

ORDINANCE NO. 2019-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A MASTER AND PRECISE DEVELOPMENT PLAN AND DEVELOPMENT AGREEMENT FOR "THE IVY" MIXED-USE DEVELOPMENT CONSISTING OF 127 APARTMENT UNITS AND 1,175 SF OF COMMERCIAL SPACE IN A FIVE-STORY STRUCTURE AND AUTHORIZING THE FILING OF A NOTICE OF EXEMPTION

APPLICANT: Addison Garza, Touchstone Communities  
CASE NO.: PHG 19-0010

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

SECTION 1. The City Council makes the following findings:

a) Addison Garza of Touchstone Communities ("Applicant") submitted a verified land use development application on a property located on a 1.002-acre property bounded on all four sides by public streets including 2<sup>nd</sup> Avenue to the north, 3<sup>rd</sup> Avenue to the south, Ivy Street to the east and a public alley on the western boundary. The site is addressed as 343 East 2<sup>nd</sup> Avenue, Escondido, California 92025, legally described as Exhibit "A", attached to this Ordinance and incorporated herein by this reference as though fully set forth. Said verified application was submitted to, and processed by, the Planning Division of the Community Development Department as Planning Case No. PHG 19-0010 and seeks approval of a Master and Precise Development Plan including a Density Bonus Application and Development Agreement to allocate density from the Downtown Density Transfer Program all relating to the Project site. A site plan for the application is attached as Exhibit "D" and incorporated herein by this reference as though fully set forth.

b) The Planning Division of the Community Development Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for May 28, 2019. Following the public hearing on May 28, 2019, the Planning Commission adopted Resolution No. 2019-09, which recommended that the City Council approve the project's Master and Precise Development Plan and Development Agreement.

SECTION 2. An original copy of the proposed Master and Precise Development Plan, Development Agreement and all other related Project materials are on file in the Office of the City Clerk, with a copy of each document submitted to the City Council for its consideration. The City Clerk, whose office is located at 201 North Broadway, Escondido, California 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

SECTION 3. The City Council did on June 19, 2019, hold a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation:

- a) Written information including all application materials and other written and graphical information posted on the project website.
- b) Oral testimony from City staff, interested parties, and the public.

c) The City Council staff report, dated June 19, 2019, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.

d) Additional information submitted during the public hearing.

SECTION 4. Pursuant to the California Environmental Quality Act, a Class 32 CEQA Exemption relative to the Project is attached as Exhibit "F" and incorporated herein by this reference as though fully set forth, and a Notice of Exemption will be filed with the County Clerk.

SECTION 5. That, upon consideration of the Findings of Fact, attached as Exhibit "B", and the Conditions of Approval, attached as Exhibit "C", the City Council desires at this time and deems it to be in the best public interest to approve the Master and Precise Development Plan, including a Density Bonus of 35% or 27 units (including 9 units for Very Low Income households), as specified and depicted in the June 19, 2019, City Council staff report, and incorporated herein by this reference as though fully set forth herein.

SECTION 6. That the Development Agreement inclusive of a 24-unit allocation from the Density Transfer Program for the Downtown Specific Plan area, and attached as Exhibit "E," is hereby approved as set forth substantially to the same form on file with the Office of the City Clerk, and incorporated herein by this reference as though fully set forth herein.

SECTION 7. All references within this Ordinance to "Applicant" or "Developer," shall be equally applicable to the current property owner and to any successors-in-interest or assigns, whether such successors of assigns own, control, or otherwise have

development authority for all, a portion, or portions of that property included within the Project site.

SECTION 8. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 9. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 10. The City Council authorizes all subsequent action to be taken by City Officials consistent with this Ordinance.

SECTION 11. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

SECTION 12. The Ordinance shall become effective 30 days from the date of the passage.



PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 17<sup>th</sup> day of July, 2019 by the following vote to wit:

AYES : Councilmembers: DIAZ, MARTINEZ, MASSON, MORASCO, MCNAMARA

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:  
*Paul McNamara*  
CAACE20782954D3...

PAUL MCNAMARA, Mayor of the  
City of Escondido, California

ATTEST:

DocuSigned by:  
*Zack Beck*  
A58535D0BDC1430...

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

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STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO : ss.  
CITY OF ESCONDIDO )

I, Zack Beck, City Clerk of the City of Escondido, hereby certify that the foregoing ORDINANCE NO. 2019-08 passed at a regular meeting of the City Council of the City of Escondido held on the 17<sup>th</sup> day of July, 2019, after having been read at the regular meeting of said City Council held on the 19<sup>th</sup> day of June, 2019.

DocuSigned by:  
*Zack Beck*  
A58535D0BDC1430...

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

ORDINANCE NO. 2019-08

**PHG 19-0010**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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

Real property in the City of San Diego, County of San Diego, State of California, described as follows:

**PARCEL A:**

LOTS 7 THROUGH 11, INCLUSIVE, IN BLOCK "Q" ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, TOGETHER WITH THAT PORTION OF IVY STREET, FORMERLY CURVE STREET, ADJOINING SAID LOTS ON THE EAST WHICH LIES WESTERLY OF A LINE WHICH IS PARALLEL WITH AND 25.00 FEET WESTERLY FROM THE ORIGINAL CENTER LINE OF SAID IVY STREET, FORMERLY CURVE STREET, AS VACATED AND CLOSED TO PUBLIC USE BY ORDINANCE NO. 193 OF THE BOARD OF TRUSTEES OF THE CITY OF ESCONDIDO, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK 751, PAGE 337 OF DEEDS. EXCEPTING THEREFROM, THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE ALONG THE NORTHWESTERLY LINE THEREOF NORTH 59°16'20" EAST, 4.00 FEET; THENCE SOUTH 20°52'44" EAST, 23.38 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 7; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 30°43'40" WEST, 23.04 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THEREFROM, THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE ALONG THE NORTHEASTERLY PROJECTION OF THE NORTHWESTERLY LINE OF SAID LOT 7, NORTH 59°16'20" EAST, 18.54 FEET TO A POINT ON A LINE WHICH IS PARALLEL TO AND 25.00 FEET WESTERLY OF THE CENTERLINE OF SAID IVY STREET, BEING A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 704.29 FEET; THENCE ALONG SAID PARALLEL LINE FROM A TANGENT BEARING SOUTH 5°41'08" WEST, THROUGH A CENTRAL ANGLE OF 3°04'25" AN ARC DISTANCE OF 37.78 FEET TO A CUSP WITH A 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE ALONG SAID CURVE FROM A TANGENT BEARING NORTH 2°36'43" EAST, THROUGH A CENTRAL ANGLE OF 123°20'23" AN ARC DISTANCE OF 43.05 FEET TO A POINT OF TANGENCY WITH SAID NORTHWESTERLY LINE OF LOT 7; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 59°16'20" EAST, 19.77 FEET TO THE POINT OF BEGINNING.

**PARCEL B:**

LOT 12 IN BLOCK "Q" OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886. ALSO, THE WEST 15 FEET OF IVY STREET, FORMERLY CURVE STREET, ADJOINING SAID LOT 12 ON THE EAST, AS VACATED AND CLOSED TO PUBLIC USE BY ORDINANCE NO. 193 OF THE BOARD OF TRUSTEES OF THE CITY OF ESCONDIDO, A CERTIFIED COPY OF WHICH WAS FILED IN THE COUNTY RECORDER'S OFFICE IN BOOK 751, PAGE 337 OF DEEDS.

APN: 229-471-09-00 and 229-471-12-00 and 229-471-13-00 and 229-471-10-00 and 229-471-11-00 and 229-471-08-00

## **Exhibit "B"**

### **Findings of Fact**

**PHG 19-0010**

**The Ivy**

**343 E. 2<sup>nd</sup> Avenue**

#### Master and Precise Development Plan

1. The proposed project is consistent with the maximum density of the downtown specific plan with the application for a Density Bonus and allocation of additional units from the Density Transfer Program to ensure the viability of the project with 9 Very Low Income households.
2. The design and improvement of the proposed development is consistent with the General Plan and the Downtown Specific Plan since the development is permitted in the Historic District of the Downtown Specific Plan Area #9 and the development standards established with the Historic District except where noted for the exceptions in accordance with the Density Bonus Ordinance.
3. The site is suitable for a mixed-use multi-family development since the site is within the urbanized area of the downtown which can offer the tenants availability to services, restaurants and retail and is within walking distance to the transit center.
4. The site is physically suitable for the proposed density of development since the property is within a high-density redevelopment area that was previously a blighted property in the central core of downtown. Development of the property will assist in the ongoing revitalization of the downtown retail core by establishing a permanent residential base in the downtown area.
5. The improvements are not likely to cause substantial environmental concerns since the property was previously the site of a medical facility that has since been demolished and rough graded, and since there are no stream courses or endangered wildlife on the property as determined during environmental review.
6. The design of the project and the type of improvements are not likely to cause serious public health problems since the project will not degrade the levels of service on the adjoining streets or drainage system as the project incorporates street and drainage improvements are part of the project and city sewer and water is available to the site.

7. All of the requirements of the California Environmental Quality Act have been met since it was found that the project will not have a significant effect on the environment as demonstrated in the Class 32 CEQA Exemption prepared for the Ivy Project by Harris Associates, February 2019. Design mitigation measures were incorporated into the Conditions of Approval for noise impacts and cultural resources.

### **Development Agreement**

1. The Development Agreement is consistent with the goals and objectives of the Historic District of the Downtown Specific Plan since it enables the property owner to construct a greater number of units in support a vibrant downtown economy through the Density Transfer Program while maintaining the overall limit of 5,275 dwelling units in the Downtown Specific Plan area.
2. The Development Agreement conforms to the need for public convenience, general welfare and good land use practices since the project will provide affordable and moderate income housing within ½ mile of mass transit and is located in close proximity to retail and services, parks, library, and cultural events.

