to water supply.

Threshold #6: Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

To address Threshold #6, PBS&J will:

1. Determine approximate projected future solid waste demand based on projected population increase.
2. Discuss projections of insufficient capacity at local landfills for current solid waste disposal needs.
3. Discuss the need for the expansion of existing facilities or the construction of new facilities to accommodate future demand.
4. Discuss applicable existing and proposed City policies and regulations that would affect solid waste management and disposal.

Threshold #7: Would the project comply with federal, state, and local statutes and regulations related to solid waste?

To address Threshold #7, PBS&J will discuss the consistency of the General Plan Update with solid waste regulation including any plans prepared by Escondido Disposal, the County Department of Environmental Health, and the California Integrated Waste Management Board.

3.5.5 Growth Inducement

This section will discuss the potential for the development associated with the General Plan Update to foster economic or population growth in the surrounding environment. A discussion of the potential for the General Plan Update to contribute to growth of undeveloped areas through the extension or construction of new infrastructure facilities will also be included. Consistent with CEQA Guidelines §15126.2, the discussion will not assume that growth is necessarily beneficial, detrimental, or of little significance to the environment. This EIR section will be based primarily on information presented in the Population and Housing section of the EIR.

3.5.6 Other CEQA Considerations

This section will include a discussion of significant and unavoidable environmental impacts, significant irreversible environmental effects and effects found not to be significant. These topics will be addressed based on information found within other sections of the EIR.

3.5.7 Alternatives

The Alternatives Chapter will describe alternatives to the General Plan Update that would feasibly attain most of the General Plan Update's objectives while also avoiding or substantially lessening any of its significant effects. PBS&J will prepare the alternatives analysis for the EIR and will address up to three alternatives to the General Plan Update, plus the No Project alternative. The No Project alternative is assumed to be the build out of the current General Plan. The project alternative descriptions will be developed in consultation with City staff. Any graphic materials necessary to describe each alternative will also be provided by the City.

This section will examine the potential impacts of each alternative, and compare them to the impacts associated with the proposed General Plan Update. As described in CEQA Guidelines Section 15126.6(d), the evaluation of alternatives is not required to include the same level of detail as the proposed project and, therefore, this information may be more qualitative in nature. The alternative analysis will focus only on the areas where each alternative differs from the proposed General Plan, and will provide an analysis of the potential impacts in comparison to the proposed plan. The Alternatives Chapter will be prepared with the understanding that one of the alternatives, or a variation of one of the alternatives, may ultimately be approved by the City within the limits of the effort described above. A summary of project alternative impacts will be listed in a matrix to easily discern the differences in environmental impact associated with each alternative.

3.6 Draft EIR Milestones

The following identifies the Draft EIR milestones.

3.6.1 First Screencheck Draft EIR

PBS&J will submit six hard copies and one electronic copy of the 1st Screencheck Draft EIR to the City for review.

Product:

- Six hard copies and one electronic copy of the 1st Screencheck Draft EIR

4.0 EIR MANAGEMENT, QUALITY CONTROL, MEETINGS, AND HEARINGS

4.1 Management

The General Plan, CAP and EIR contract will be under the direction of PBS&J's Project Manager, Kim Howlett, with assistance from Assistant Project Manager/EIR Task Manager, Diane Catalano. In addition, Mr. Howlett will be assisted by CAP Task Manager, Joanne Dramko and Planning Task Manager, Harriet Ross. Each of the Task Managers will organize their respective tasks in terms of technical scope of work, budget, scheduling, and implementation, as well as organize and oversee report preparation, while the Project Manager and/or Assistant Project Manager will be responsible for resource allocation, quality control, strategic consultation, and participation in City staff and public meetings. The Task Managers will be responsible for completing each task order on time and within the contracted budget, while ensuring that the product and its timeliness meets the City's needs. The Task Managers will track the budget, schedule and scope of work to ensure efficient use of resources. The Project Manager, Task Managers and Assistant Project Manager will conduct the following tasks, as appropriate:

- Organize the various project tasks to ensure the fulfillment of contractual objectives;
- Monitor the progress of the document preparation by the project team on a regular basis;
- Identify and solve technical, scheduling or budgetary problems;
- Interact with the client and public agencies;
- Coordinate and approve outgoing project correspondence;
- Keep the City staff informed of significant project developments;
- Oversee the organization, preparation and publication of reports in draft and final form; and
- Monitor and evaluate the performance of project personnel.

4.2 Quality Control

Quality products associated with the General Plan Update, CAP and EIR tasks will be achieved through a quality control program that includes technical study and document reviews continuously throughout document preparation, and at key milestones in the document preparation. Quality control process will generally consist of a review of the document by the Assistant Project Manager to include checking format, spelling, grammar, completeness, and quality of analysis. The Project Manager will then also review the document for completeness and quality of analysis. Quality control of documents will be conducted by the Project Manager or the Assistant Project Manager to ensure that all of the City's comments are addressed in screencheck document revisions.

4.3 Budget Control

The tasks identified in the above scope of work will be compensated on a time and materials basis. To monitor the budget, the Project Manager, Assistant Project Manger and Task Managers will review computer-generated printouts of labor and non-labor charges to assigned project tasks on a weekly basis, which include the following information for each task: the individuals who have charged to a task; the number of hours they have charged; the total dollar value of the labor charged against the task; and the estimated remaining budget available. Non-labor charges will also be reviewed on a weekly basis. These summaries are available for the preceding week by the following Tuesday. Monthly summaries, which provide labor and non-labor charges by project and task for each billing period, are the basis for preparing monthly invoices.

4.4 Schedule Control

The Project Manager is responsible for assuring overall adherence to the project schedule. To accomplish this, internal milestones and deadlines for deliverables will be established with emphasis on maintaining the integrity of the critical path for achieving milestones and the specified project completion date. Where possible, milestones will be established such that minor changes will not impact the overall project schedule.

On a regular basis, the Project Manager will compare actual progress and milestone achievement to the project schedule. Significant deviations or problems in meeting the schedule will be identified and any necessary corrections or modifications will be made. All actual or potential conflicts with other project requirements will be resolved through discussions with the professional staff. The regular review of work completed versus schedule milestones will facilitate schedule management.

4.5 Project Communications and Reporting

Experience has shown that correspondence control is an essential part of any project. PBS&J provides complete documentation of project transactions through the use of letters, e-mails, memoranda, records of telephone conversations and meetings, letters of transmittal; and fax cover sheets. Written documentation allows for quality assurance through proper dissemination of information and provides a complete record that can be referenced as needed in the future.

PBS&J will prepare progress reports which will be included with each monthly invoice. These progress reports will include an itemized list of PBS&J's progress during the preceding month, including activities started, ongoing activities, and activities completed; the schedule status and any problem areas that could adversely affect the project schedule; a discussion and status update for any problem areas that relate to the completion of the project; and a brief status of the budget.

PBS&J will use various communications/correspondence tools to ensure that complete documentation of project-related information is maintained. Meeting and teleconference notes will be prepared for key meetings associated with the project. The Assistant Project Manager will take notes during key meetings and will distribute a summary of the meeting and a list of action items by e-mail to key team members.

Transmittal letters will be used to document all transfers of written information, and will include, at a minimum, the date, parties involved in the transfer, subject of the material transferred, and a listing of transferred materials.

E-mail will be used to notify team members of various activities and milestones, to expedite information and technology transfer between City staff and PBS&J, and to maintain frequent communication and correspondence.

4.6 Project Management and EIR Related Meetings

PBS&J staff including the Project Manager, Assistant Project Manager, Task Managers and Technical Specialists will attend meetings at the request of the City as described under Task 1.1, PBS&J Meetings, Teleconferences and Hearings.

4.7 EIR Hearings

The Project Manager and Assistant Project Manager will prepare for and attend public hearings at the request of the City as described under Task 1.1, PBS&J Meetings, Teleconferences and Hearings. This effort does not include the preparation of a presentation for public hearings.

Task	Cost
1.0 PROJECT MANAGEMENT AND MEETINGS	
1.1 Teleconferences	\$50,700
1.1 Meetings	11,195
1.1 Hearings	12,480
1.2 Project Monitoring	65,888
2.0 TECHNICAL REPORTS	
2.1 Air Quality Technical Report	19,856
2.2 Noise Technical Report	21,346
2.3 Traffic Impact Analysis (LLG)	135,502
3.0 DRAFT EIR	
3.2 Notice of Preparation Comment Table	2,746
3.4 & 3.5 First Screencheck Draft EIR	162,271
SUBTOTAL	\$481,984
Contingency	\$65,000
TOTAL	\$546,984

The Draft and Final EIR and appendices document reproduction budget is provided above. The exact cost for document printing may be greater or less than this amount, depending on the length of the document, color graphics, oversize graphics, and the number of copies requested by the City and the project applicant. Therefore, should the printing budget need revision, PBS&J will inform the City and the project applicant prior to incurring additional charges.

Attachment B
City of Escondido General Plan Update
PBS&J Team

Role	Name
Project Manager	Kim Howlett
General Plan Technical Advisor	Woodie Tescher
General Plan Team Leader, General Plan Reviewer	Harriet Ross
Assistant Project Manager; EIR Team Leader	Diane Catalano, AICP
EIR Quality Control	Alison Rondone
General Plan Reviewer and Preparer	Jessie Barkley
CAP Technical Advisor	Michael Hendrix
CAP Team Leader; Air Quality/GHG/Noise EIR Technical Specialist	Joanne Dramko, AICP, GISP
GHG Analyst and CAP Preparer	Heather Dubois
GHG Analyst and CAP Preparer	Allison King
Water/Sewer Analyst	Mark Elliott, PE
Water/Sewer Analyst	Kyle McCarty, PE
Biological Technical Specialist	Karl Osmundson
Archaeological Resources Specialist	Jennifer Sanka
Archaeological Resources Assistant	Cultural Resources Assistant
GIS Analyst	Tim Huntley, GISP
EIR Preparer	Hannah Arkin
EIR Preparer	Sharon Mackerras
Word Processor	Senior Administrative Assistant

Expenses and Outside Services:

1. In addition, identifiable non-salary costs that are directly attributable to the project such as reproduction costs, telephone charges, mileage, postage, etc., are billed at actual cost plus 15 percent to cover overhead and administration.
2. Principal Engineer IV and litigation support rates negotiated on a contract by contract basis.
3. Computer Aided Drafting, hydrologic water, sewer, and stormwater modeling, automated mapping, database and web programming, etc., is charged at \$5 per labor hour.
4. If applicable, a vehicle allowance of \$900.00 per month will be charged for the use of a company vehicle assigned to a full-time inspector. This monthly allowance will be prorated based upon hours worked for part-time inspection.
5. Fees for litigation and expert witness services will be charged at \$450.00 per hour with a 4-hour minimum per day.
6. Fees for subconsultant services provided are billed at actual cost plus 15 percent to cover overhead and administration.

Payment Terms:

1. A late payment finance charge at a rate of 18 percent per annum will be applied to any unpaid balance commencing 30 days after the date of original invoice.
2. Billing rates are subject to annual and/or periodic revisions as necessary to accommodate inflationary trends, salary adjustments, and the general costs of business.

**CITY OF ESCONDIDO
SUBCOMMITTEE & AD HOC APPOINTMENTS
2009 - 2010**

AGENDA ITEM NO.: 12
AGENDA DATE: 12-15-10

The following information is maintained by the City Clerk's Office.