### **Density Bonus Determinations:**

1. A housing development consisting of five (5) or more residential units may propose a density bonus in accordance with the State Density Bonus Law (California Government Code Section 65915). The project proposes 76 base units, and therefore, qualifies for a density bonus under state law. The State Density Bonus Law allows a property owner to increase the density (number of new homes) allowed on their property above the maximum density set under the City's General Plan and Downtown Specific Plan, in exchange for affordable housing. According to the acreage calculations provided for the project by the applicant, and verified by staff, 76 units would be allowed based upon the maximum density provided in the City's General Plan and Specific Plan land use designations. The project proposes nine (9) affordable units at the "very low" income level, which is approximately eleven (11) percent of the total lots, prior to the applied density bonus. The nine (9) affordable units, being provided at the "very low" income level, entitles the applicant to a maximum 35 percent density bonus yielding 103 units {76 units allowed (maximum density) x 35 percent density bonus = 27 units (additional density) = 103 units. The applicant is proposing the maximum number of units allowed under the State Density Bonus Law, including nine (9) "very low income" affordable units. The affordable units are conditioned as part of a Conditions of Approval to be reserved for very-low income households in accordance with Section 65915. The condition also requires that an Affordable Housing Regulatory Agreement be prepared and recorded for the project.

2. State Density Bonus Law indicates that the City shall grant the waivers unless one or more of the following written findings can be made (Government Code Section 65915(e)):
  - A. Without the waiver, the development standard will “have the effect of physically precluding the construction of a development.”
  - B. The waiver will have a specific adverse impact upon health, safety, or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.
  - C. The waiver will have a specific adverse impact on any real property listed in California Register of Historical Resources.
  - D. The waiver would be contrary to state and federal law.

It has been determined that without the requested waivers the construction of the project allowed under the State Density Bonus Law would be physically precluded. Based upon the lot size and maximum height allowance, less density could be yielded. The physical constraints of the property with the application of the zoning standards have resulted in challenges related to the development of the site at the density allowed under the State Density Bonus Law, and warrant the need for the requested waivers. No evidence has been identified to demonstrate that the granting of the requested waivers for open space, side yard setbacks, and increase height would have an adverse impact to health, safety or physical environment that cannot be feasibly mitigated. Furthermore, the proposed waivers will not impact any historic property and would not be contrary to any state or federal law. The proposed project is consistent with all applicable sections of the Escondido Zoning Code, General Plan, Downtown Specific Plan and the State Density Bonus Law (Government Code Section 65915). The incentives/waiver requests for open space, side yard setbacks, and increased height, pursuant to the State Density Bonus Law, are warranted based upon the physical characteristics of the site in order to yield the density allotted for this project. Density Bonus standards allow for a certain percentage increase in density, which is based on the percentage of “total units” that are designated for very low income households.

### **Density Transfer Determinations:**

1. The proposed density transfer of 24 units does not conflict with the spirit, purpose, and intent of the Downtown Specific Plan or the Downtown Density Transfer Program. The project and development site is suitable for the transfer in question and the project is in harmony with the existing or intended zoning and character of the general vicinity:

- A. To encourage an economically viable Downtown
- B. Encouraging higher residential densities in key locations that support Downtown non-residential uses
- C. Pedestrian environments that provides connections, convenient access and opportunities for alternative modes of transportation
- D. A vibrant and exciting environment with land uses that foster an “18-hours” atmosphere in addition to areas that provide mixed use, office, employment and high-density residential opportunities.

The proposed transfer would not cause deterioration of bordering land uses or create special problems for the area because the property is zoned for and encourages multi-family development and a mix of housing in a dense urban environment.

2. Granting the density transfer would not change the existing zoning or land use as specified in the Downtown Specific Plan and would not interfere with State Density Bonus Law as discussed here in the determinations of the City Council. The proposed density transfer is in the best interest of the City Council as such transfer increases housing production and promotes the public welfare and goals of the Downtown Specific Plan.
3. The City Council, in its sole discretion, may determine the number of units that will be transferred and the number of transferable development rights that will be created. Such determination to transfer 24 units from the Density Transfer Credit Pool to the subject property was rendered at a duly noticed public hearing. The City Council finds that the density transfer request is in conformance with all applicable requirements of this Downtown Density Transfer Program, adopted by Resolution No. 2019-69. The development rights set forth in said conveyance have not been previously used, nor are the development rights restricted or encumbered in any way.

**EXHIBIT “C”**  
**CONDITIONS OF APPROVAL**  
**PHG 19-0010**  
**The Ivy – 343 E. 2<sup>nd</sup> Avenue**

**PROJECT DESIGN MEASURES**

**NOISE**

1. **PDF-NOI 1.** Construction equipment shall be properly outfitted and maintained with manufacturer recommended noise-reduction devices.
2. **PDF-NOI 2.** Diesel equipment shall be operated with closed engine doors and equipped with factory recommended mufflers.
3. **PDF-NOI 3.** Mobile or fixed “package” equipment (e.g., arc welders and air compressors) shall be equipped with shrouds and noise-control features that shall be readily available for this type of equipment.
4. **PDF-NOI 4.** Electrically powered equipment shall be used instead of pneumatic or internal-combustion-powered equipment where feasible.
5. **PDF-NOI 5.** Unnecessary idling of internal combustion engines (e.g., in excess of 5 minutes) shall be prohibited.
6. **PDF-NOI 6.** Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practicable from noise-sensitive receptors.
7. **PDF-NOI 7.** The use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only.
8. **PDF-NOI 8.** No project-related public address or music system shall be audible at any adjacent noise-sensitive receptor.
9. **PDF-NOI 9.** A temporary sound barrier shall be installed along the length of the alley on the northwestern boundary of the project site between construction operations and adjacent receptors. Due to equipment exhaust pipes being approximately 7–8 feet above ground, a



sound wall at least 10 feet in height above grade would mitigate noise levels to within acceptable levels. To reduce noise levels effectively, the sound barrier shall be constructed of a material, most likely plywood, with a minimum weight of 2 pounds per square foot with no gaps or perforations, and remain in place until the conclusion of demolition, grading, and construction activities. The sound barrier shall be constructed of a material, most likely plywood, with a minimum weight of two pounds per square foot with no gaps or perforations and remain in place until the conclusion of demolition, grading, and construction activities.

10. **PDF-NOI 10.** The applicant or contractor shall notify residences within 100 feet of the project's property line in writing within 1 week of any construction activity such as concrete sawing, asphalt removal, or heavy grading operations. The notification shall describe the activities anticipated, provide dates and hours, and include contact information with a description of a complaint and response procedure.
11. **PDF-NOI 11.** The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. A clear appeal process for the affected resident shall be established prior to construction commencement to allow for resolution of noise problems that cannot be immediately solved by the site supervisor.
12. **PDF-NOI-12.** Prior to issuance of a building permit, as a condition of project approval, the applicant would prepare an additional exterior-to-interior noise report completed by a qualified acoustical consultant for the proposed on-site residences that would face East 2nd Avenue. The information in this report would include wall heights and lengths, room volumes, and window and door tables typical for a building plan, as well as information on any other openings in the building shell. The report shall also assume a "windows-closed" condition and that vehicles on East 2nd Avenue are traveling at 30 miles per hour. With this specific building plan information, which is not currently available, the report would determine the predicted interior noise levels at the planned on-site buildings. If predicted noise levels are found to be in excess of 45 CNEL, the report would identify architectural materials or techniques that could be included in project design plans to reduce noise levels to 45 CNEL in habitable rooms. Standard measures such as glazing with Sound Transmission Class (STC) ratings from a STC 22 to STC 60, as well as walls with appropriate STC ratings (34 to 60), should be considered. The report would be submitted and approved by the City prior to the issuance of a building permit.

## **CULTURAL RESOURCES**

**PDF-CR-1.** The City recommends the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is

traditionally and culturally affiliated with the project location (TCA Tribe) prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between the applicant/owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.

**PDF-CR-2.** Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe has been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the project archaeologist confirming that the selected Native American monitor is associated with a TCA Tribe. Prior to any pre-construction meeting, the City shall approve all persons involved in the monitoring program.

**PDF-CR-3.** The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program, in addition to reviewing the grading plan to assist in determining the necessity of the Luiseño Native American monitor and archaeological monitor's presence.

**PDF-CR-4.** During the initial grubbing, site grading, excavation (including post-demolition activities to assess the condition of the subsurface stratigraphy), or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site where deemed appropriate and necessary by the archaeologist and Luiseño Native American monitor. If imported fill materials, or fill used from other areas of the project site, are to be incorporated at the project site, then those fill materials shall be absent of any tribal cultural resources. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in PRC Section 21074.

**PDF-CR-5.** In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor shall have the authority to temporarily divert or temporarily halt ground disturbance operations in the area of discovery to allow for evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so that the monitored grading can proceed.

**PDF-CR-6.** If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe, and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for treatment and disposition of the tribal cultural resource shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor, and shall be submitted to the City for review and approval.

**PDF-CR-7.** The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated under CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. The qualified archaeologist, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.

**PDF-CR-8.** In accordance with CEQA, all tribal cultural resources shall be treated with culturally appropriate dignity. If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during the collection and cataloging of those resources. Moreover, if the qualified archaeologist does not collect the tribal cultural resources that are unearthed during the ground-disturbing activities, the Native American monitor may, at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the tribe's cultural and spiritual traditions. It is the preference of the City that all tribal cultural resources be repatriated to the TCA Tribe, as such preference would be the most culturally sensitive, appropriate and dignified. Therefore, any tribal cultural resources collected by the qualified archaeologist shall be provided to the TCA Tribe. Evidence that all cultural materials collected have been repatriated shall be in the form of a letter from the TCA Tribe to whom the tribal cultural resources have been repatriated identifying that the archaeological materials have been received.

Or,

Any tribal cultural resources collected by the qualified archaeologist shall be curated with its associated records at a San Diego curation facility or a culturally affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records, including title, shall be transferred to the San Diego curation facility or culturally affiliated Tribal curation facility and shall be accompanied by payment of the fees

necessary for permanent curation. Evidence that all cultural materials collected have been curated shall be in the form of a letter from the curation facility stating that the prehistoric archaeological materials have been received and that all fees have been paid.

**PDF-CR-9.** Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, that describes the results, analysis, and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner, to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.

### **DENSITY BONUS CONDITIONS**

1. The project shall provide a minimum of nine dwelling units for Very Low Income Households. Prior to issuance of a building permit, the developer shall sign a binding affordable housing agreement with the City, which sets forth the conditions and guidelines to be met in the implementation of Density Bonus Law requirements and/or any other applicable requirements. The agreement will also establish specific compliance standards and remedies available to the city upon failure by the developer to restrict units to target households for the prescribed time period.
2. All agreements shall be binding on the developers, their heirs, transferees, assigns, successors, administrators, executors and other representatives and recorded on the deed for the requisite period of time.
3. The developer agrees not to sell, transfer or otherwise dispose of the project or any portion thereof, without obtaining the prior written consent of the Director of Community Development. Such consent shall be given upon receipt from the developer of reasonable evidence satisfactory to the Director of Community Development that the purchaser, or other transferee, has or will assume, in writing and in full, the requirements and obligations specified in the agreement. The consent of the Director of Community Development shall not be unreasonable withheld or delayed.

### **PLANNING DIVISIONS CONDITIONS**

1. The developer shall be required to pay all development fees of the City as specified in the Development Agreement.
2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Division, Building Division, and Fire Department as well as those contained in the Development Agreement approved for the project.
3. If blasting is required, verification of a San Diego County Explosives Permit and a copy of the blaster's public liability insurance policy shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
4. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
5. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to building permit issuance, subject to any specific Development Agreement terms still in effect when the fee is due.
6. A minimum of 157 covered parking spaces shall be provided within the parking garage for each unit. A minimum of 27 guest/public parking spaces including accessible spaces shall be constructed along South Ivy Street and East 3<sup>rd</sup> Avenue fronting the project as reflected in the Master and Precise Development Plan. All parking spaces shall be striped in accordance with the Zoning Code. Driveways and fire lanes do not allow for parking and curb markings and fire lanes signs are required to the satisfaction of the Fire Marshall. As indicated on the architectural plans, electric vehicle (EV) charging parking spaces will be installed and maintained for the life of the project. In addition, an additional EV charging space would be provided as part of the project's guest parking along South Ivy Street.
7. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with Section 1129B (Accessible Parking Required) of the California 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. An inspection by the Planning Division will be required prior to operation of the project. Items subject to inspection include, but are not limited to parking layout and striping (double-stripe), identification of handicap parking stalls and required tow-away signs, lighting, landscaping, as well as any outstanding condition(s) of approval. Everything should be installed prior to calling

for an inspection, although preliminary inspections may be requested. Contact the project planner at (760) 839-4671 to arrange a final inspection.

9. All rooftop equipment must be fully screened from all public view utilizing materials and colors which match the building, to the satisfaction of the Director of Community Development. The final building plans shall clearly indicate that any proposed rooftop equipment is properly screened. Ground mounted equipment should be located to avoid conflict with pedestrian circulation and access, as well as to screen the equipment from view as much as possible.
10. All habitable buildings shall be noise-insulated to maintain interior noise levels not to exceed 45 dBA or less. An Acoustical Analysis shall be submitted with the building plans for the project. Any measures recommended in the study shall be incorporated into the building plans with appropriate notes/specifications.
11. Tubular steel fences shall be provided along the walls at the north east corner of the building for areas that meet building code height requirements.
12. Any walls (retaining and screen) shall be constructed with split-face decorative block or shall be stucco-finished to match the building on site.
13. All exterior lighting shall conform to the requirements of Chapter 33 Article 35 (Outdoor Lighting) of the Escondido Zoning Code which provides regulations to minimize glare, light trespass, and artificial sky glow. A copy of the lighting plan shall be included as part of the building plans and prepared to the satisfaction of the Planning Division. The plan shall include exterior building lighting, walkway lighting and security lighting. Outdoor lighting would be utilized as needed for parking areas, sidewalks, roof top deck, and security within the project site.
14. Animals/pets shall be permitted within the residential units and on site in a manner that is consistent with the R-4 zone standards.
15. As proposed, the buildings, architecture, colors, and materials and the conceptual landscaping of the proposed development shall be in accordance with the Master and Precise Development Plan, staff report, exhibits and the project's Details of Request, to the satisfaction of the Planning Division. In return for concessions on development standards and City fees, the project proposes a high quality, attractive downtown living experience. Any future design modifications that, in the opinion of the Community Development Director, lessen the quality of the exterior appearance or amenity level shall require approval of the City Council.
16. All trash enclosures must be designed and installed per the Master and Precise Development Plan, in coordination with the Engineering Department, storm water control requirements, and

shall be architectural compatible with the building. Trash collection at the project site would be limited to between 8:00 a.m. and 5:00 p.m., Monday through Friday. The project proposes a central trash collection enclosure located within the parking garage. The enclosure would be accessed through an 8-foot roll-up door along the alley on the western boundary of the project site. The enclosures would not be visible from outside the building.

17. Balconies and patios shall be kept in a neat and orderly manner. Items stored on balconies should be kept out of view and/or properly screened. Items shall not be hung over railings or across balconies or patios (such as towels, clothing, etc.). This information shall be included in the lease agreement with tenants.
18. Appropriate vehicle backup areas shall be provided as shown within the parking garages. These areas shall be identified on the grading and site plans per the Master and Precise Development Plan.
19. The property owner or management company assumes all responsibility for maintaining landscaping and irrigation along street frontage and within the two bulb outs at E. 2<sup>nd</sup> Avenue and Ivy Street and E. 3<sup>rd</sup> Avenue and Ivy Street. Landscaping shall be designed to screen any utilities located within the bulb-out(s).
20. No signage is approved as part of this permit. A separate sign permit shall be required prior to the installation of any signs. Proposed signs are limited to monument signage at the entrance, along with necessary directional signage, and street signage. All signs must be consistent with the sign standards of the Downtown Specific Plan.
21. Commercial uses for the 1,175 square foot commercial space on the first floor shall be limited to the uses permitted or conditionally permitted in the Historic District of the Downtown Specific Plan.
22. Private secure bicycle parking facility for residents shall be installed on the main level of the parking garage. In addition, public bicycle parking would be provided at two locations along South Ivy Street and East 3rd Avenue.
23. A construction noise management plan that describes the measures included on the construction plans to ensure compliance with project features and noise limits must be prepared and submitted to the City's Planning Division for review and approval prior to issuance of the grading permit.
24. No amplified equipment will be permitted on the rooftop deck without first obtaining a temporary use permit from the City of Escondido.

25. This Planned Development shall become null and void unless utilized within 24 months (two years) of the effective date of approval unless the Development Agreement provides additional terms. Utilization shall be defined as the start of grading in accordance with an approved grading permit.
26. All habitable buildings shall be noise-insulated to maintain interior noise levels not exceeding 45 dBA or less.
27. No exemptions from the Grading Ordinance are approved as part of this project. All proposed grading shall conform with the conceptual grading as shown on the Planned Development.

### **LANDSCAPING CONDITIONS**

28. Prior to occupancy, all perimeter, slope and open space landscaping and below ground irrigation shall be installed. All vegetation shall be maintained for the life of the project in a flourishing manner, and kept free of all foreign matter, trash, weeds and plant materials not approved as part of the approved landscape plan. All irrigation shall be maintained in a fully operational condition.
29. Seven copies of a detailed landscape and irrigation plan(s) shall be submitted prior to issuance of grading and/or building permits, and shall be equivalent or superior to the concept plan approved by the Master and Precise Development Plans to the satisfaction of the Planning Division. The landscape plans shall include screening for all utilities and the two bulb outs constructed as part of the street improvements. A plan check fee based on the current fee schedule will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements, and standards outlines in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California. The plans shall be prepared by, or under the supervision of a licensed landscape architect.
30. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City and State (if applicable) standards. The applicant shall submit the Certificate of Compliance to the Planning Division prior to final landscape inspection.
31. Street trees shall be provided along each of the site's street frontages. Placement of the street trees along East 2<sup>nd</sup> Avenue shall be coordinated with the Fire Marshall and in conformance with the Landscape Plan and the City's Street Tree List. All street trees shall be double staked and if planted within five feet of the pavement, provided with root barriers.



32. Details of project fencing and walls, including materials and colors, shall be provided on the landscape plans and building plans.
33. The project proposes improvements to the existing 55-foot-wide ROW within South Ivy Street to convert the existing two-way street into a one-way southbound street with angled parking fronting the project site. A new bulb out along with a "Do Not Enter/Wrong Way" sign at the intersection of East 3rd Avenue and South Ivy Street would be constructed to deter traffic from heading northbound on South Ivy Street from East 3rd Avenue. An enhanced bulb out would be constructed at the intersection of East 2nd Avenue and South Ivy Street. Landscaping and irrigation will be installed consistent with the concept landscape plan to the satisfaction of the Director of Community Development and will provide screening for any utilities installed within the bulb-outs.
34. The on-site landscaping for the project would consist of trees, shrubs, and groundcovers with moderate to low water requirements. The biofiltration basins described would be planted with various sedges (flowering plants) and grasses with consideration for varying soil conditions. An automatic irrigation system shall be installed to provide coverage for all planting areas. Low precipitation equipment shall provide sufficient water for plant growth with minimum water loss due to water run-off.