CITY COUNCIL APPOINTED (REGIONAL) SUBCOMMITTEES			
NAME OF AGENCY	COUNCIL REPRESENTATIVE	STAFF LIAISON	NOTES
NORTH COUNTY TRANSIT DISTRICT	Sam Abed Marie Waldron (Alternate)	Ed Domingue	
SANDAG	Lori Pfeiler Sam Abed (Alternate)	Robb Zaino Joyce Masterson	
SAN DIEGUITO RIVER VALLEY Regional Open Space Park JPA Board	Olga Diaz Dick Daniels (Alternate)	Barbara Redlitz	
MAYORAL APPOINTED (REGIONAL) SUBCOMMITTEES			
NAME OF AGENCY	COUNCIL REPRESENTATIVE	STAFF LIAISON	NOTES
ABAG	Lori Pfeiler		Voting delegate is the Mayor who may appoint alternates (Reso 98-262)
ESCONDIDO-CHULA VISTA Joint Financing Authority	Dick Daniels Marie Waldron	Gil Rojas	Meets on call, less than annually
LEAGUE OF CALIFORNIA CITIES	Lori Pfeiler Marie Waldron	Clay Phillips	
REGIONAL SOLID WASTE ASSOCIATION BOARD	Marie Waldron		Initial appointment 9/17/03
NORTH COUNTY TASK FORCE ON HOMELESSNESS	Sam Abed	Jerry VanLeeuwen	Meet with North Co. cities to create a Regional Plan that addresses Emergency Homeless Shelters during winter months
ESCONDIDO CREEK WATERSHED ALLIANCE (ECWA)	Olga Diaz		Cities of Encinitas, Solana Beach; San Diego County; Escondido Creek Conservancy; San Elijo Lagoon Conservancy; state & federal agencies (Meets Quarterly)

CITY OF ESCONDIDO
SUBCOMMITTEE & AD HOC APPOINTMENTS
2009 - 2010

MAYORAL APPOINTED (LOCAL) SUBCOMMITTEES			
NAME OF COMMITTEE	COUNCIL REPRESENTATIVE	STAFF LIAISON	NOTES
ANNUAL AWARD SELECTIONS <i>Mayor's State of City Address</i>	Olga Diaz Dick Daniels	Joyce Masterson	Meets annually
BUDGET	Dick Daniels Olga Diaz	Clay Phillips Gil Rojas	Diaz appointed on 1-13-10
CCAE	Dick Daniels Olga Diaz	Jerry VanLeeuwen	<i>(Established 12-16-09 - former ad hoc committee)</i>
ECONOMIC DEVELOPMENT	Dick Daniels Lori Pfeiler	Charlie Grimm	
INVESTMENT SUBCOMMITTEE	Olga Diaz Marie Waldron	Ken Hugins	Meets semi-monthly
SCHOOL SUBCOMMITTEE	Dick Daniels Olga Diaz	Clay Phillips	
UTILITIES SUBCOMMITTEE	Sam Abed Olga Diaz	Lori Vereker	Originally established 9/19/07 as an ad hoc; became permanent 2/24/10
MAYORAL APPOINTED AD HOC COMMITTEES			
NAME OF COMMITTEE	COUNCIL REPRESENTATIVE	STAFF LIAISON	NOTES <i>Not subject to Brown Act</i>
DOWNTOWN PARKING <i>(Established. 4/6/05)</i>	Sam Abed Olga Diaz	Charlie Grimm	Temporary liaison to make recommendations on interim and long-term parking concerns.
HOSPITAL DEVELOPMENT <i>(Established 2/6/08)</i>	Lori Pfeiler Dick Daniels		Work with PPH on development of downtown medical center & ERTC in accordance with the Development Agreement & MOU
SAN LUIS REY LITIGATION <i>(Established 9/9/06 as Rincon Del Diablo Municipal Water District)</i>	Dick Daniels Lori Pfeiler	Clay Phillips	



AGENDA ITEM NO.: 13
AGENDA DATE: 12-15-10

FUTURE CITY COUNCIL AGENDA ITEMS
December 8, 2010

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

DECEMBER 22, 2010 – NO MEETING (CHRISTMAS)

DECEMBER 29, 2010 – NO MEETING (5TH WEDNESDAY)



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. 2004-_____ file No. _____

Ord No. 2004-_____

Agenda Item No.: 15.a
Date: December 15, 2010

TO: Honorable Mayor and Members of the City Council and Community Development Commission

FROM: Joyce Masterson, Assistant to the City Manager

SUBJECT: Minor League Baseball Ballpark Consulting Agreements and Budget Adjustment

RECOMMENDATION:

It is requested that the City Council and the Community Development Commission approve Resolutions CDC 2010-15 and CDC 2010-16 authorizing a First Amendment to consulting agreements with Helix Environmental Planning, Inc. and Linscott, Law & Greenspan (LLG). It is also requested that Council and the Commission approve a budget adjustment that will place \$263,579 into the Community Development Commission (CDC) budget for ongoing as well as new consulting services pertaining to the development of a minor league ballpark.

FISCAL ANALYSIS:

Previous funding in the amount of \$373,000 has been nearly depleted, with only \$2,401.49 in unencumbered funds remaining. An additional \$263,579 is required from redevelopment funds for the following:

- Helix Environmental First Amendment: \$40,930
- Linscott Law & Greenspan First Amendment: \$ 6,500
- CB Urban Development: \$44,225
- Stradling Yocca Carlson & Rauth: \$59,664
- London Group Realty Advisors Partnership: \$20,000
- Overland, Pacific & Cutler, Inc.: \$ 1,260
- NCTD Relocation Study: \$75,000
- Kauasbruckner & Associates, Inc.: \$16,000

GENERAL PLAN ANALYSIS:

A minor league ballpark is consistent with the General Plan Economic Development and Community Revitalization goals.

PREVIOUS ACTION:

On September 22, 2010, the City Council in public session authorized a total of \$373,000 from redevelopment funds for the following consulting services related to the ballpark:

Minor League Ballpark Consulting Agreements

December 15, 2010

Page 2

1. A consulting agreement with Linscott, Law & Greenspan for transportation, traffic and parking studies in the amount of \$75,000.
2. A consulting agreement with Helix Environmental Planning, Inc. for \$148,000 for environmental studies.
3. An additional \$150,000 for various consulting services pertaining to financial analysis, legal and redevelopment analysis, soil contamination testing of the public works yard and construction soils testing. These funds were used for payments to CB Urban Development, Stradling Yocca Carlson & Rauth, BBC Environmental, Inc. and GEOCON, Inc.

On November 17, 2010, the City Council in closed session authorized a study to relocate the North County Transit District's CNG filling station and bus parking yard currently located on Spruce Street. No funding source was designated at that time.

BACKGROUND:

To fully evaluate the feasibility of a minor league baseball ballpark project, certain environmental, financial, legal, transportation, and redevelopment studies have been necessary. The City Council originally approved \$373,000 for the consulting services listed above. These funds are nearly depleted and additional funding is required for the following consulting services which have already been provided to the City:

- Helix Environmental requested an amendment to their contract in the amount of \$40,930 for additional environmental consulting services that were not a part of their original contract. These additional costs were primarily attributed to changes in the project design and location that triggered re-analysis and additional project management.
- Linscott Law & Greenspan requested an amendment to their contract in the amount of \$6,500 for additional consulting services that were not a part of their original contract. This amendment was required to prepare Responses to Comments received during the public review period of the Mitigated Negative Declaration.
- Two consultants, CB Urban Development and Stradling Yocca Carlson & Rauth, have been providing services based on billable hours. Funding is needed for the October invoice of CB Urban Development in the amount of \$22,225, as well as an estimated \$12,000 for November and \$10,000 for December. Funding is needed for the September invoice of Stradling Yocca Carlson and Rauth in the amount of \$26,664, with approximately \$13,000 for the October invoice, \$10,000 for November and approximately \$10,000 for December.
- Funding in the amount of \$20,000 is required to pay the London Group Realty Advisors Partnership for services performed between August and October 2010 pertaining to the preparation of the Economic Impact and Development Analysis report.

- Funding in the amount of \$1,260 is required to pay Overland, Pacific & Cutler, Inc. for consulting services provided in October related to property at 480 Spruce Street.
- Funding in the approximate amount of \$75,000 is required to fund a study for the relocation of the North County Transit District's Compressed National Gas (CNG) filling station and bus yard on Spruce Street. This study was authorized by the City Council on November 17, 2010, but a funding source was not designated at that time.

An additional study pertaining to Fire Code compliance for exposure evaluation from diesel tanks and LPG tanks is under consideration. If it is approved, Klausbruckner and Associates will perform the work at a cost of approximately \$16,000.

Respectfully submitted,



Joyce Masterson
Assistant to the City Manager

Lankford&Associates, Inc.

655 West Broadway, Suite 1450
San Diego, CA 92101
(619) 702-5655
(619) 702-1655 Fax

December 7, 2010

Mr. Clay Phillips, City Manager
City of Escondido
247 South Kalmia Street
Escondido, CA 92025-4224

Mr. Phillips:

Yesterday, I attended the Developers Roundtable hosted by your office to discuss the potential of the Escondido California AAA Ballpark. Thank you for extending the invitation for my participation in such an important discussion.

As owner of Lankford & Associates, Inc., a local real estate development firm, I very much endorse and extend my support for such a project. My firm has been involved in the redevelopment of the San Diego Region for over 25 years. We have developed over 4.4 million square feet and continue to work on innovative, urban focused, mixed use projects. We know what it takes to redevelop a city, bring the right product mix, and see a project of this nature to fruition.

It is of my opinion that the chosen location for the project lends well considering the strong existing infrastructure surrounding the area. Creating a Ballpark District surrounded by auto, rail and bus transportation modals while maintaining adjacencies to the City's downtown and employment areas, is an essential component in this projects success. A project of this nature will be a catalyst for revitalization and redevelopment of the area.

Again, I am a strong supporter of this project and in many ways believe this project will greatly benefit the public, not only citizens of the City of Escondido but the San Diego region as a whole.

Please feel free to contact me should you want to further discuss my support or if I can be of service.

Sincerely,

Robert V. Lankford
President & CEO

RESOLUTION NO. CDC 2010-15

A RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE CONSULTING AGREEMENT WITH HELIX ENVIRONMENTAL PLANNING, INC. PERTAINING TO THE DESIGN AND CONSTRUCTION OF A MINOR LEAGUE BASEBALL STADIUM

WHEREAS, in a public meeting on September 22, 2010, the Community Development Commission (CDC) authorized staff to execute an Assignment and Assumption Agreement ("Agreement") with Escondido Development Group, LLC, and Helix Environmental Planning, Inc. in the amount of \$147,660 for environmental consulting services pertaining to the proposed Ballpark; and

WHEREAS, the Assistant to the City Manager now recommends execution of First Amendment to Consulting Agreement ("First Amendment") for additional environmental consulting services that were not a part of the original agreement; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the First Amendment with Helix Environmental Planning, Inc. in the amount of an additional \$40,930.

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 amount designated for this work is appropriate.

3. That the Commission hereby authorized the City Manager, on behalf of the CDC to execute the First Amendment for consulting services with Helix Environmental Planning, Inc. A copy of the First Amendment is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
FIRST AMENDMENT TO CONSULTING AGREEMENT

This "Amendment" is made this _____ day of _____, 20__.

Between: CITY OF ESCONDIDO
 a municipal corporation
 201 N. Broadway
 Escondido, California 92025
 ("CITY")

And: Helix Environmental Planning, Inc.
 7578 El Cajon Boulevard, Suite 200
 La Mesa, CA 91942
 Attn: Michael Schwerin
 619-462-1515
 ("CONSULTANT")

Witness that whereas:

- A. CITY and CONSULTANT entered into an agreement on September 22, 2010 ("Agreement"), wherein CITY retained CONSULTANT to provide environmental consulting services necessary to construct a minor league baseball stadium within the City of Escondido for an amount not to exceed \$148,000; and

- B. CITY and CONSULTANT desire to amend the Agreement to include additional work, which is defined in "Attachment A" to this Amendment, which is incorporated by reference;

NOW THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

- 1. The CONSULTANT will furnish the services described in "Attachment A" to this Amendment.

- 2. CITY will compensate the CONSULTANT in an additional amount not to exceed \$40,930 pursuant to the conditions and compensation terms contained in "Attachment A" to this Agreement.

- 2. CITY will compensate the CONSULTANT in an additional amount not to exceed \$40,930 pursuant to the conditions and compensation terms contained in "Attachment A" to this Agreement.

- 3. All additional terms under the Agreement between CITY and CONSULTANT still apply to the additional work to be performed by CONSULTANT under this Amendment. If any of the terms of this Amendment conflict with the Agreement, this Amendment must prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CITY OF ESCONDIDO

Date: _____

Sam Abed, Mayor

Date: _____

Michael Schwerin CEO

APPROVED AS TO FORM:

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

By: _____

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

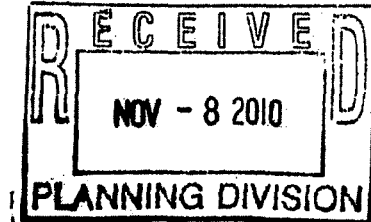
HELIX

Environmental Planning

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
Suite 200
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.helixepi.com

November 4, 2010

Barbara Redlitz
Director of Community Development
City Hall, First Floor
201 North Broadway
Escondido, CA 92025



Subject: Contract Augment to Provide Additional Environmental Consulting Services for the Ballpark Project

Dear Barbara,

HELIX Environmental Planning, Inc. (HELIX) is submitting this contract augment (Augment) to the City of Escondido (Client) to provide additional environmental consulting services for the Ballpark project. Under our original contract dated September 22, 2010, HELIX outlined its services, including review of site plan/background studies; preparation of technical studies, an Initial Study/Mitigated Negative Declaration (IS/MND), and Mitigation Monitoring Report (MMR); and management/meetings/hearings (Tasks 1 through 6). However, during the preparation of the technical studies and IS/MND, changes were made to the project design/footprint/location such that revisions to the project description, re-analysis of environmental issues and more intensive project management were required. The following scope of services would provide contract authorization for additional work conducted under Tasks 2, 3, and 5 caused by these changes to the definition of the project. In addition, Client has requested additional services under Task 2 that were not contemplated in the original contract.