#### **ON-SITE MANAGEMENT PLAN**

35. A Management Plan that identifies how the spaces will be allocated to the residents that includes signage reserving the street parking for public, guests, and handicapped accessibility shall be submitted to the Planning Division prior to occupancy to the satisfaction of the Community Development Director. Long-term parking over 72 hours will not be permitted fronting the project on public streets.
36. Prior to occupancy, the applicant shall submit a Management Plan that provides for ongoing maintenance of lighting, signing and striping, parkway landscaping and irrigation, storm water treatment basins, and facilities, sewer laterals, common open spaces, public utilities easements areas, public walkways, and alley. These provisions shall be approved by the Engineering Department prior to occupancy.
37. The Management Plan shall include provisions for maintenance of frontage and bulb-out landscaping, irrigation, fencing, retaining walls and fencing along project frontages and within the landscaped areas of the project.
38. The Management Plan shall reference the recorded Storm Water Control Facility Maintenance Agreement and approved Storm Water Quality Management Plan for the project.

39. The Management Plan shall identify responsibility for liability for damage and repair to City utilities in the event that damage is caused by tenants, vehicles or personnel servicing the property or delivery personnel, and/or operation of maintenance personnel of the project.
40. The Management Plan shall state that if stamped concrete or decorative pavers or used within walkways within the City right-of-ways, any damage and repair/replacement shall be the responsibility of the management company and/or project owner.

### **FIRE DEPARTMENT CONDITIONS**

1. An adequate water supply with minimum fire flow shall be as determined by the Fire Marshal
2. An approved all-weather access shall be provided to the site before any combustibles are brought to the project site.
3. Fire underground, alarm, standpipes, and fire sprinkler plans shall be a deferred submittal to the Escondido Fire Department prior to building permit approval.
4. Access shall be a paved all-weather roadway with the ability to withstand the weight of apparatus of 75,000 lbs.
5. Fire lanes shall be designated and approved by the Fire Marshal and painted red with white letter, marked "no parking fire lane." Fire lane shall be maintained by the project management company for the duration of the project.
6. All rescue windows shall remain unobstructed of trees and vegetation to the satisfaction of the Fire Marshal.
7. The minimum turning radius at all corners of the project site shall be consistent with the Master and Precise Development Plan, as approved by the Fire Marshal.
8. The commercial component of the project shall require a separate FDC/PIV Connection.
9. Construction type shall be clarified as 5 stories is not permitted with a Type V. Check with Fire Marshall.
10. Fire Sprinklers shall have to comply with NFPA 13 due to height change. Note on the plans.

### **ENGINEERING CONDITIONS OF APPROVAL**

#### **GENERAL**

1. The Developer shall provide the City Engineer with a current Preliminary Title Report covering subject property.
2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with proposed project or improvements, these facilities shall be relocated subject to approval of the owner of the utility/facility prior to approval of Grading plans and issuance of Building Permits.
3. Improvement plans prepared by a Civil Engineer are required for all public street and utility improvements and a Grading/Private Improvement plan prepared by Civil Engineer is required for all grading, drainage and private onsite improvement design. Landscaping Plans shall be prepared by a Landscape Architect.
4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.
5. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the Developer with the City of Escondido prior to the approval of any building permit.
6. If site conditions change adjacent to the proposed development prior to completion of the project, the Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
7. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected by the Developer to the satisfaction of the City Engineer.
8. The Developer's engineer shall submit to the Planning Department 3 copies of the Master and Precise Development Plan as presented to the Planning Commission and approved by the City Council together with any changes contained in the adopted final conditions of approval. These copies shall be signed by the Planning Department verifying that they are

an accurate reproduction of the approved Master and Precise Development Plan and one of these copies must be included with the first Final Engineering submittal for plan check to the Engineering Department.

### **STREET IMPROVEMENTS AND TRAFFIC**

1. Public street improvements shall be constructed to City Standards in effect at the time of Final Engineering approval and to the satisfaction of the City Engineer. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, drainage, lighting, etc. shall be resolved to the satisfaction of the City Engineer.
2. The developer shall construct the street improvements shown on the approved Master and Precise Development Plan, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the streets adjoining the project boundary per the Planned Development plot plan and as further specified by the various conditions of approval below. See appropriate sections of the current Escondido Design Standards and Standard Drawings for additional details.
3. The 6" PCC curb and gutter bulb-outs to accommodate parallel parking along 2<sup>nd</sup> Avenue shall be constructed at a distance of 22' from centerline and the 6" PCC curb and gutter in the parking area indent shall be constructed at a distance of 30' from centerline. Full structural section paving shall extend a minimum of 3' beyond the lip of gutter at the pop-outs to ensure that a smooth cross-sectional transition to these new improvements is maintained.
4. Curb return bulb-outs at the alley exit to accommodate diagonal parking along 3<sup>rd</sup> Avenue shall be constructed to come tangent at a distance of 12' from centerline and indents in the parking area shall be reconstructed with 6" PCC curb and gutter at a distance of 26' from centerline. Full structural section paving shall extend a minimum of 3' beyond the lip of gutter at the bulb-outs to ensure that a smooth cross-sectional transition to these new improvements is maintained.
5. New 30' minimum radius curb returns shall be reconstructed at the project's easterly corners at the intersections of 2<sup>nd</sup> Avenue and Ivy Street and 3<sup>rd</sup> Avenue and Ivy Street and shall be designed to maintain a minimum 22' wide one-way south bound lane for Ivy Street across the project's frontage. The existing street light at the intersection of 2<sup>nd</sup> Avenue and Ivy Street shall be relocated and retrofitted with an LED light fixture in accordance with Escondido Standard Drawing No. E-1-E.
6. The one-way south designation of Ivy Street shall include the design and construction of 6" PCC curb and gutter raised directional bulb-outs on the east side of the Ivy Street at the 3<sup>rd</sup> Avenue tee intersection and at the long skew intersection of Ivy Street and 2<sup>nd</sup> Avenue to the

satisfaction of the City Engineer. These raised directional barrier bulb-out areas shall be landscaped and maintained in perpetuity by the project owner.

7. The existing street light behind the east side of Ivy Street at the proposed 3<sup>rd</sup> Avenue raised bulb-out area shall be relocated and retrofitted with an LED fixture in accordance with Escondido Standard Drawing No. E-1-E.
8. The existing street light mid-block along the project's Ivy Street frontage shall be retrofitted with an LED light head in accordance with Escondido Standard Drawing No. E-1-E.
9. The Developer shall be required to construct new LED street lights in accordance with Escondido Standard Drawing No. E-1-E at each end of the alley at 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue.
10. New ADA compliant curb ramps shall be constructed at all new and reconstructed curb return, alley entrances, and pedestrian crossing locations adjacent to the project to the satisfaction of the City Engineer.
11. The access opening to the project's parking structure shall have a minimum throat width of 24 feet and shall be adequately illuminated from the building structure to the satisfaction of the City Engineer and Building Official.
12. Sidewalk construction shall be contiguous to the curb along Ivy, but shall be non-contiguous along 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue in accordance with current Escondido Design Standards.
13. The Developer will be responsible for a minimum 1 ½" grind and 2" asphalt concrete overlay of 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue in full lane widths as necessary due to the required utility and storm drain installation. The determination of the extent of the grind and overlay shall be to the satisfaction of the City Engineer.
14. The Developer will be responsible for a minimum 1 ½" grind and 2" asphalt concrete overlay of the alley due to the many utility trenches necessary to serve this project, and shall be completed prior to issuance of a Certificate of Occupancy.
15. The Developer will be required to slurry seal Ivy Street along the project frontage after all trench patching is complete. This shall be done to extend the life of the pavement and to facilitate the restriping required here.
16. The Developer shall remove and replace all damaged sidewalk, curb and gutter, and alley ribbon gutter along all project frontages to the satisfaction of the City Engineer prior to issuance of a Certificate of Occupancy.

17. Adequate horizontal sight distance shall be provided at all street and alley intersections. Restrictions on landscaping and placement of planter walls may be required at the discretion of the City Engineer.
18. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.
19. The Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to project construction traffic to the satisfaction of the City Engineer.
20. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.
21. All gated entrances shall be approved by the City Engineer, Building Official, and the Fire Marshal.
22. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and any requested materials placement within existing rights-of-way to the satisfaction of the City Engineer. This plan shall include any proposed sidewalk closures and provide for alternate pedestrian access around the project site. This plan shall be approved prior to the issuance of an Encroachment Permit for construction or other project activities within the public right-of-way.
23. Due to the amount of grading export from the project site and expected construction material deliveries, the Developer's traffic engineer will be required to provide a detailed haul route and truck trip scheduling plan for review and approval by the City Engineer. This plan shall be approved prior the issuance of an Encroachment Permit.

## **GRADING**

1. A site grading and erosion control plan shall be approved by the Engineering Department prior to issuance of building permits. The first submittal of the grading plan shall be accompanied by three copies of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.
2. All proposed retaining walls not a part of the building foundations or stem walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be

shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Stem walls, foundation structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.

3. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the project.
4. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
5. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.
6. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
7. All existing foundations and structures shall be removed or demolished from the site.
8. The parking entrance grades shall conform to current Escondido Design Standards and Escondido Standard Drawings for driveways.

### **DRAINAGE**

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a Drainage Study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. A minimum 18" RCP storm drain extension together with clean-outs and curb inlets is required in 2<sup>nd</sup> Avenue from Juniper Street to the project frontage as needed to convey project and upstream storm water. Design of this storm drain extension shall be to the satisfaction of the City Engineer. Construction of this storm drain shall be in accordance with the Standards and Specifications of the City of Escondido.

3. The existing drainage entering and conveyed by Ivy Street across the projects frontage shall be evaluated in the Drainage Study and additional storm drain extension to and within Ivy Street may be required at the discretion of the City Engineer.
4. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment calculations, post-construction storm water treatment measures, and maintenance requirements and responsibilities both for onsite treatment and also any "Green Street" facilities located in the public right-of-way. The SWQMP shall demonstrate how proposed proprietary best management practices meet biofiltration treatment requirements in accordance with the City's Storm Water Design Manual.
5. All site drainage shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The grading and landscape plans will need to reflect these areas of storm water treatment.
6. All drainage associated with the project's public street improvements other than overlay shall be treated to remove expected contaminants using "Green Street" standard facilities. The proposed curb pop-out areas can be utilized for this purpose. The maintenance in perpetuity of these "Green Street" or other storm water treatment facilities in the public right-of-way shall be the responsibility of the Property Owner and shall be detailed in the Storm Water Quality Management Plan (SWQMP).
7. The Developer is required to have the current owner of the property sign and notarize for recording a Storm Water Control Facility Maintenance Agreement.
8. All on-site storm drains are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner.
9. All storm water treatment and retention facilities and their drains including the bio-retention basins and planters, any permeable paver areas shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner.

### **WATER SUPPLY**

1. An 8" water main extension is required in 3<sup>rd</sup> Street from Ivy Street to Juniper Street in order to provide adequate water service and/or fire protection for the proposed project.



Construction of the water main shall be in accordance with the Standards and Specifications of the City of Escondido.

2. All water mains, water services, detector check assemblies, and other water appurtenances within the City of Escondido's water service area shall be designed and installed at locations approved by the Utilities Engineer.
3. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.
4. Where fire hydrants are being relocated, the abandoned fire hydrant laterals shall be abandoned at the water main. All existing gate valves and tees shall be removed and a straight run of pipe shall be replaced within the water main to the nearest joints.
5. No trees or deep rooted plants shall be planted within 10 feet of any water service.
6. All on-site water lines not in public easements will be considered a private water system. The Property Owner will be solely responsible for all maintenance of these water lines and facilities.

## **SEWER**

1. A minimum 6" polyvinyl chloride (PVC) sewer lateral shall be installed with a standard clean-out at the property line. All sewer laterals shall be installed at a right angle to the main in conformance with the Design Standards. 8" sewer laterals shall be connected to the public sewer at a manhole.
2. All abandoned sewer laterals shall be removed or capped at the property line and so noted on the improvement plans to the satisfaction of the Utilities Engineer.
3. No trees or deep rooted bushes shall be planted within 10' of any sewer lateral, or within 15' of any sewer main.
4. All sewer laterals will be considered a private sewer system. The Property Owner will be responsible for all maintenance of sewer lateral(s) to the sewer main.
5. Any new development whose wastewater discharge may contain pollutants not normally found or in concentrations in excess of those normally found in domestic wastewater shall require a wastewater discharge permit according to the Escondido Municipal Code, Chapter 22, Article 8. New users shall apply at least ninety (90) days prior to connecting to or contributing to the City's wastewater system and a permit must be obtained prior to commencement of any discharge to the system.

## **LANDSCAPE**

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan for review and approval by Engineering and Planning. The initial submittal of the landscape plans shall include the required plan check fees.

## **EASEMENTS AND DEDICATIONS**

1. All easements, both private and public, affecting subject property shall be shown and delineated on the Grading Plans.
2. Public utility easements for sewer, water, storm drain, etc. which are deemed necessary by the City Engineer shall be granted to the City.
3. The Developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the Grading plans and Building Permits. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Grading plans and Building Permits. Building permits will not be issued for construction which will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed.

*Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final public documents.*

## **SURVEYING AND MONUMENTATION**

1. All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey (or Corner Record if appropriate) shall be recorded.

## **REPAYMENTS AND FEES**

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by

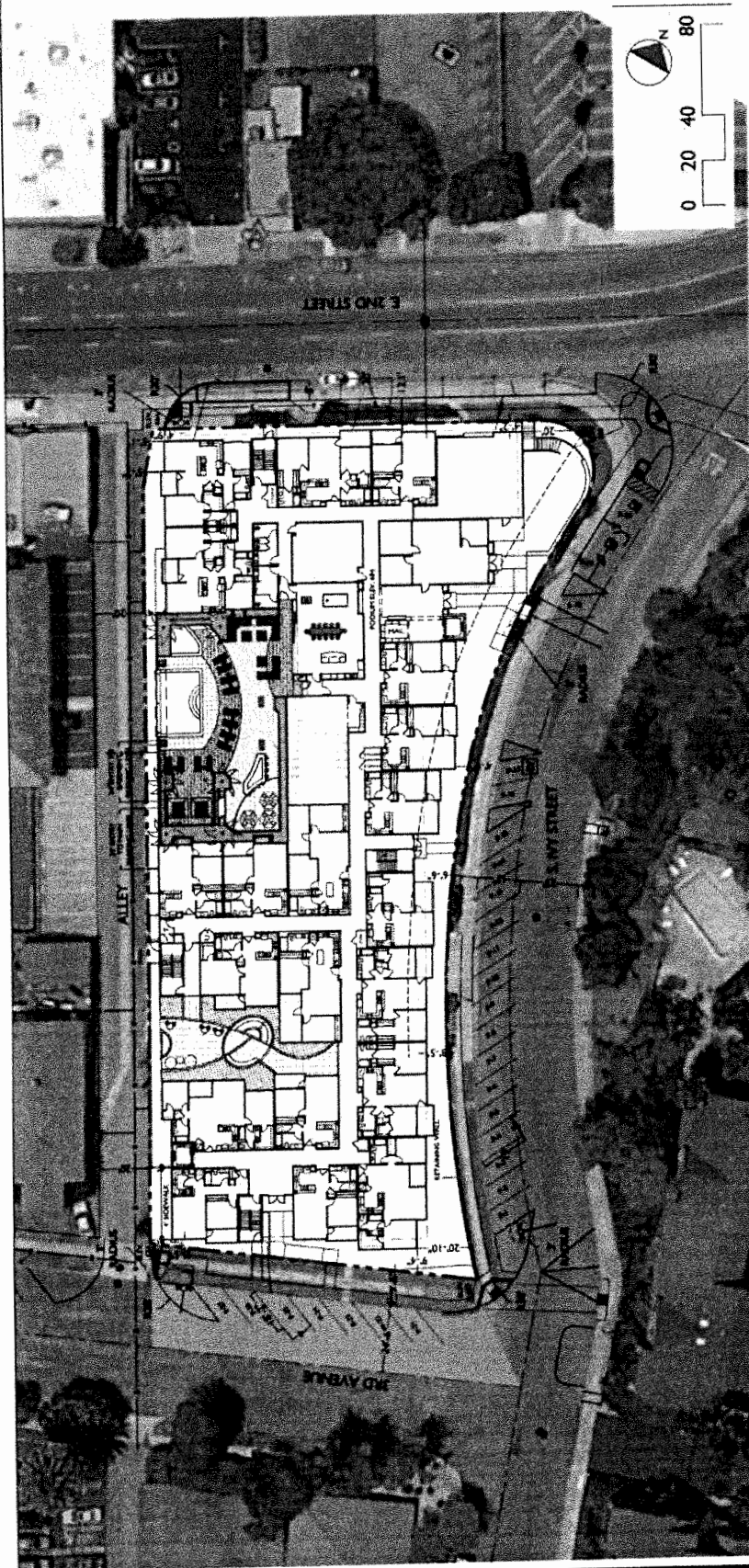
the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the City Engineer. The \$15,000 cash clean-up deposit previously posted by the Developer in conjunction with their site demolition shall be carried over and credited towards this required project cash clean-up deposit.

2. 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 permits are issued, subject to any specific Development Agreement terms still in effect when the fees are due.

#### **UTILITY UNDERGROUNDING AND RELOCATION**

1. All existing overhead utilities within the property boundary or along fronting streets and alley shall be relocated underground as required by the City's Ordinance. Due to determined infeasibility the Developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her reasons for requesting the waiver. If a waiver is approved, the Developer will be required to pay the waiver fee as adopted by City Council Resolution.
2. All new dry utilities required to serve the project shall be constructed underground.
3. The Developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

**EXHIBIT "D"**



ACCESSIBLE PARKING SUMMARY

PROVIDED ACCESSIBLE STALLS  
 (INCLUDED IN TOTAL STALLS):  
 RESIDENT ACCESSIBLE = 4 STALLS (GARAGE)  
 GUEST ACCESSIBLE = 2 STALLS (STREET)

ELECTRIC VEHICLE CHARGING  
 (INCLUDED IN TOTAL STALLS)

PER CBGSC 4.106.4.2: 3% OF ALL PARKING TYPES

GARAGE = 157 STALLS X 3% = 5 STALLS  
 STREET = 27 STALLS X 3% = 1 STALL

**EV** DESIGNATED LOCATION OF FUTURE  
 ELECTRIC VEHICLE CHARGING  
 LOCATIONS

PARKING SUMMARY

REQUIRED PARKING: (LOCATED WITHIN 0.5  
 MILES OF A MAJOR TRANSIT STOP. 0.5  
 PARKING STALLS REQUIRED PER BEDROOM,  
 PER CA 65915(p)(2)  
 8 STUDIO X .5 STALL = 4 STALLS  
 59 1 BD X .5 STALLS = 60 STALLS  
 60 2 BD X 1 STALLS = 60 STALLS  
 TOTAL STALLS = 94 STALLS

PARKING PROVIDED:  
 131 STANDARD STALLS  
 26 TANDEM (27.3% OF UNITS)  
 27 STREET STALLS (GUEST-IVY/3RD)  
 184 STALLS TOTAL

BUILDING HEIGHT SUMMARY

AVERAGE GRADE = 676  
 PODIUM DECK = 684  
 TOP OF ROOF SHEATHING = 739  
 BUILDING HEIGHT ABV. AVG. GRADE = 63'

BUILDING AREAS

BASEMENT PARKING LEVEL	26,436 S.F.
MAIN PARKING LEVEL	36,037 S.F.
1ST FLOOR BUILDING	29,268 S.F.
1ST FLOOR OPEN PODIUM	6,402 S.F.
2ND FLOOR BUILDING	29,115 S.F.
3RD FLOOR BUILDING	29,115 S.F.
4TH FLOOR BUILDING	29,115 S.F.
5TH FLOOR BUILDING	28,756 S.F.
TOTAL BUILDING (ABV GRADE)	187,808 S.F.
F.A.R. = 4.30	

OPEN SPACE SUMMARY

COMMON AREA @ PODIUM	6,402 S.F.
COMMON AREA @ GRADE	3,646 S.F.
ROOF DECK	735 S.F.
CLUBROOM/FITNESS/MEDIA	2,670 S.F.
PRIVATE BALCONIES (65 SF/U AVG)	8,271 S.F.
TOTAL OPEN SPACE PROVIDED	21,724 S.F.
AVERAGE OPEN SPACE/UNIT	171 S.F.