SCOPE OF SERVICES

Task 1. Site Plan and Background Studies Review

No Change

Task 2. Technical Studies Preparation

All of the technical studies were revised to update the project description and related analysis. Most of the technical study revisions were able to be incorporated within the existing technical study budgets; however, the air quality/greenhouse gas technical study revisions required more substantial re-analysis than other reports, as detailed below.

Letter to Ms. Barbara Redlitz
November 4, 2010

Page 2 of 5

Air Quality/GHG – After the administrative draft air quality study was prepared, HELIX had to re-run the URBEMIS model and re-evaluate the significance of impacts for both construction and operational emissions scenarios based on the following revised conditions: 1) sizes of building demolition, 2) locations of ballpark and road realignment, 3) modification to the trip generation rates related to the ballpark capacity, and 4) emission reduction measures for intermodal mass transit (i.e., with and without evening commuter rail operations). The updated modeling information was then integrated into the text and appendices of the public review study.

The following additional analysis has been requested by the City:

Geology/Soils – HELIX will contract with Geocon, Inc. (Geocon) to conduct a preliminary geotechnical investigation for the ballpark properties. In that process they will drill three (3) small, diameter borings and collect samples to be analyzed by an off-site state-certified laboratory for gasoline and diesel contamination. Laboratory tests will also be performed on selected samples to evaluate the physical characteristics for engineering. Geocon will provide a written report presenting the findings, conclusions and recommendations regarding foundation design. This work does not include the evaluation or identification of the potential presence of hazardous or corrosive materials on the site.

Task 3. IS/MND Preparation

Revisions to IS/MND were more substantial than contemplated and the project description was revised triggering the following unanticipated changes to the IS/MND: 1) project description updates were required throughout the text and new graphics for the IS/MND, 2) new analysis was added to the Supplemental Comments throughout the IS/MND to address the parking lots and typical capacity scenario, 3) a separate parking study was reviewed and summarized, and 4) revisions/updates to the IS/MND were required in the areas of noise, sewer/water, traffic, stormwater, air quality, and greenhouse gases in response to technical study revisions.

Task 4. Mitigation Monitoring and Reporting Program

No Change

Task 5. Project Management

The intensity of the report preparation period necessitated more extensive management and coordination by HELIX staff than originally anticipated. Instead of the 50 hours of management time assumed in the original agreement, HELIX has expended 88 hours to keep the project on schedule and resolve outstanding issues during the preparation of the IS/MND. We have estimated that 20 additional hours are needed to complete the outstanding work on the IS/MND.

Task 6. Meetings/Hearings

No Change

Letter to Ms. Barbara Redlitz
November 4, 2010

SCHEDULE

HELIX will work with Client in a timely and professional manner in accordance with the Terms and Conditions incorporated herein by reference as Exhibit A. These Terms and Conditions are a material part of this Agreement.

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed \$40,930 (a breakdown of which is provided below), which brings our currently authorized amount from \$147,660 to \$188,590. All work shall continue to be invoiced on a time and materials basis pursuant to Exhibit B, Schedule of Fees. Payment terms are net 30 days pursuant to the Terms and Conditions referenced herein.

<u>Task Number</u>	<u>Task Name</u>	<u>Cost</u>
1	Site Plan and Background Studies Review	\$ 0
2	Technical Studies	
	Air Quality/ Greenhouse Gas Emissions	3,000
	Geology/Soils	15,200
3	Initial Study/Mitigated Negative Declaration	12,000
4	Mitigation Monitoring and Reporting Program	0
5	Project Management	10,730
6	Meetings/Hearings	0
	TOTAL	\$40,930

ASSUMPTIONS AND LIMITATIONS

The following assumptions and limitations are a material component of this agreement.

- Costs associated with additional public meetings, surveys not specifically described above or in the existing Agreement ("additional work") are not included within the scope of services required of HELIX under this Augment to the Agreement.
- Once preparation of the screencheck final document has begun, no changes to the project design will occur such that major revisions to the project description or re-analysis of any environmental issue will be required.

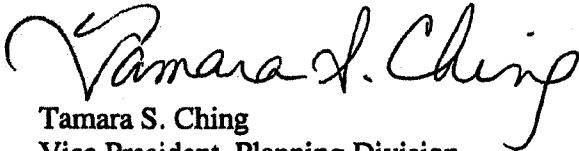
Letter to Ms. Barbara Redlitz
November 4, 2010

EXECUTION OF AGREEMENT

This quote is good for 30 days from the date of this letter. This Augment will become a contract amendment upon HELIX's receipt of this original signed by an authorized representative of Client, or upon execution of a contract augment in Client's augment format.

We look forward to continuing our work with you on this project. If you have any questions concerning this Augment, please call Kim Baranek or me at (619) 462-1515.

Sincerely,



Tamara S. Ching
Vice President, Planning Division

Letter to Ms. Barbara Redlitz
November 4, 2010

I hereby authorize HELIX to begin work in accordance with this Augment and the attached Terms and Conditions and Schedule of Fees.

CITY OF ESCONDIDO

A ___ corporation, OR a ___ limited liability company, OR a ___ general partnership or ___ limited partnership, OR a _____ (select one or fill in blank).

Signed by: _____ Printed: _____

Title: _____ Date: _____

To expedite Augment processing, please provide the following information for this contract:

Project Manager

Name: _____
Address: _____
(if different from p.1)
Phone: _____
Email: _____

Accounts Payable

Contact/Name: _____
Address: _____
(if different from p.1)
Phone: _____
Fax: _____
Email: _____

Please mail or fax (619-462-0552) to Daniel Gallaher, Controller

If using your own contract format, please attach and return with this Agreement.

RESOLUTION NO. CDC 2010-16

A RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE CONSULTING AGREEMENT WITH LINDSCOTT, LAW & GREENSPAN ENGINEERS PERTAINING TO THE DESIGN AND CONSTRUCTION OF A MINOR LEAGUE BASEBALL STADIUM

WHEREAS, in a public meeting on September 22, 2010, the Community Development Commission (CDC) authorized the City Manager to execute a Consulting Agreement for Design Professionals ("Agreement") with Linscott, Law & Greenspan Engineers in the amount of \$74,500 for transportation, traffic, and parking studies pertaining to the proposed Ballpark; and

WHEREAS, the Assistant to the City Manager now recommends execution of First Amendment to Consulting Agreement ("First Amendment") to prepare Responses to Comments received during the public review period of the Mitigated Negative Declaration which were not a part of the original agreement; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the First Amendment with Linscott, Law & Greenspan Engineers in the amount of an additional \$6,500.

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 Commission accepts the recommendation of the Assistant City Manager.

3. That the Commission hereby authorized the City Manager, on behalf of the CDC to execute the First Amendment with Linscott, Law & Greenspan Engineers. A copy of the First Amendment is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
FIRST AMENDMENT TO CONSULTING AGREEMENT

This "Amendment" is made this _____ day of _____, 20__.

Between: CITY OF ESCONDIDO
a municipal corporation
201 N. Broadway
Escondido, California 92025
("CITY")

And: Linscott, Law & Greenspan Engineers
4542 Ruffner Street, Suite 100
San Diego, CA 92111
Attn: John P. Keating
858-300-8800
("CONSULTANT")

Witness that whereas:

- A. CITY and CONSULTANT entered into an agreement on September 22, 2010 ("Agreement"), wherein CITY retained CONSULTANT to provide transportation, traffic and parking studies pertaining to a proposed minor league ballpark for an amount not to exceed \$74,500; and
- B. CITY and CONSULTANT desire to amend the Agreement to include additional work, which is defined in "Attachment A" to this Amendment, which is incorporated by reference;

NOW THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

1. The CONSULTANT will furnish the services described in "Attachment A" to this Amendment.
2. CITY will compensate the CONSULTANT in an additional amount not to exceed \$6,500 pursuant to the conditions and compensation terms contained in "Attachment A" to this Agreement.

- 3. All additional terms under the Agreement between CITY and CONSULTANT still apply to the additional work to be performed by CONSULTANT under this Amendment. If any of the terms of this Amendment conflict with the Agreement, this Amendment must prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CITY OF ESCONDIDO

Date: _____

Clay Phillips, City Manager

Date: _____

John P. Keating, Principal

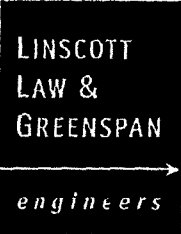
APPROVED AS TO FORM:

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

By: _____

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

Resolution No. CDC 2010-16
EXHIBIT 1
Page 3 of 5



Engineers & Planners
Traffic
Transportation
Parking

Linscott, Law &
Greenspan, Engineers
4542 Ruffner Street
Suite 100
San Diego, CA 92111
858.300.8800 T
858.300.8810 F
www.llgengineers.com

Pasadena
Costa Mesa
San Diego
Las Vegas

November 17, 2010

Mr. Ed Domingue
Director of Engineering Services
City of Escondido
201 N. Broadway
Escondido, California 92025

LLG Reference: 3-10-1980

Subject: **Contract Amendment No. 1 Request Form for the Escondido
Ballpark Project**
City of Escondido, California

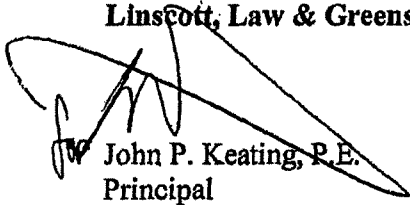
Dear Ed:

Linscott, Law & Greenspan Engineers (LLG) is submitting the attached Contract Amendment Request Form for the Escondido Ballpark Project. This amendment is required to prepare Responses to Comments received during the public review period of the MND. The responses shall be prepared to the comments received from SANDAG, City of San Marcos, Caltrans, and James Crone & Associates. The amendment also accounts for a future public hearing for this project.

In order to provide quality and expeditious service to our clients, we have developed the attached Contract Amendment Request Form. You will note that the Form refers to our original contract of September 27, 2010 in that all the terms and conditions agreed to in that document, and any subsequent Contract Amendments, will continue to apply except as amended herein.

If you are satisfied with the request to amend the contract, please provide the appropriate billing information. If you have any questions, please call us.

Sincerely,
Linscott, Law & Greenspan, Engineers



John P. Keating, P.E.
Principal

Philip M. Linscott, PE (1924-2000)
Jack M. Greenspan, PE (Ret.)
William A. Law, PE (Ret.)
Paul W. Wilkinson, PE
John P. Keating, PE
David S. Shender, PE
John A. Boerman, PE
Clare M. Look-Jaeger, PE
Richard E. Barretto, PE
Keil D. Maberry, PE

Mr. Ed Domingue
November 17, 2010
Page 2

Resolution No. CYC 2010-16
EXHIBIT 1
Page 4 of 5

LINSCOTT
LAW &
GREENSPAN
engineers

DATE: November 17, 2010
CLIENT: Mr. Ed Domingue
City of Escondido
201 N. Broadway
Escondido, California 92025
PROJECT: Escondido Ballpark
LLG File 3-10-1980

SCOPE OF WORK FOR AMENDMENT #1

The following services shall be provided:

1) Prepare Responses to Comments	\$ 5,300
2) Prepare and Attend one (1) Public Hearing	\$ <u>1,200</u>
<i>Subtotal</i>	\$ 6,500
Current Contract Amount:	\$ 74,500
<u>Contract Amendment #1:</u>	\$ <u>6,500</u>
Adjusted Contract Amount:	\$ 81,000

Upon return of a fully executed authorization, this service fee and conditions shall become a part of the Contract Agreement dated September 27, 2010.