UNIT SUMMARY

51	PL 1	1BD/1 BA	@ 630 SF
10	PL 2	2BD/1 BA	@ 820 SF
27	PL 3	2 BD/2 BA	@ 910 SF
10	PL 4	2 BD/2 BA	@ 986 SF
13	PL 5	2 BD/2 BA	@ 995 SF
08	PL A	STUDIO	@ 550 SF
08	PL B	1BD/1 BA	@ 700 SF
127	TOTAL UNITS		

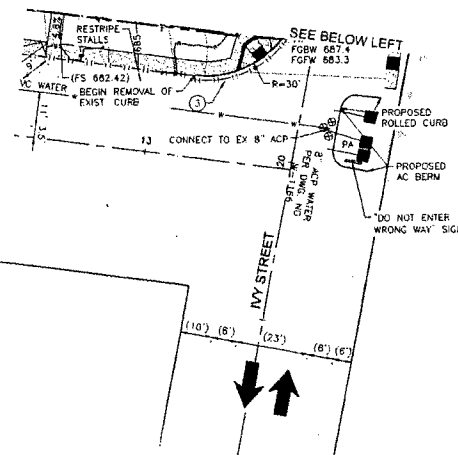
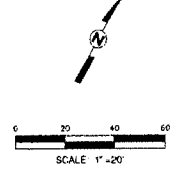
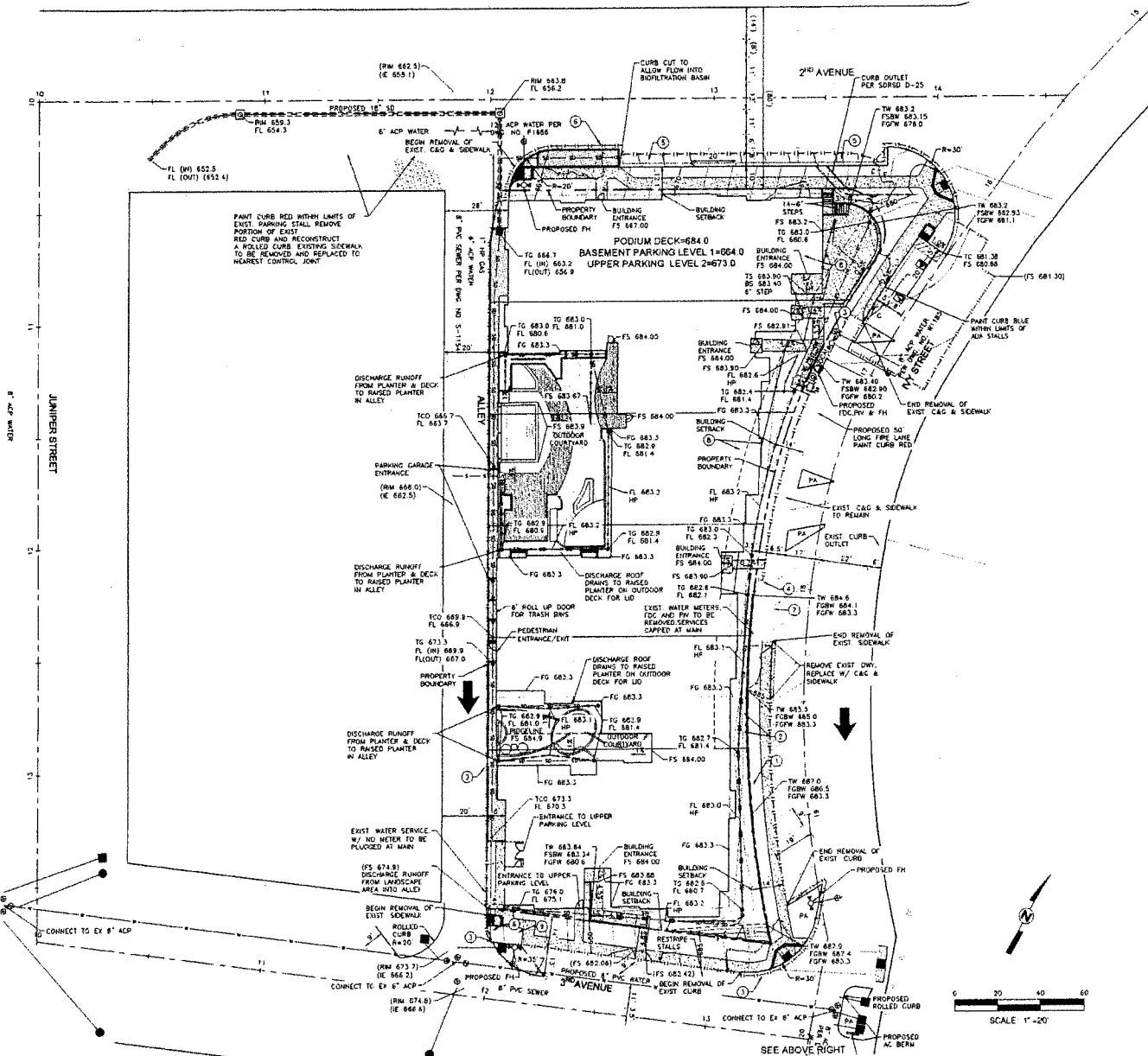
PROJECT SUMMARY

DOWNTOWN SPECIFIC PLAN  
 HISTORIC DOWNTOWN DISTRICT  
 SITE AREA 1 ACRE (43,648 SF)  
 TOTAL UNITS 127 STACKED FLATS  
 DENSITY 127 DU/ACRE  
 LOT COVERAGE 35,670 SF (81.7%)

**PROPOSED PROJECT  
 PHG 19-0010**



SITE MAP



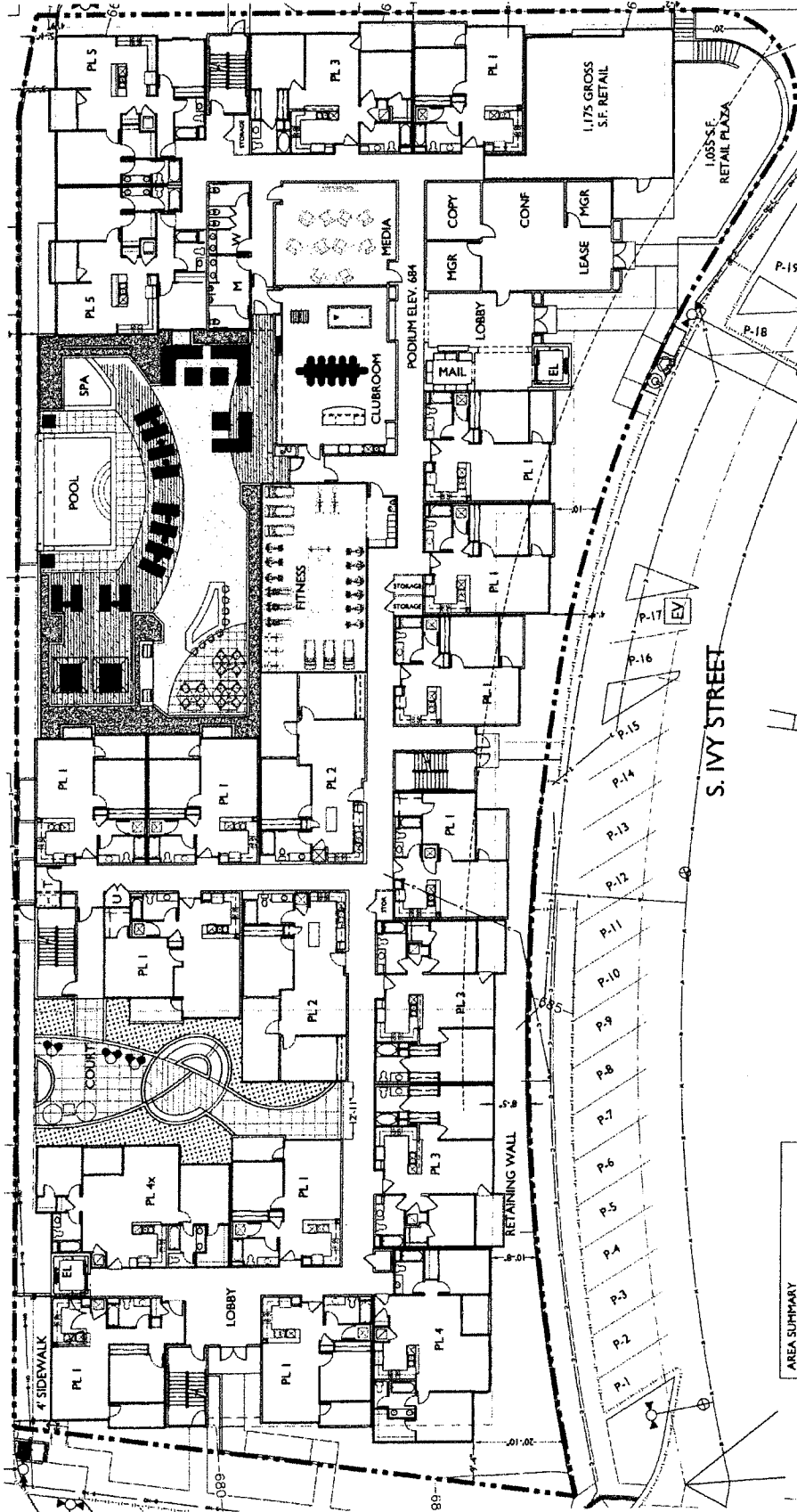
- NOTES:**
- ① EXIST. ELECTRICAL PULLBOX TO BE REMOVED BY OTHERS
  - ② EXIST. ELECTRICAL TRANSFORMER TO BE REMOVED BY OTHERS
  - ③ EXIST. POWER POLE & OVERHEAD ELECTRICAL TO BE REMOVED BY OTHERS
  - ④ EXIST. ELECTRICAL VAULT TO BE REMOVED BY OTHERS
  - ⑤ EXIST. STREET LIGHT TO BE RELOCATED
  - ⑥ EXIST. FH TO BE REMOVED
  - ⑦ EXIST. STREET LIGHT TO REMAIN, PROTECT IN PLACE
  - ⑧ EXIST. BUILDING WALL TO BE REMOVED
  - ⑨ EXIST. DRY UTILITY RISER TO REMAIN, PROTECT IN PLACE