ACCEPTANCE MAY BE INDICATED BY SIGNING BELOW

(Authorized Agent)

(Title)

(Firm)

(Federal I.D. No.)

(Telephone No.)

(Date)

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 15.B
Date: December 15, 2010

TO: Honorable Mayor and Members of the City Council

FROM: Charles Grimm, Assistant City Manager

SUBJECT: 480 N. Spruce Street

RECOMMENDATION:

It is requested that the City Council provide additional direction to staff regarding the possible purchase of 480 North Spruce Street. Should Council wish to proceed with the purchase, CDC Resolution 2010-17 has been attached for adoption.

FISCAL ANALYSIS:

The negotiated price for the purchase of this property is five million dollars (\$5,000,000). The five million dollars along with other associated clean up costs would be funded with Redevelopment Dollars.

BACKGROUND:

Over the last several years, the City Council has discussed the need to redevelop the older industrial area near the City's public works yard. The area discussed includes the properties that are bounded by Washington Street on the north, Center City Parkway on the east, West Valley Parkway on the south and the railroad tracks on the west. In addition, prior to any discussion of a ballpark, the City Council designated this area for special study by staff and the General Plan Citizens Committee.

When a minor league ballpark was proposed for development it began to be viewed as a possible anchor for the redevelopment that Council had suggested for this area. As the possible ballpark sites in the City were narrowed down, it became apparent that due to its location, land costs and other considerations, this area was the best possible site to locate a ballpark. At that time the Moorad Group employed a local broker to negotiate the possible purchase of several key properties within the study area boundaries. A tentative deal was reached for the sale of the property at 480 N. Spruce to the Moorad Group. The negotiated price was five million dollars (\$5,000,000).

Upon agreement by the City Council and the Moorad Group, and with the consent of the Seller, the Escondido Community Development Commission was substituted as the Buyer for the property in place of the Moorad Group. In late October, the Commission made a non-refundable deposit of one hundred thousand dollars (\$100,000) to replace the deposit previously made by the Moorad Group

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 15.B
Date: December 15, 2010

TO: Honorable Mayor and Members of the City Council

FROM: Charles Grimm, Assistant City Manager

SUBJECT: 480 N. Spruce Street

RECOMMENDATION:

It is requested that the City Council provide additional direction to staff regarding the possible purchase of 480 North Spruce Street. Should Council wish to proceed with the purchase, CDC Resolution 2010-17 has been attached for adoption.

FISCAL ANALYSIS:

The negotiated price for the purchase of this property is five million dollars (\$5,000,000). The five million dollars along with other associated clean up costs would be funded with Redevelopment Dollars.

BACKGROUND:

Over the last several years, the City Council has discussed the need to redevelop the older industrial area near the City's public works yard. The area discussed includes the properties that are bounded by Washington Street on the north, Center City Parkway on the east, West Valley Parkway on the south and the railroad tracks on the west. In addition, prior to any discussion of a ballpark, the City Council designated this area for special study by staff and the General Plan Citizens Committee.

When a minor league ballpark was proposed for development it began to be viewed as a possible anchor for the redevelopment that Council had suggested for this area. As the possible ballpark sites in the City were narrowed down, it became apparent that due to its location, land costs and other considerations, this area was the best possible site to locate a ballpark. At that time the Moorad Group employed a local broker to negotiate the possible purchase of several key properties within the study area boundaries. A tentative deal was reached for the sale of the property at 480 N. Spruce to the Moorad Group. The negotiated price was five million dollars (\$5,000,000).

Upon agreement by the City Council and the Moorad Group, and with the consent of the Seller, the Escondido Community Development Commission was substituted as the Buyer for the property in place of the Moorad Group. In late October, the Commission made a non-refundable deposit of one hundred thousand dollars (\$100,000) to replace the deposit previously made by the Moorad Group

into the escrow for this property. In November, the City Council directed staff to request that the Seller extend the determination whether or not to proceed with the transaction until escrow until December 16, 2010, and extend the deadline for the close of the escrow. The Seller agreed to these requests, but added a provision that on December 16, 2010, an additional two hundred fifty thousand dollars (\$250,000) deposit must be made. This deposit could be credited against the purchase price if escrow closed by December 31, 2010, but would otherwise be non-refundable if the Commission determined not to go forward with the transaction. The Seller was unwilling to delay close of escrow into 2011 at the present purchase price.

The Commission is requested to direct staff to either deposit an additional \$250,000 into escrow on December 16, 2010, and thereafter complete the purchase, in which case the \$250,000 and the previous \$100,000 deposit would be credited against the \$5,000,000 purchase price. Alternatively, the Commission could direct staff to take no further action on the transaction, in which case no deposit of \$250,000 would be made and the previous deposit of \$100,000 would be forfeited.

Respectfully submitted,

Charles Grimm
Assistant City Manager

RESOLUTION NO. CDC 2010-17

A RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION APPROVING THE ACQUISITION OF REAL PROPERTY LOCATED AT 480 N. SPRUCE STREET, AND AUTHORIZING THE CHAIR AND SECRETARY TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE ACQUISITION AND ACCEPT A GRANT DEED

WHEREAS, California Health and Safety Code Section 33391 allows for the purchase of any real property for the purposes of redevelopment; and

WHEREAS, the Community Development Commission ("CDC") of the City of Escondido, California, has Redevelopment Plan objectives to eliminate blight and to improve the economic climate within the project area; and

WHEREAS, a parcel of real property addressed as 480 North Spruce Street ("Spruce Street Property") is located within the Redevelopment Project Area, as delineated in the Redevelopment Plan adopted in 1984; and

WHEREAS, the owners of the Spruce Street Property have entered into a Purchase and Sale Agreement by which they agreed to sell the property for a purchase price of \$5,000,000 to a prospective buyer; and

WHEREAS, the Commission has previously assumed the Buyer's rights and obligations in the purchase transaction, and made an initial deposit of \$100,000 in escrow, thereby allowing the Commission to complete the acquisition of the property; and

WHEREAS, the Commission desired additional time to consider the proposed purchase and the Seller provided such additional time on the condition that the Commission make an additional deposit of \$250,000 to be made no later than December 16, 2010; and

WHEREAS, both deposits will be credited against the purchase price in the event the Commission proceeds with the acquisition; and

WHEREAS, the amount of \$5,000,000 is a fair, reasonable and appropriate value for the property, and the use of redevelopment funds for acquisition of this Property will provide significant benefit to the redevelopment project area.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Commission of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the use of redevelopment funds for acquisition of this Property will provide significant benefit to the Redevelopment Project Area.
3. That the Chair and Secretary are authorized to make the additional deposit of \$250,000 towards the property purchase and thereafter, to expend such funds and execute on behalf of the Community Development Commission, all necessary escrow or other documents to acquire the Spruce Street Property for a purchase price of \$5,000,000, subject to final approval of all documents as to form by the City Attorney.



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. 2004-_____ File No. _____

Ord No. 2004-_____

Agenda Item No.: 15.c
Date: December 15, 2010

TO: Honorable Mayor and Members of the City Council and Community Development Commission

FROM: Charles Grimm Assistant City Manager

SUBJECT: Minor League Baseball Ballpark Discussion (AZ 10-0002)

RECOMMENDATION:

It is requested that the City Council and the Community Development Commission provide direction regarding the Memorandum of Understanding pertaining to the development of a minor league ballpark.

FISCAL ANALYSIS:

The cost of the project is expected to be approximately \$50 million which will be financed through the issuance of redevelopment bonds.

GENERAL PLAN ANALYSIS:

A minor league ballpark is consistent with the General Plan Economic Development and Community Revitalization goals and with the Escondido Redevelopment Plan.

PREVIOUS ACTION:

None

BACKGROUND:

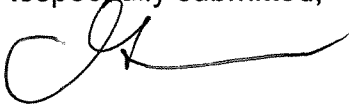
A development group, including current San Diego Padres owner Jeff Moorad, has approached the City of Escondido with the possibility of creating a public-private partnership to develop a Triple A ballpark in the City of Escondido. Such a facility is anticipated to be a catalyst toward stimulating redevelopment activity in an underutilized industrial area, and to improve the City's fiscal stability by diversifying the economic base and broadening employment opportunities.

The City contracted with Charles Black, of CB Urban Development, to represent the City interests in extensive negotiations of the proposed ballpark project. He has provided a Memorandum of Understanding outlining the major negotiated points (See Attachment 1). However, there are still other issues that have not yet been finalized that could affect the project, including the acquisition of properties as well as other environmental issues.

Minor League Ballpark Discussion
December 15, 2010
Page 2

Currently, the Memorandum of Understanding has simply been a useful mechanism for negotiations for the City and the Moorad Group to develop and discuss the various issues associated with the proposed project. Pending Council direction today, that material currently in the Memorandum of Understanding would be incorporated into a Development and Disposition Agreement that would be finalized and presented to the City Council and Commission for consideration at a public hearing.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'C. Grimm', written in a cursive style.

Charles Grimm
Assistant City Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ESCONDIDO, THE COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF ESCONDIDO
AND
NORTH COUNTY BASEBALL LLC**

This Memorandum of Understanding (“MOU”) is made and effective as of December 15, 2010 by and between the Community Development Commission of the City of Escondido, a public body, corporate and politic (“Commission”) and the City of Escondido, a public body, corporate and politic (“City”) and North County Baseball LLC, a Delaware limited liability company (“Moorad Group”). City and/or Commission and Moorad Group are sometimes individually or collectively called “Party” or “Parties.” As used herein, capitalized terms will have the meanings assigned them in Section 2 and throughout this MOU.

1. **Purpose and Intent.** Moorad Group has proposed to acquire a AAA Minor League baseball team that is a member of the PCL (“Team”) and to relocate the Team to Escondido provided that the Commission agrees to cause the construction of a Minor League Baseball park in accordance with the terms of the Implementing Agreements. The Parties have identified a site upon which the Ballpark is proposed to be constructed. The purpose and intent of this MOU is to describe the Parties’ roles and responsibilities subject to the Project Approvals regarding the City and Commission’s consideration of the proposed Project, and to the extent the City and Commission determine to move forward with the Project, describe the process by which the design, development, construction, operation and occupancy of the Ballpark will occur. It is the express intent of the Parties that this MOU not provide for entitlements in land or development, or require the City or Commission to act in any particular way with respect to the approval of the proposed Project. Such entitlements and such approvals will be the subject of future discretionary actions by public entities or of permits to be sought at later times. It is also the intent of the Parties that this MOU will reserve to City and/or Commission discretion to approve or disapprove all actions contemplated by the MOU which require by law the exercise of discretion and which City and/or Commission, as applicable, cannot lawfully be committed to by contract including, without limitation, the requirements of the California Environmental Quality Act (“CEQA”) and applicable requirements of the California Redevelopment Law (“CRL”). All such statutes will be fully complied with in the implementation of the matters set forth in this MOU. Specifically, with respect to the CRL, Sections 33430, *et seq.*, including without limitation Sections 33431, 33433, 33445, and 33679 require that the Commission and City Council each hold public hearings in connection with the sale or lease of real property, and, thereafter, exercise their respective sole and absolute discretion with respect to the approval of any such sale or lease and other matters relating to the Implementing Agreements. The Parties intend that the planning, development and construction of the Project be a cooperative, mutual endeavor in which the Parties actively participate and work together, in good faith and with due diligence.

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2. Definitions.

a. "Adjusted Ballpark Budget" means the Ballpark Budget, adjusted in accordance with Section 5.f.

b. "Ballpark" means an open-air, natural grass, state-of-the-art Minor League Baseball facility, more particularly described in the Baseline Program, with approximately 9,000 seats (including seating in a grass-berm within the paid admission area) and consisting of the ballpark structure itself, all fixtures and systems, the grounds and walkways immediately surrounding the ballpark structure, the Dedicated Parking on the Ballpark Site, building-standard tenant improvements customary in commercial office projects, furniture, fixtures and equipment designed and built in conformance with the requirements of both the Commission and the Moorad Group.

a. "Ballpark Budget" means the anticipated total cost for the development and construction of the Ballpark, including all architectural, engineering, permitting, testing and inspection and hard and soft costs, but excluding all costs identified in the City Budget. The initial Ballpark Budget is \$40,000,000.

b. "Ballpark Site" means the real property composed of the City Yard, the Spruce Street Property and the NCTD Property, consisting of approximately 14.89 acres in the aggregate (excluding City Rights-of-Way) and described in Exhibit 2.

c. "Baseline Program" means the Ballpark program described in Exhibit 1.

d. "Capital Expenditure Reserve Fund" means an interest bearing account, funded by Moorad Group in accordance with Section 11.c(ii) pursuant to an Operating Agreement which will serve as a reserve fund for the cost of all labor and materials reasonably required to repair, restore, replace, or at the request of the Moorad Group and approval of City and/or Commission, not to be unreasonably withheld, conditioned or delayed, improve any structural components, systems components or integral parts of the Ballpark, which would customarily be treated as a capital item for federal income tax purposes. By way of example only and not as a limitation, such capital items will include: structural components including all foundations, structural members, piers, walls, roofs, seats, suites and ramps; systems components include scoring systems, video boards, heating, ventilating, air conditioning, plumbing, electrical, gas and water systems and escalators and elevators. Interest earned on the Capital Expenditure Reserve Fund will be credited to the Capital Expenditure Reserve Fund and all funds remaining in the Capital Expenditure Reserve Fund at the end of the Term will belong to the Commission.

e. "City Budget" means (i) the anticipated aggregate direct costs for land acquisition, site preparation (including clearing, demolition, and remediation), (ii) design, construction and completion of Infrastructure and (iii) Project Financing costs, but excluding the costs of relocating the City public works activities on the City Yard. The initial City Budget is \$10,000,000.

f. "City Council" means the Escondido City Council, the public governing body of the Commission

g. "City Site" means the real property consisting of approximately 10.32 acres and described as APN 232-090-72.

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h. "City Events" means up to nine (9) events each calendar year conducted by the Commission or the City (including City- and/or Commission-sponsored third-party events). City's and/or Commission's right to conduct City Events is subject to (i) providing sixty (60) days prior written notice of such event to Moorad Group, (ii) the non-existence of schedule conflicts at the time of such notice, with any Moorad Group games and events and (iii) subject to the payment to Moorad Group of reasonable charges for operations, maintenance and utilities to use the Ballpark.

i. "City Rights-of-Way" means the dedicated rights-of-way underlying portions of North Spruce Street and Norlak Avenue within the Ballpark Site.

j. "Concession Rights" means the contractual right to sell any kind of food, beverage, novelties or other goods or services at the Ballpark.

k. "C.P.I." means the San Diego Consumer Price Index for all urban consumers (CPI-U).

l. "Dedicated Parking" means up to 1175 parking spaces within the immediate vicinity of the Ballpark with up to 331 spaces on the Ballpark Site and up to 844 spaces on the City Site, subject to Section 4.c.

m. "Effective Date" means December 15, 2010.

n. "Final" means the issuance or approval of the Project Approvals and either (a) the passage of the date prescribed for the filing of any action to annul, contest or set aside the Project Approvals without the timely filing of any such action, or (b) to the extent any action(s) to annul, contest, appeal or set aside Project Approvals have been timely filed, then the date on which such action(s) have been adjudicated with finality (including any appeals thereof) in favor of the granting or issuance of the Project Approvals.

o. "Force Majeure Event" means any of the following events which prevents or materially impairs a Party from performing any specified obligations: any act of God, strike, lockout or other industrial disturbance during the development or construction only of the Ballpark, litigation, including litigation challenging any Project approval or the City's and/or Commission's compliance with the CEQA, CRL or any other law or regulation, the occurrence of an event that has a catastrophic effect on the financial markets which prevents the Commission from completing Project Financing (provided the Commission will not be excused from performing its obligation to complete Project Financing for a period longer than sixty (60) days), act of public enemy, blockade, war, insurrection, civil disturbance, explosion or riot; epidemic; landslide, earthquake, fire, storm, flood, or washout; governmental restraint, action or inaction, either federal, state, county, civil or military, including the adoption of any new law materially affecting either the ability of the Parties to proceed or the costs of proceeding (but not including any City laws or ordinances or any actions taken by the Commission, City Council or City); and any initiative or referendum.

p. "General Contractor" means the general contractor selected, in accordance with Section 8, to construct the Ballpark.

q. "GMP Contract" means a guaranteed maximum price contract with General Contractor for the construction of the Ballpark in accordance with this MOU. The GMP

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Contract will include a schedule for Substantial Completion of the Ballpark consistent with the Project Schedule.

r. “Guaranty” means the guaranty of a guarantor reasonably acceptable to City and/or Commission (“Guarantor”) guaranteeing compliance with the Operating Agreement during the term thereof. For the avoidance of doubt, the Parties acknowledge that the Moorad Group is wholly-owned by JSM Acquisition, L.P. and, subject to the reasonable satisfaction of the City and/or Commission as to its net worth and liquidity, JSM Acquisition, L.P. will be the Guarantor.

s. “Implementing Agreements” means the Disposition and Development Agreement, the Operating Agreement, the Option Agreement and such other and further agreements as are necessary to implement the terms of this MOU.

t. “Infrastructure” means roads, sidewalks, Dedicated Parking on the City Site and other public facilities, public utilities and physical mitigation measures required for the construction and operation of the Ballpark.

u. “Naming Rights” means the contractual right to have a name associated with the Ballpark as a whole or for specific areas within the Ballpark.

v. “Opening Date” means the first scheduled home game of the 2012 Minor League Baseball Season (or any exhibition game occurring no more than two weeks prior thereto), or as soon thereafter as possible.

w. “Operating Agreement” means an agreement between Commission and Moorad Group governing the use and occupancy of the Ballpark, consistent with Section 11.

x. “Option Agreement” means an Option Agreement between City and Moorad Group consistent with the terms and conditions of Section 13.

y. “Project” means all the obligations of the Commission described in Paragraphs 4, 5 and 6 hereof.

z. “Project Approval” means Commission and/or City approval, in their sole and absolute discretion, subject to the satisfaction of all applicable requirements of the CRL and CEQA, of (i) Project Financing and (ii) the Implementing Agreements.

aa. “Project Financing” means the financing of the Project described in Section 9.

bb. “Project Financing Costs” will include all costs that will be incurred by the Commission in securing financing for the cost of the Ballpark, land acquisition and Infrastructure including, without limitation, all underwriters, bond counsel, trustee, interest reserve, rating agency and other fees and costs associated with Project Financing.

cc. “Project Schedule” means the schedule contained in Exhibit 3 which sets forth the sequence of all dependant actions required to determine the minimum time necessary to achieve Substantial Completion. The Parties understand and acknowledge that the Project Schedule represents the Parties’ best estimate of the time required to achieve the milestones described therein. The Project Schedule will be updated and expanded from time to time during the design, entitlement and permitting processes and during construction to reflect actual achievement of such milestones and based on construction schedules provided by the General Contractor. Upon

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approval of such updates or expansions by all Parties, the revised schedule will become the Project Schedule.

dd. "Redevelopment Plan" means the Redevelopment Plan adopted by Ordinance No. 84-85 of the City Council of the City on July 11, 1984, as amended on June 1, 2005, by Ordinance Nos. 2005-12, 2005-13, and on August 15, 2007, by Ordinance No. 2007-18.

ee. "Substantial Completion" means that offices, clubhouse and other areas of the Ballpark are ready for the playing and public exhibition of Minor League Baseball, subject only to contractors' punch lists.

3. **City or Commission Conditions Precedent.** It is the intent of the parties that the mutual obligations concerning the timely consideration of the Project Approvals by the Commission and City will be binding on all Parties, but that the terms specified herein with respect to the implementation of the Project Approvals will be conditioned upon and subject to further City Council approval and completion and satisfaction of all requirements imposed by applicable law including but not limited to the CEQA and CRL. Accordingly, only the obligations of City or Commission described in Sections 4.a.i, 4.b, and 5.a, will be immediately binding on City or Commission. The Implementing Agreements will provide that the obligations of the parties thereunder will be conditioned upon and subject to the timely satisfaction of the conditions precedent set forth below.

a. On or before December 31, 2010, delivery by the Moorad Group to Commission of written evidence that the Moorad Group has completed acquisition of the Team;

b. On or before the closing date of the acquisition of the Team pursuant to the Team Contract, Moorad Group will deliver to Commission written evidence that Minor League Baseball ("MiLB") and the Pacific Coast League of Professional Baseball Clubs, Inc. ("PCL") have (i) approved relocation of the Team from its current location to an interim location pending completion of the Ballpark and (ii) granted preliminary approval of the relocation of the Team to the Ballpark upon completion of the Ballpark;

c. On or before March 1, 2011, Moorad Group will deliver to Commission written evidence that Minor League Baseball ("MiLB") and the Pacific Coast League of Professional Baseball Clubs, Inc. ("PCL") have approved relocation of the Team from its interim location to the Ballpark upon completion of the Ballpark;

d. On or before May 15, 2011, Commission will notify the Moorad Group in writing that it has reasonably determined that the actual cost of all items included in City Budget will not exceed \$15,000,000;

e. On or before July 15, 2011, Moorad Group will deliver to Commission, in reasonable detail, an updated Ballpark Budget demonstrating to the reasonable satisfaction of the Commission that the Ballpark can be completed within the Ballpark Budget, as adjusted in accordance with Section 5.f;

f. On or before December 1, 2011, Commission will amend the Redevelopment Plan or take such other action as it may deem necessary to ensure that the construction and ownership of the Ballpark is a legally permitted activity under the Redevelopment Plan;

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g. On or before January 1, 2012, Commission will notify the Moorad Group in writing that the Project Approvals are Final;

h. On or before January 1, 2012, Commission will notify the Moorad Group in writing that the Ballpark Site is construction ready and that all property acquisition and required facility relocation and remediation is complete and that all required permits and approvals to construct the Ballpark have been issued; and

i. On or before January 1, 2012, Commission will deliver to Moorad Group written evidence that Commission has completed Project Financing in an amount not to exceed \$50,000,000.

4. **Ballpark Site Acquisition, Evaluation, Remediation and Entitlement.**

a. **Ballpark Site Acquisition.**

i. **Spruce Street Property.** On or before December 31, 2010, Commission will complete acquisition of the parcel consisting of approximately 3.78 acres located at 480 North Spruce Street, Escondido, California APN 232-091-28 ("Spruce Street Property"). The Commission has determined that it is in furtherance of the Commission's public purpose to acquire the Spruce Street Property independent of whether the Project is approved, or whether the Ballpark Site is determined to be the best location for the Project.

ii. **NCTD Property.** Commission will negotiate with the North San Diego County Transit District for the acquisition of the parcel known as APN 232-091-29, consisting of approximately 1.68 acres and located on the Northeastern corner of intersection of North Spruce Street and Norlak Avenue ("NCTD Property").

iii. **City Yard.** City holds fee title to the parcel known as APN 232-090-54 consisting of approximately 7.82 acres ("City Yard"). If the Project is approved, City will use its best efforts to relocate existing uses of the City Yard to an alternate location consistent with the Project Schedule.

iv. **City Rights-of-Way.** The Parties understand and acknowledge that use of the Ballpark Site for the Project will require vacation and relocation of the City Rights-of-Way. City agrees to timely consider such actions but is under no obligation to exercise its discretion in any particular manner.

b. **Ballpark Site Evaluation, Remediation and Entitlement.** To facilitate timely consideration of the Project, City and/or Commission will undertake such actions as are necessary and commercially reasonable to (i) expedite the entitlement process, (ii) perform all site due diligence necessary to complete the acquisitions, (iii) complete any site remediation deemed necessary by the government agencies having jurisdiction over the Ballpark Site, (iv) complete any additional environmental studies and analysis necessary for compliance with the CEQA and CRL, (v) prepare the Ballpark boundary survey and description, including preparing a base map to be used by the design team prior to the start of schematic design and (vi) perform all planning and preparation necessary to obtain all necessary approvals required for the construction and operation of the Ballpark (subject to any requirements of law, including hearings and findings).

c. **Ballpark Parking.** The Implementing Agreements will provide that, after accommodating any relocation necessary to clear the City Yard and NCTD Property of existing

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uses, Commission will construct Dedicated Parking facilities on the City Site to include as many parking spaces as possible. The Parties understand and acknowledge that such parking facilities on the City Site are an interim use that will remain until the City determines in its sole discretion that the following conditions are satisfied:

i. Redevelopment has occurred or will occur in the vicinity of the Ballpark;
and

ii. Such redevelopment includes or will include parking available for use by Ballpark patrons which, when added to other parking capacity in the vicinity of the Ballpark, will accommodate Ballpark parking demand.

d. **Alternative Sites.** If for any reason, the Ballpark Site is determined by the Parties to be infeasible as the site for the Ballpark, the Parties will work diligently and in good faith to locate another site, each acting in their sole and absolute discretion, and subject to the CEQA, CRL and other applicable laws.