**PROPOSED PROJECT  
PHG 19-0010**

**MASTER & PRECISE  
DEVELOPMENT PLAN FOR  
THE IVY**



**MASTER PLAN**



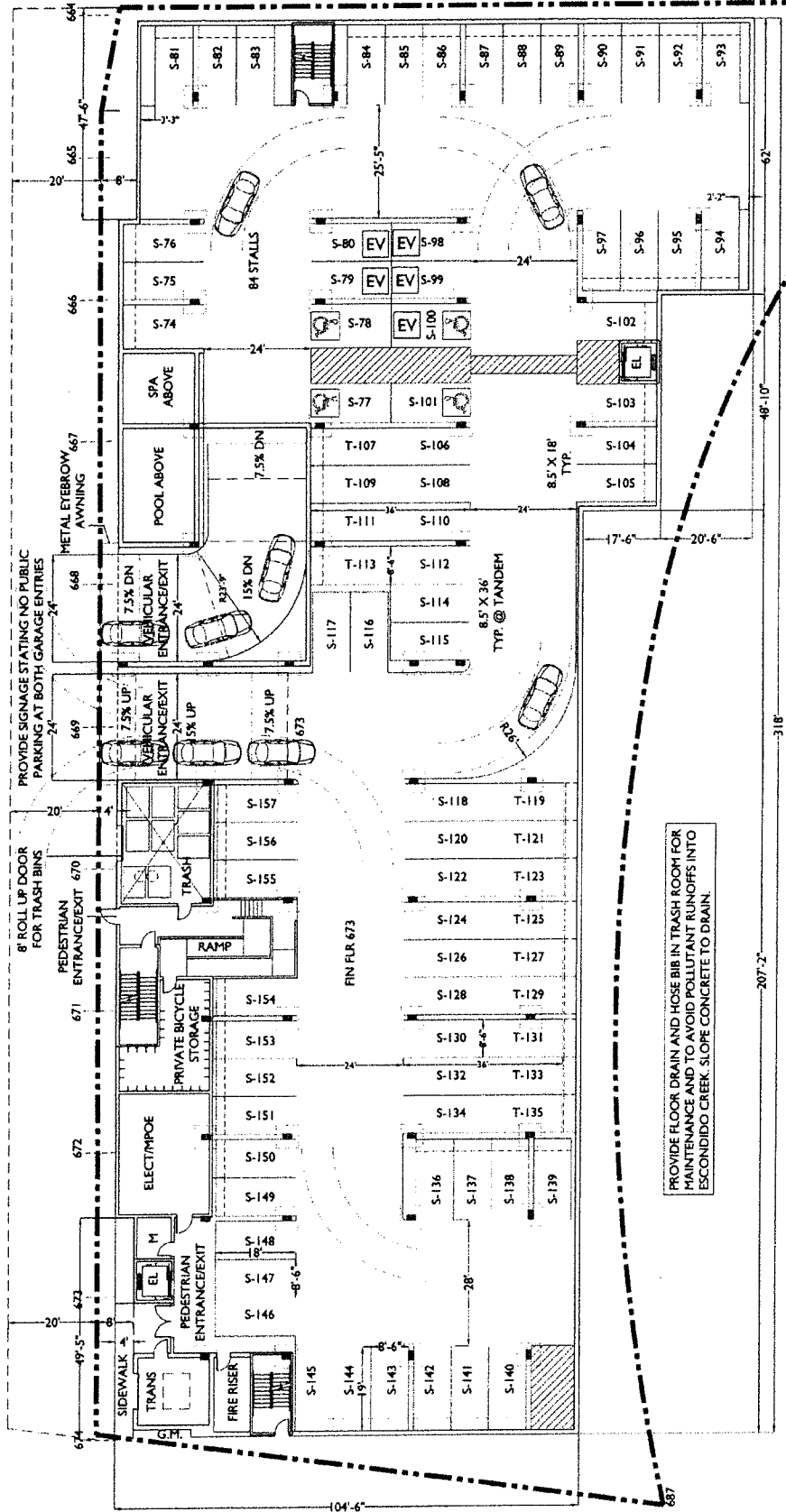
SCALE: 1" = 10'-0"  
 MAP FL 1.4 2019.0

AREA SUMMARY	
POOLDECK	4,654 S.F.
COURTYARD	1,746 S.F.
FITNESS	1,083 S.F.
CLUBROOM	966 S.F.
MEDIA	621 S.F.
RESTROOMS	307 S.F.
LEASING	1,175 S.F.
RETAIL PLAZA	1,035 S.F.
UNIT CORRIDOR STORAGE	1 TOTAL
	231 CU. FT. EACH
	255 CU. FT. EACH
	276 CU. FT. EACH
	1 TOTAL

**PROPOSED PROJECT  
 PHG 19-0010**




FLOOR PLAN - FIRST FLOOR



AREA SUMMARY

TRANSFORMER ROOM	242 S.F.
FIRE RISER ROOM	137 S.F.
ELECTRICAL/POE	544 S.F.
PRIVATE BICYCLE STORAGE	373 S.F.
TRASH ROOM	541 S.F.
UNIT GARAGE STORAGE	81.8 CU. FT. EACH
<b>TOTAL</b>	<b>56 TOTAL</b>

VEHICLE TURNING RADIUS  
 OUTSIDE RADIUS = 30'-0"  
 INSIDE RADIUS = 23'-0"