5. **Planning, Design and Construction of Ballpark.** The Implementing Agreements will provide that the precise orientation, footprint and configuration of the Ballpark on the Ballpark Site will be determined jointly by the Commission and the Moorad Group. Commission will be responsible for the adoption of the plans and other legal documents, and the undertaking of the administrative acts necessary to facilitate construction of the Ballpark, as more fully set forth in this MOU.

a. **Entitlement Processing.** City and/or Commission will, at its sole cost, timely process all land use entitlements necessary for the construction and operation of the Ballpark. Moorad Group will cooperate with City and/or Commission in the preparation of any applications, technical studies or other submissions required in connection with such land use entitlement processing.

b. **Ballpark Design.** Moorad Group will cause the Ballpark to be designed in accordance with this Agreement, the Implementing Agreements and the then-current Ballpark Budget. In this regard, Moorad Group has selected Populous, Inc. ("Populous") as the architectural firm to design the Ballpark. Prior to entering into any contract with Populous or another other service provider related to the design of the Ballpark, Moorad Group will obtain Commission's approval of such contracts which will not be unreasonably withheld, conditioned or delayed. Such contracts will direct Populous and other service providers to: (i) design a first-class Ballpark in all its aspects for the playing and public exhibition of Minor League Baseball in the most cost-effective manner reasonably practicable consistent with the Ballpark Budget; and (ii) prepare and complete the Ballpark program, design, plans, specifications and timetable for construction of the Ballpark in accordance with the Baseline Program and consistent with the Project Schedule. Upon completion of each stage of the then-current design documents (which will be generally consistent with design documents previously approved by the Parties), the design documents will be submitted to Commission for its approval which will not be unreasonably withheld, conditioned or delayed.

c. **Commission Reimbursement of Design Costs.** Subject to satisfaction of the conditions precedent described in Sections 3.a, 3.b and 3.c, Commission will reimburse Moorad Group on a monthly basis for costs Moorad Group incurs with Populous and other service

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providers pursuant to contracts approved by Commission in accordance with Section 5.b. The Implementing Agreements will establish, and Moorad Group will comply with, reasonable conditions precedent to such reimbursement.

d. **Construction Estimates and Project Redesign.** At each of the Schematic Design, Design Development and Construction Documents phases of the design process, Moorad Group will cause the preparation of an estimate of the costs to construct the Ballpark (“Cost Estimate”). If during any such phase of the design process, the Cost Estimate exceeds the then-current Ballpark Budget, City and/or Commission and Moorad Group, working together diligently and in good faith, will cause the Ballpark to be redesigned and/or value-engineered and/or Ballpark features changed or revised so that such excess costs are eliminated and the aggregate amount of all line-item costs are less than the then-current Ballpark Budget. The process of redesign may be undertaken as part of the design process for the next phase of design, but with the understanding that the commitment of City, Commission and Moorad Group is to implement design changes as may be necessary to provide assurance that the construction costs for the Ballpark will not exceed the then-current Ballpark Budget.

e. **Adjustments to City Budget and Ballpark Budget.** No later than May 15, 2011, City will prepare a “Final City Budget” which will supersede the initial City Budget. The City will use its best efforts to cause the Final City Budget to be less than or equal to \$10,000,000. If the Final City Budget exceeds \$10,000,000, Moorad Group will fund the excess up to a maximum of an additional \$5,000,000 (the “Ballpark Contribution”). To the extent that (i) the Final City Budget exceeds \$15,000,000, and (ii) the Parties are unable to reduce the costs through value engineering or mutually agreeable changes to the design or program, and (iii) no Party elects to fund the excess costs, then any Party may terminate the Implementing Agreements.

f. **Final Ballpark Budget and Completion of Ballpark.** If and to the extent that the Ballpark Contribution is required to be paid pursuant to Paragraph 5.e, Moorad Group will have the option to either fund the Ballpark Contribution in cash, or cash equivalents, or to prepare an Adjusted Ballpark Budget and shift funds from the Ballpark Budget to the City Budget to satisfy such funding requirement. Moorad Group may, in its sole discretion, reduce the Ballpark Budget by an amount equal to the amount necessary to satisfy the Ballpark Contribution requirement. If the Ballpark Contribution is required and if Moorad Group elects not to make the Ballpark Contribution in cash or cash equivalents, Moorad Group will prepare the Adjusted Ballpark Budget no later than July 15, 2011.

g. **Moorad Group Funding and Completion of Ballpark.** Upon the satisfaction of the conditions precedent described in Section 3 and upon approval and issuance of all land use entitlements and permits required for the construction of the Ballpark, Moorad Group will cause the Ballpark to be constructed in accordance with the Project Schedule, subject to Section 8. The Implementing Agreements will (i) establish, and Moorad Group will comply with, reasonable conditions and requirements relating to the funding of the design, construction and completion of the Ballpark, (ii) require Moorad Group to guaranty the lien-free completion of the Ballpark in accordance with the Project Schedule and the Adjusted Ballpark Budget and (iii) require Moorad Group to fund all costs incurred to complete the Ballpark in excess of the Adjusted Ballpark Budget.

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6. **City and/or Commission Completion of Work Described in Final City Budget.**

Provided the Ballpark Contribution is timely made, City and/or Commission will complete and fund all work described in Final City Budget regardless of cost.

7. **Representations, Warranties, Acknowledgements and Covenants of Moorad Group.**

City and Commission are entering into this MOU in reliance on the following representations, warranties, acknowledgements and covenants of the Moorad Group.

a. **Representations and Warranties.** Moorad Group represents and warrants to City and Commission as follows:

i. Moorad Group is the buyer under a contract (“Team Contract”) to acquire the Team.

ii. The Team Contract is valid, binding and in full force and effect.

iii. Moorad Group has obtained all preliminary consents and approvals from MiLB and the PCL that are obtainable at this time for the Moorad Group to enter into and perform its obligations under this MOU.

iv. The completion of Moorad Group’s acquisition of the Team and its relocation to the Ballpark are subject only to the conditions precedent or approvals described in Sections 3.c and 7.a.iii of this MOU and those previously described and provided to City/Commission’s redevelopment counsel.

v. To the knowledge of the Moorad Group, there are no rules, regulations or other requirements in effect or contemplated by any governing body having jurisdiction over Minor League Baseball that would affect or impair the relocation of the Team to the Ballpark as its exclusive venue for home games.

b. **Acknowledgements.** Moorad Group acknowledges the following:

i. Notwithstanding the terms and conditions of this MOU, certain actions (collectively, “Discretionary Actions”) incidental to matters described herein may require the exercise of discretion by the City and/or Commission pursuant to the CEQA, applicable requirements of the CRL or other laws to which City and/or Commission are subject (collectively, “Legal Requirements”);

ii. Such Discretionary Actions cannot lawfully be committed to by contract pursuant to the Legal Requirements and cases interpreting the Legal Requirements; and

iii. Nothing in this MOU will be construed as circumscribing or limiting City’s and/or Commission’s exercise of discretion with respect to future Discretionary Actions and City and/or Commission, as applicable reserve their discretion to approve or disapprove such Discretionary Actions.

c. **Covenants.**

i. Subject to Project Approval, Moorad Group will use its reasonable best efforts to complete acquisition of the Team in accordance with the Team Contract. Upon request by City and/or Commission but in no event later than the closing date of the acquisition of the Team pursuant to the Team Contract, Moorad Group will deliver to City and/or Commission written evidence of the foregoing.

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ii. Upon completion of the Project, Moorad Group will relocate the Team to the Ballpark as its exclusive venue for home games, subject to Section 11.a hereof.

8. **Contractor Solicitation.** At a time determined by the Parties to be specified in the Implementing Agreements, and subject to compliance with the California Public Contract Code, Moorad Group will solicit, or cause to be solicited, proposals from the general contractor community. Selection of the General Contractor will be based on the “best value” criteria in accordance with California Public Contract Code Section 20175.2 and will be subject to approval by the Commission which will not be unreasonably withheld, conditioned or delayed. Once the General Contractor is selected, will Moorad Group negotiate a form of contract (“GMP Contract”) subject to approval by Commission which approval will not be unreasonably withheld, conditioned or delayed.

a. **GMP Contract and GMP Contract Amount.** Once the GMP Contract is executed, all schedule and cost impacts arising from any change to the Baseline Program requested by either Party that would reasonably be expected to increase the construction cost of the Ballpark above the amount of the GMP Contract, will be borne by the Party requesting such change, or by the Parties equally if they mutually request such change.

b. **Construction.** Upon completion of Project Financing, Moorad Group will deliver a notice to proceed to the General Contractor and will cause General Contractor to construct and complete the Ballpark in accordance with the GMP Contract and the Project Schedule.

c. **Substantial Completion.** Although the Parties desire Substantial Completion to occur on or before Opening Date, each Party acknowledges that the time required for the design, permitting and construction may exceed the allowed time. Therefore, although the Parties will exercise diligent and good faith efforts to cause design to be completed in accordance with the Project Schedule and each Party will exercise diligent and good faith efforts to cause construction to be Substantially Complete in accordance with the Project Schedule, neither Party will be liable to the other for any failure to comply with the Project Schedule.

d. **Cooperation and Collaboration During Construction.** Moorad Group will provide Commission with monthly progress reports and budget comparison statements throughout the Ballpark construction process, and will meet at least monthly to ensure that the Ballpark is on schedule and within budget.

9. **Project Financing.** Following Project Approval, Commission will arrange financing in an amount sufficient to cover the Ballpark Budget or Adjusted Ballpark Budget, as the case may be, and the Final City Budget, reduced by any Ballpark Contribution, up to an amount not to exceed \$50,000,000 from the financing source of its choice (i.e. lease revenue bonds, certificates of participation, private sources, etc.).

10. **Ownership of the Ballpark.** The Ballpark will be owned by the Commission.

11. **Occupancy, Operation and Management of the Ballpark.** On the Approval Date, Commission and Moorad Group will enter into an Operating Agreement (or an Operating Agreement and a separate agreement covering the Parties rights and obligations up until Substantial Completion) for the Ballpark consistent with the terms and conditions set forth below, guaranteed pursuant to the Guaranty.

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a. **Term of Occupancy.** The Operating Agreement will provide that the Team will play all of its home Minor League Baseball games at the Ballpark for thirty (30) years (“Term”), provided that the Team may play up to four (4) home games each season at another location selected by Moorad Group. Moorad Group will have two (2) five (5) year options to extend the Term on the same terms and conditions. To exercise these options, the Moorad Group must provide one (1) year prior written notice to the Commission. Moorad Group will be prohibited from relocating the Team to a location other than the Ballpark, or from playing home games at any facility other than the Ballpark except for temporary relocation necessitated by casualty damage to the Ballpark during the Term.

b. **Transfer of Franchise.** The Operating Agreement will provide that the Moorad Group will have the right to transfer ownership of the Team during the Term to the extent permitted by MiLB, without any restrictions imposed by the Commission, so long as the new Team owner agrees in writing prior to the transfer to assume all of Moorad Group’s obligations under the Operating Agreement for the balance of the Term and provides the Guaranty by another guarantor with the same or greater net worth and liquidity as the Guarantor as of the date of approval of the initial Guarantor.

c. **Rent.**

i. **Base Rent.** The Operating Agreement will provide that the Moorad Group will pay Commission as rent for the right to use and occupy the Ballpark, the sum of \$200,000 each calendar year (pro-rated, based on the Opening Date through October 1, in the year of the Opening Date) in equal semi-annual payments in July and October, commencing in the first year of Moorad Group’s occupancy of the Ballpark and increased every five (5) years by cumulative C.P.I. since the previous C.P.I. increase (if any).

ii. **Contribution to Capital Expenditure Reserve Fund.** The Operating Agreement will provide that in addition to base rent, on November 1st during each year of the Term, Moorad Group will deposit an amount equal to \$150,000 (subject to C.P.I. adjustments as described in Section 11.c.i) into the Capital Expenditure Reserve Fund. Moorad Group will be excused from making any portion of the Capital Expenditure Reserve Fund contribution that causes the balance of the Capital Expenditure Reserve Fund, including interest earned thereon, to exceed \$1,000,000.

d. **Use and Operation of Ballpark.** The Operating Agreement will provide that subject to rights of the Commission to conduct City Events, Moorad Group will have exclusive occupancy of the Ballpark and Moorad Group will operate and manage the Ballpark for both Moorad Group games and events and City Events as provided herein.

e. **Management Responsibilities.** The Operating Agreement will provide that the Moorad Group will operate and manage the Ballpark for all events in a first-class manner. Except as provided with respect to City Events, the costs of such operation and management will be borne exclusively by Moorad Group.

12. **Revenues.**

a. **Concessions.** The Operating Agreement will provide that the Moorad Group may either self-perform or select one or more concessionaires to provide concession services for all events at the Ballpark, including City Events. To the extent legally permitted, the Ballpark

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concessionaires selected by the Moorad Group will have the exclusive right to offer concession services within the Ballpark, including, without limitation, the walkways surrounding the admissions gates and the Dedicated Parking. Moorad Group will determine all food, beverage, novelty items and other goods and services to be sold by such concessionaires, and will approve all prices for such products. City and/or Commission will have the right to sell its novelties at City Events at no cost to City and/or Commission. All fees paid by third parties to obtain concession rights within the Ballpark will be retained by the Moorad Group. All concession commissions and other revenue payable in connection with concessions at Moorad Group games and all events will be retained by the Moorad Group.

b. **Advertising**. The Operating Agreement will provide that the Moorad Group will have the exclusive right to sell advertising within all parts of the Ballpark, including (subject to all applicable laws) outside the Ballpark and on the exterior structure of the Ballpark and/or its systems. Unless otherwise determined by Moorad Group in its contracts with advertisers, all advertising sold by Moorad Group will be displayed at the Ballpark at all events. Advertising sold and/or otherwise provided by Moorad Group for display in or within the Ballpark may not be covered or obstructed without Moorad Group's consent. City Events will not have title sponsors who are competitors of the exclusive Ballpark advertisers or sponsors. No sponsor of a City Event may remove or obstruct any Ballpark advertising sold by the Moorad Group, or display temporary advertising signage of any type that conflicts with the Moorad Group' advertising arrangements for the Ballpark. All revenue from the sale of advertising and sponsorships within the Ballpark will be retained by Moorad Group, except for permissible temporary advertising and sponsorships in connection with City Events. Any advertising or sponsorships in connection with City Events will require the prior approval of Moorad Group.

c. **Naming Rights**. The Operating Agreement will provide that all funds obtained from Naming Rights will be retained by the Moorad Group. Moorad Group will have the exclusive right to solicit for and contract with persons or entities interested in purchasing Naming Rights (except with respect to Infrastructure). Any name proposed to be associated with the Ballpark will be tasteful and not be a cause for embarrassment to the Commission and, to ensure this protection will be subject to the Commission's consent (which will not be unreasonably withheld or delayed).

d. **Parking**. The Operating Agreement will provide that the Moorad Group will establish all prices for parking at Dedicated Parking facilities during Ballpark games and events (including, without limitation, City Events). Moorad Group and City and/or Commission will cause the parking facilities dedicated to the Ballpark to be open to the public for general parking at non-event times, at competitive prices established by the Moorad Group. Net revenue from the operation of the Dedicated Parking facilities (i.e. gross revenue less all fees and operating expenses incurred in compliance with the parking operator's agreement) and all maintenance expenses related thereto will be shared equally by Moorad Group and Commission.

13. **Option to Purchase City Site**. The Implementing Agreements will include an agreement (the "Option Agreement") pursuant to which the City will grant Moorad Group an option to purchase the City Site as follows:

a. The cash purchase price will be the fair market value of the City Site based on the highest and best use of the City Site determined by appraisal as of the date of completion of the

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Ballpark. The highest and best use will be based on the zoning designations for the City Site as of the date of the appraisal.

b. The option will expire one year following the Substantial Completion of the Ballpark.

c. Moorad Group will receive a credit against the purchase price up to a maximum of \$2,500,000, equal to \$1 for each \$1 Moorad Group incurs to complete the Ballpark in excess of the Ballpark Budget or the Adjusted Ballpark Budget, as the case may be, provided, however, the credit will not include any amounts Moorad Group incurs to complete the Ballpark in excess of \$40,000,000.

14. **Force Majeure.** Should any of the Parties be delayed in or prevented, in whole or in part, from performing any obligation or causing the satisfaction of any condition required by or referenced in this MOU by reason of a Force Majeure Event, that Party will be excused from performing that obligation or causing the satisfaction of that condition for so long as the Party is delayed or prevented from performing, and for a period of thirty (30) calendar days thereafter, and any affected deadlines will be similarly extended.

15. **Implementation.** Subject to compliance with the CEQA, CRL and any other applicable laws, and following approval of all discretionary acts of the Commission and City Council with respect to the subject matter of this MOU, the Parties will take all lawful actions, and enter into all Implementing Agreements necessary to implement the purpose and intent of this MOU. Unless specifically directed or prohibited to act in a particular manner by this MOU, City and/or/Commission, as applicable will have the discretion to implement this MOU in the manner that, in its best judgment, is in its best interests. Nothing in this MOU will direct, abrogate or alter the lawful responsibilities and discretion of the City or the Commission.

16. **Notice.** Any notice, demand, complaint, request, or other submission under this MOU will be in writing and will be given by personal delivery to the persons designated below, with copies delivered as indicated, or by US Mail, certified, return receipt requested, with copies mailed as indicated.

For the Commission: Executive Director
201 North Broadway
Escondido, CA 92025
cphillip@sescondido.org

Copy: Agency Counsel
201 North Broadway
Escondido, CA 92025
jepp@escondido.org

Copy: City Project Manager
Charles E. Black
14668 Encendido
San Diego, CA 92127
cblack@cburbandevelopment.com

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For Moorad Group: Jeffrey S. Moorad
North County Baseball LLC, a Delaware LLC
100 Park Blvd.
San Diego, CA 92101
bsblesq@yahoo.com

Copy: Gerard J. Kenny
Gibson, Dunn & Crutcher LLP
3161 Michelson Drive, Suite 1400
Irvine, CA 92612
GKenny@gibsondunn.com

17. **Counterparts.** This MOU may be executed in any number of separate counterparts and by each of the Parties in separate counterparts, each counterpart constituting an original, and all such counterparts constituting but one and the same agreement.

18. **Possessory Interest Taxes.** The use and occupancy of the Ballpark may create possessory interests subject to taxation by the State of California. The Operating Agreement will provide that the Moorad Group will pay the first \$15,000 of any possessory interest assessed during each year of the Term and the Commission will pay the balance.

19. **Governing Law.** This MOU will be governed by and construed according to the laws of California. Venue will be in California Superior Court for San Diego County, North County Branch.

20. **Successors and Assigns.** This MOU will be binding upon and will inure to the benefit of the Parties and their respective assigns; provided, however, that other than assignments to its affiliates, the Moorad Group will have no right to assign this MOU or its rights hereunder prior to Substantial Completion.

21. **Termination.** If the Implementing Agreements are not approved by the City Council on or before February 16, 2011, unless otherwise agreed to in writing by the Parties, this MOU will terminate without liability and neither party will have any rights or obligations with respect to the other.

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22. **Authority.** The individual(s) signing this MOU on behalf of each Party have the power, right and authority to (i) enter into this MOU and (ii) bind such Party with respect to the matters described herein.

This MOU is made this 15th day of December, 2010, by the Parties named below.

North County Baseball LLC, a Delaware limited liability company

By: JSM Acquisition, L.P. a Delaware limited partnership, its sole member

By: JSM Management LLC, a California limited liability company, its managing general partner

By: _____
Jeffrey S. Moorad
Manager

Community Development Commission of the City of Escondido, a public body, corporate and politic

By: _____
Sam Abed
Mayor

City of Escondido, a public body, corporate and politic

By: _____
Sam Abed
Mayor

I HEREBY APPROVE the form and legality of the foregoing Memorandum of Understanding this 15th day of December, 2010.

Jeffrey R. Epp, City Attorney

Exhibit 1
Baseline Program

Escondido ~~Triple AAA~~ Ballpark – Program Narrative

Draft Version – ~~August 1, 2010~~ Revised August 27, 2010

Note: This document contains program information that is known at this time, outlining anticipated spaces, amenities and features of the Ballpark. It is the intent of the Parties that the Program narrative will serve as a guide for the Owner and the Architect during the design phase and that this information does not represent the Final Baseline Program.

General

The proposed facility will be design primarily for AAA minor league baseball. The building is also to be designed for other community events such as concerts, graduations, speaking engagements, etc.

Spectator Facilities

General Seating – Approximately 9,000 seats that may include premium, bleacher and berm seating. It is anticipated that 7,500 will be fixed seats. Minimum sightline clearance shall be 2-1/4" above the eye level of the spectator in the preceding row. The first row of seats behind home plate will be at approximately the elevation of the adjacent warning track. Riser height shall vary to provide the minimum sightline clearance. Aisles that contain seats on both sides shall be 48" wide, or as required by code with a 34" high handrail.

Disabled seating areas complying with applicable code requirements and current interpretations of ADA shall be distributed throughout all seating categories at all levels. These seating areas will provide spaces for wheelchairs and companion seating, and will be located on an accessible route.

Individual reserved seats will be provided according to the following general guidelines:

<u>Seating Category</u>	<u>Seat Width</u>	<u>Tread Depth</u>	<u>Seats Between Aisles</u>
Premium	22"	36"	12
Field Reserve	21"	33"	16

Standards and VIP Suites – Approximately ten (10) private suites for sale will be provided; six (6) standard suites and four (4) VIP suites. Suites may be distributed between suite and field levels. The fixed seating capacity for the six (6) standard suites will be twelve (12) exterior seats plus four (4) interior bar stools for the standard suite. The fixed seating capacity for the four (4) VIP suites will be sixteen (16) exterior seats plus four (4) interior bar stools.

Team Suite – One suite will be provided for Team Ownership's private use for dining and entertaining guests. This suite shall be appointed with amenities and finishes that are consistent with those of standard suites.

City Suite – One suite will be provided for the City's use for dining and entertaining guests. This suite shall be appointed with amenities and finishes that are consistent with those of standard suites.

Group Suites – Provide two (2) group suites of approximately 24 persons each to be sold on an individual game basis. The group suites will feature similar amenities to standard suites, but with a larger seating capacity.

Party Decks – Provide for two (2) outdoor party decks for use by groups with a capacity of 50 patrons each.

Premium Lounge – The Premium Seating Lounge provides Premium Seat Holders a club with food and beverage service and exclusive use of toilets located within the club. It is anticipated that 500 tickets will be associated with this lounge.

Restaurant – There will be one restaurant located on the main concourse with access to be determined.

Kids' Area – The Kids' Area shall consist of playground equipment.

Spectator Toilet Rooms – All public and premium toilet rooms will be accessible to the disabled and shall be equipped with accessories that include mirrors, shelves, diaper changing stations, and toilet partitions. Toilet rooms shall be provided for men and women distributed throughout the seating areas. The ratio of spectators to fixtures shall be based on a 50% male, 50% female attendance. Fixtures shall be provided based on local code requirements or not less than the following ratios: Lavatories = 1 per 200 men and 1 per 150 women; water closets = 1 per 75 for the first 1,500 men and 1 per 60 for the remainder exceeding 1,500. (Urinals can be substituted for 67% of required water closets for men.) Water Closets = 1 per 40 women for the first 1,500 and 1 per 60 for the remainder exceeding 1,500.

Family Toilets – Family toilet rooms shall be conveniently located for use by families with small children and disabled spectators requiring assistance.

Fan Information / Customer Relations Room – One (1) guest information station and Customer Relations Room shall be provided, either as a built-in booth or as a kiosk open to all sides.

Customer Relations Room / First Aid – Provide a customer relations space combined with a first aid station.

Ticket Windows – A minimum of fourteen (14) ticket windows shall be located near primary entrances to the Ballpark. Provide ten (10) exterior ticket windows at the main entrance and four (4) in a secondary location(s). All windows should be designed to allow for queuing.

Turnstiles – Provide reversible-registering turnstiles and space for ticket takers, at the rate of 1 turnstile (or entry location) for each approximately 840 spectators. Provide ~~electronic ticket reading equipment at each turnstile along with a handheld ticket reader for every turnstile.~~

Food Service & Retail Facilities

Concession Stands – Concession stands shall be located throughout the concourse. A ratio of 1 point of sale (P.O.S.) per every 150 spectators is to be provided.

Concession Kiosk Carts – Concession kiosk carts will be provided as needed, to supplement concession stands.

Vendor Pantries (Hawking Stations) – Vendor commissaries shall be provided at public concourses, distributed to provide ready access to vendors from all seating sections served by vendors/hawkers.

Team Retail Store – The main team store, selling team merchandise, will be located behind home plate, allowing entry from not only within the ballpark, but also from the exterior on non-game days.

Novelty Stands / Novelty Kiosks – Walk-up type novelty stands will be provided.

Main Commissary – The main commissary serves as the base of operations for the food service operator and as a warehouse for all food products served in the ballpark.

Central Kitchen – The main kitchen will be used to prepare all catered food in the ballpark.

Pantries – The Suite Level is to have a pantries/warming kitchen where catered food is served, requiring re-warming and final prep.

Circulation

Public Concourses – Concourses are the main circulation arteries around the ballpark. They shall provide convenient access to all spectator amenities and sized to allow comfortable movement throughout and to accommodate exiting requirements. Provisions shall be made for appropriate directional graphics, general lighting, water, and power for cleaning. Concourses shall be provided with space and utilities to support portable concession and novelty carts.

Ramps – Ramps will provided to make various areas accessible such as picnic areas, berm seating, etc.

Stairs – Stairs will be utilized as a means of vertical transport. All stairs will be equipped with handrails/guards as required by governing building codes.

Elevators/Escalators – Elevators will be located within the building to support necessary circulation and maximize efficiency. Elevator cabs should accommodate medical stretchers.

Media Facilities

Writing Press Area – There shall be approximately a ten (10) writer stations for the press, in a tiered seating (2-level) arrangement, with view of playing field from each tier.

Press Toilet Rooms – Toilet rooms for Writing Press and Broadcast Press shall be provided for men and women, conveniently located to both the press box and the broadcast booths.

Press Lounge – The press lounge shall be located on the same level as the press box, and will be used by both the print and broadcast media. Food catering will be out of the commissary kitchen.

TV Broadcast and Radio Booths – Provide six (6) lockable booths. Each booth shall have field side operable windows to allow open views to the field, with minimal vertical obstructions – in both open and closed positions.

Scoreboard/PA Booth – The scoreboard and video board control booth shall be located to allow view to the field with operable windows to allow staff to connect with crowd noise and energy. All systems required to operate the scoreboard shall be provided, including the video replay systems.

Staff Booth – Private booth for the game day staff will be provided at the Press Box Level with seating for 4 to 6 persons.

Press Conference Room – A press conference room with a capacity of 20 people shall be acoustically treated.

Broadcast Trucks – Provide space for at least two (2) mobile units and in-house cable termination. Provide sufficient power to this area to accommodate TV broadcast trucks.

Local TV (ENG) and Satellite Trucks (Location TBD) – Parking for 4 ENG and satellite trucks, at 40'x10' each should be provided with a clear line-of-sight to the appropriate satellite with power and cable routing at each satellite truck location.

Production Crew Area – Provide a lounge area for television production crews.

Storage Room – Provide a room, near the Broadcast Vehicle Parking area, with lockable cages, to be used by media, as needed.

Clubhouse Facilities

Home Team Clubhouse – Provide ~~40-35~~ wood lockers (approx. 36" x 36") with a quad outlet in each locker. Other spaces included within the Clubhouse area are as follows: Grooming Area / Toilet / Shower, Coaches Locker Room, Manager's Office, Manager/Coaches Conference Room, Video Room, Training Room / Hydrotherapy, Trainers Office, Strength and Conditioning Coach Office, Kitchen and Dining Area, Player Lounge, Weight Room, Clubhouse Manager Office and Storage Areas.

Visiting Team Clubhouse – Provide 40-35 lockers (approx. 36” x 36”) Other spaces included within the Clubhouse area are as follows: Grooming Area / Toilet / Shower, Coaches Locker Room, Manager’s Office, Training Room / Hydrotherapy, Kitchen and Dining Area, Weight Room, Clubhouse Manager’s Office and Storage Areas.

Umpires' Facilities – The umpires shall have four (4) cubicle type lockers @ 48" w. each. Provide a grooming area and work area adjacent to the locker area.

Auxiliary Locker Room – The auxiliary locker room shall accommodate approximately thirty (30) 18” wide metal or plastic laminate lockers.

~~**Clubhouse Manager's Office** – The clubhouse manager's office shall be located outside the clubhouse.~~

Laundry Room – This laundry room services the home and visiting clubhouses.

Batting Tunnel – The batting tunnel will include (2) 20’ x 90’ cages, with 2 dirt mounds. It will be shared by the home and visiting teams. It is desired to have the Batting Tunnel directly accessible from the Home Clubhouse.

Service and Operations Facilities

Employee Entry /Check-in Area – All day-of-game employees and staff shall use a single entry gate in to the ballpark. This area shall include space for clock-in equipment and tackboard to post employee notices.

Day-of-Game Staff Locker Room – Men and Women locker facilities shall be provided for Day-of-Game staff.

Building Security – Provide a security command center to include a secure holding room with a fixed bench.

Janitor’s Closets – Provide janitor’s closet at approximately each pair of women’s/men’s public toilet rooms.

Trash/Recycling Area – Provide one 40-yd compactors, within the trash area.

Groundskeeper Office – Provide an office for the groundskeeper.

Equipment and Bin Storage Area – Provide a protected space for storage of equipment such as batting practice cage and various batting practice screens. Also provide bin space for 3 field maintenance material bins.

Maintenance Room – Provide a room for grounds crew staff and maintenance staff to store equipment and materials for maintenance. Provide a break room and small locker area for staff with toilet facilities.

General Storage – Provide a storage area for various materials and equipment, including any Cushman carts pallet jacks, etc.

Retail and Promotions Storage – Provide storage and distribution area for retail and promotional storage.

Administrative Offices – Provide a suite of administrative offices for the team within the ballpark that are comparable to other first class AAA ballparks.

Ticket Offices – Ticket Offices should be located adjacent to the main ticket windows and shall consist of a Ticket Manager Office, a Counting Room and a Ticket Storage Room.

Playing Field Facilities

Bullpens – Provide warm-up bullpens for home and visitors in the outfield. Bullpens should be visible from both dugouts. A field toilet room and drinking fountain for each team shall be adjacent to the bullpens.

Playing Field – The field is a natural grass, sand base, gravity drained system illuminated by metal halide focused beam lighting to meet AAA standards. The Playing Field configuration shall match the existing Petco Park dimensions, including field wall heights.

Foul poles, backstop, netting, batter's eye backdrop, and field wall pads are part of the basic ballpark field area. Protective tarpaulins, batting cages, bases, rubbers, balls, and other game equipment are supplied by the baseball team. Space and utilities for this equipment are part of the ballpark design.

Scoreboard / Videoboard – The Scoreboard/Video Board shall be located such that most spectators can view the board from their seats. It is anticipated that there will be some permanent advertising signage associated with the scoreboard/videoboard. The size and quality shall be consistent with other state of the art MiLB ballparks. Additionally, the Team will explore the possibility of placing LED on the outfield wall.

Miscellaneous

Television monitors shall be provided in designated locations, such as suite interiors, press box, and concession stands.

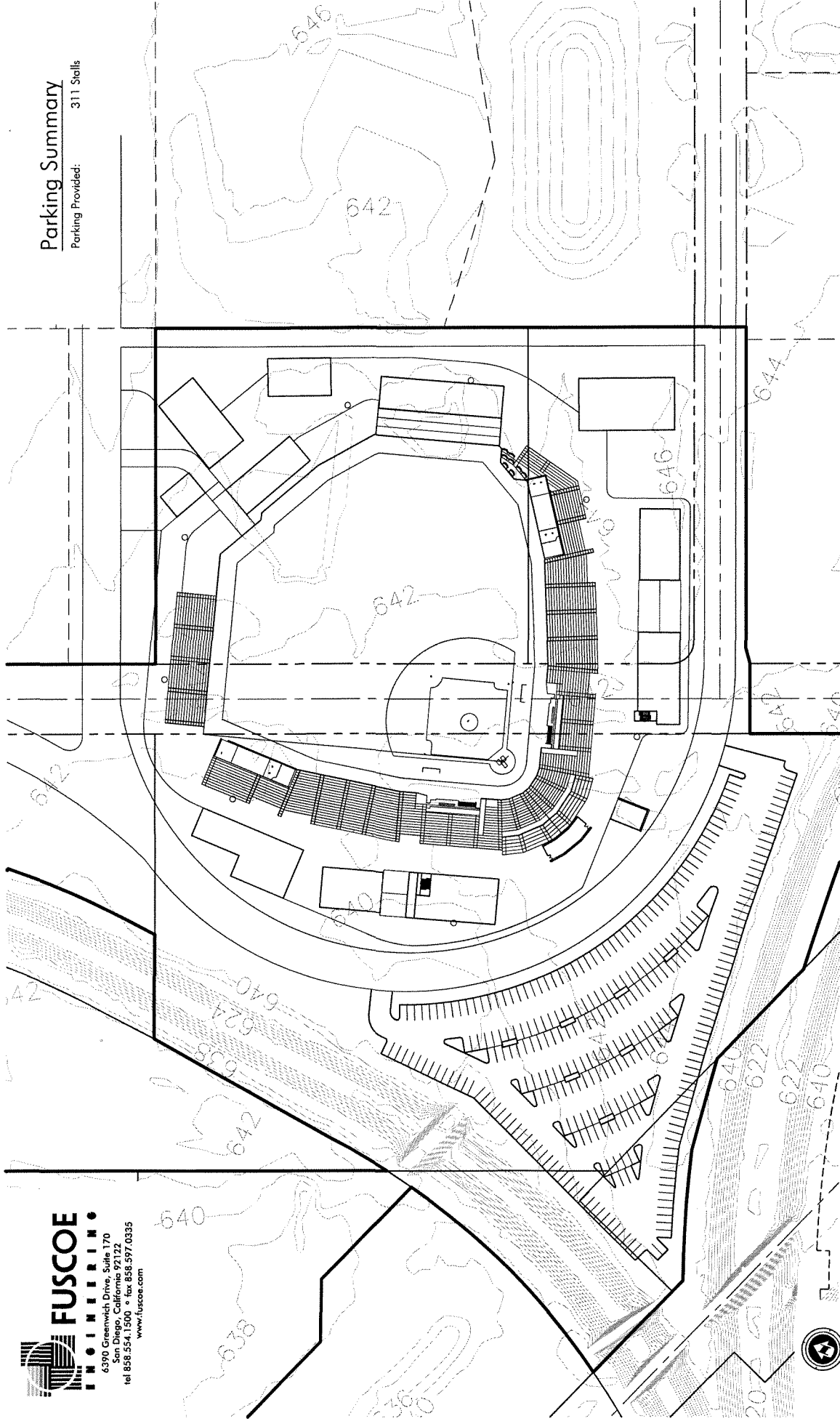
FF&E

Fixtures, furnishings and equipment shall be provided in appropriate spaces, such as offices and clubhouses.

Exhibit 2
Ballpark Site

Parking Summary

Parking Provided: 311 Stalls



West Parking Lot Site Plan

Exhibit

FUSCOE
ENGINEERING
6390 Greenlawn Drive, Suite 170
San Diego, California 92122
Tel 858.534.1500 • Fax 858.597.0335
www.fuscoe.com



Escondido AAA Ballpark

**Exhibit 3
Project Schedule**

Event	On or Before
Acquisition of Franchise by Moorad Group	December 31, 2010
Site Acquisition	
City/Commission completes acquisition of Spruce Street Property	December 31, 2010
City/Commission enters into Agreement to acquire NCTD Property	February 16, 2011
City/Commission provides schedule for maintenance yard relocation, including site remediation	February 16, 2011
Approval of Implementing Agreements	February 16, 2011
Preparation of City Budget	May 15, 2011
Redevelopment Plan Amendment	
City Council authorizes commencement of amendment process	January 1, 2011
City/Commission completes amendment of Redevelopment Plan	December 1, 2011
Entitlement Process	
City/Commission provides schedule for entitlement processing	January 1, 2011
City/Commission commences entitlement process	January 15, 2011
Pre-development	
Moorad Group executes contract with Populous	March 1, 2011

Moorad Group executes GMP Contract	December 1, 2011
Project Financing	
City/Commission commences sale of bonds	December 1, 2011
City/Commission completes sale of bonds	January 1, 2012
Site Delivery	January 1, 2012
Commencement of Construction	January 1, 2012