SCALE: 1" = 10'-0"  
 MAP CU 14 7010

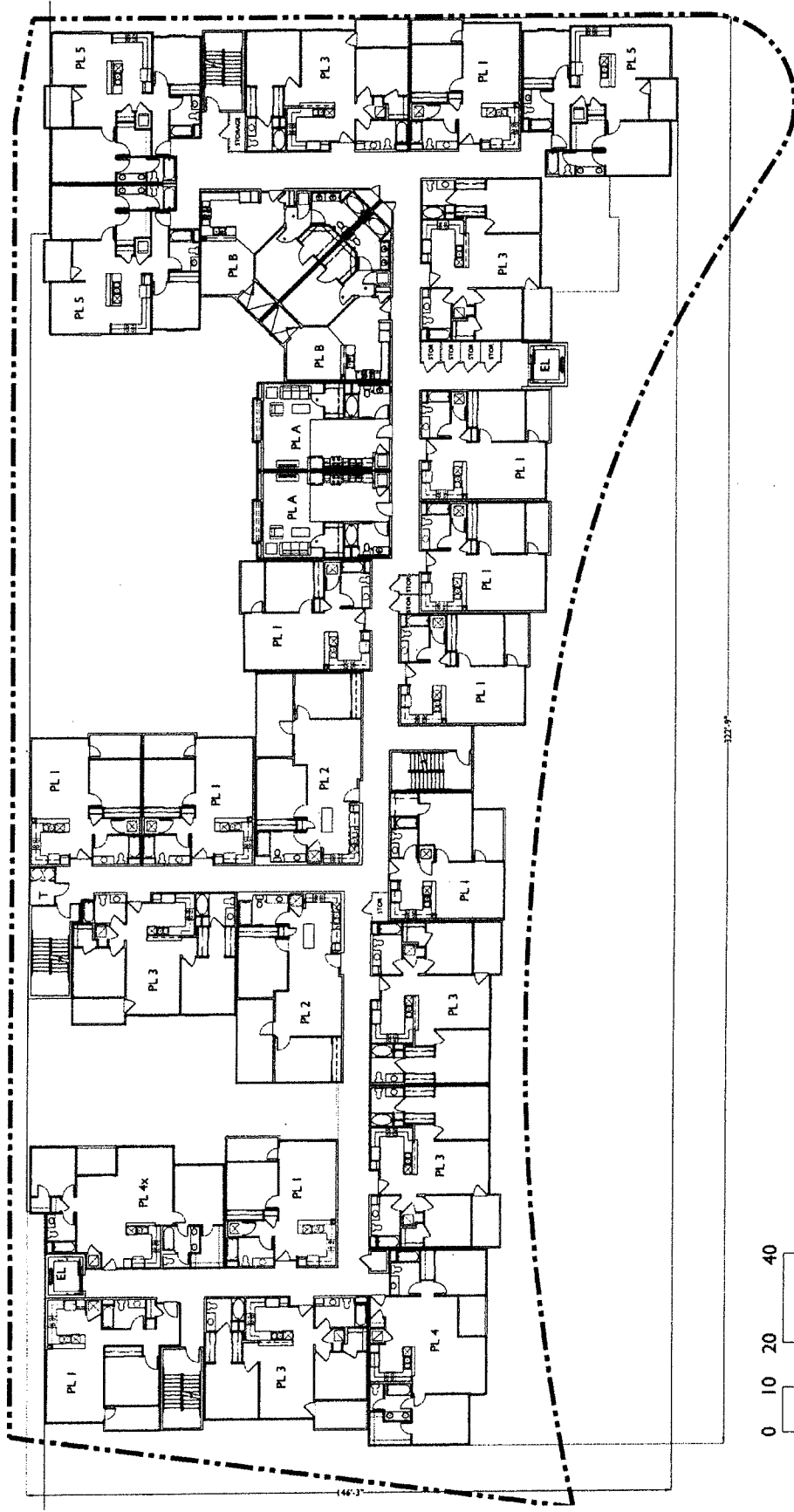
**PROPOSED PROJECT  
 PHG 19-0010**



PARKING PLAN - MAIN





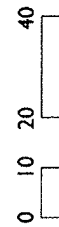
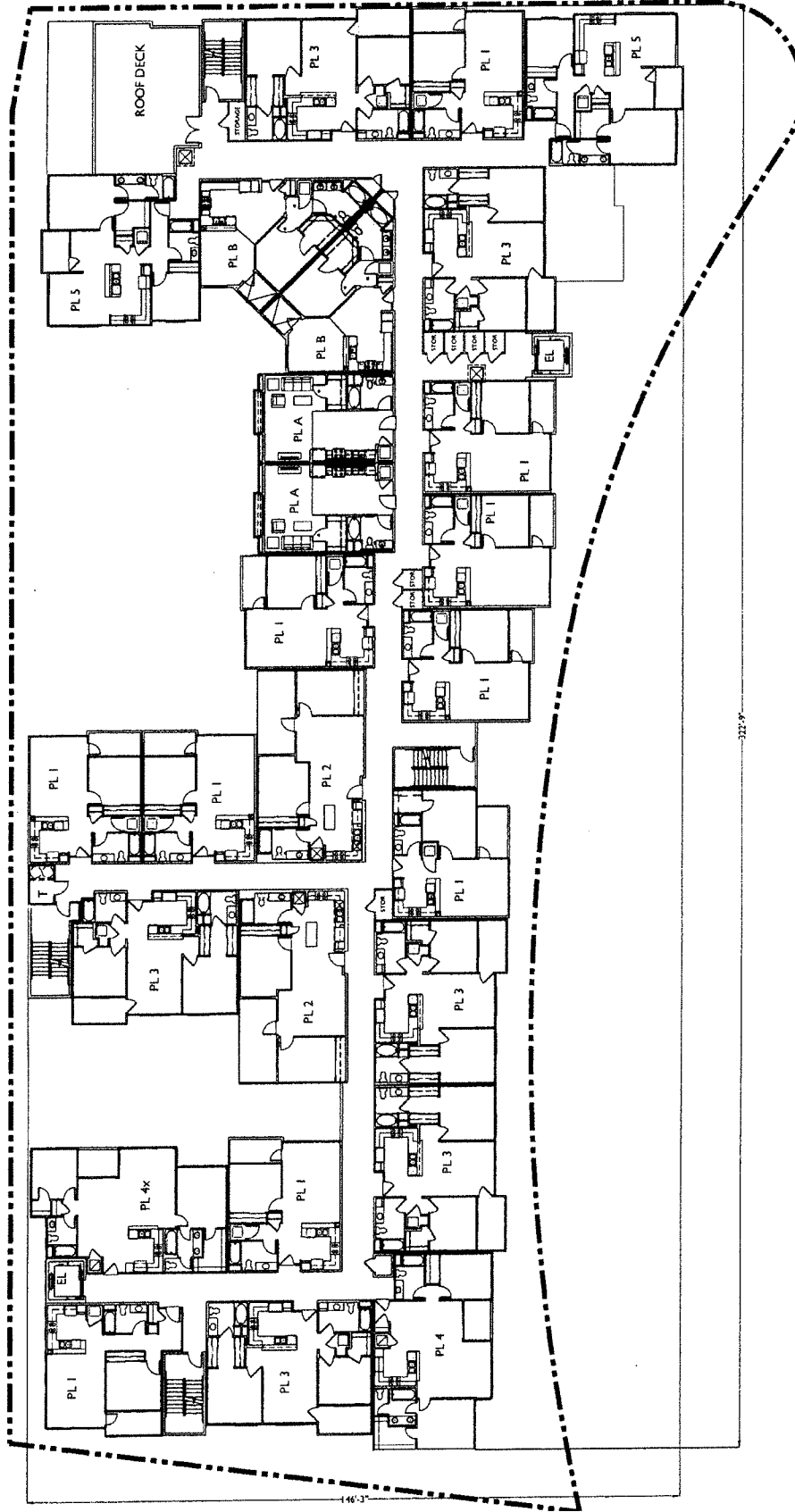


SECOND FLOOR  
 THIRD FLOOR  
 FOURTH FLOOR

**PROPOSED PROJECT  
 PHG 19-0010**

**F**

FLOOR PLANS



**PROPOSED PROJECT  
PHG 19-001C**

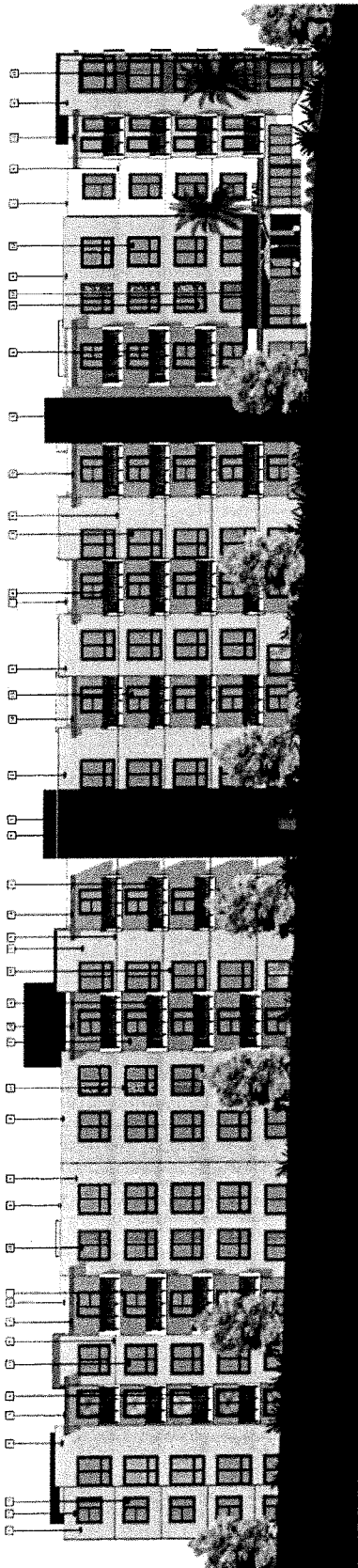
**F**

FLOOR PLAN - 5TH FLOOR

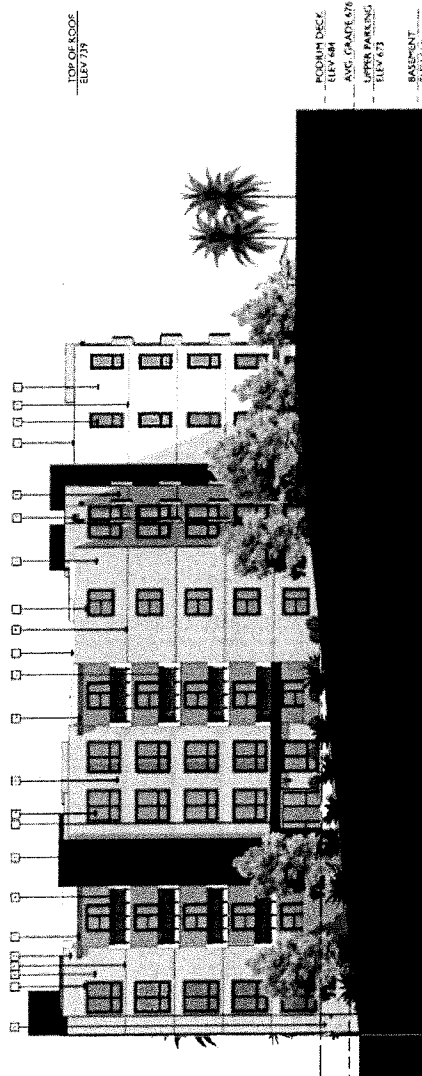


MATERIAL SCHEDULE

1. ROOF - BUILT UP ROOFING
2. ROOF - PARAPET WALL
3. WALL - EXTERIOR STUCCO, SAND FINISH
4. WALL - METAL SIDING
5. WALL - PRECISION BLOCK
6. METAL RAILING - FACE MOUNTED
7. PARKING GARAGE ENTRANCE SIGNAGE
8. DECORATIVE METAL SCREEN @ GARAGE
9. STUCCO EXPANSION JOINT
10. DECORATIVE EYEBROW
11. 2X STUCCO O/ FOAM TRIM
12. ROOF DECK W/ SOLID ROOF
13. VINYL WINDOW
14. METAL ROLL UP DOOR
15. STORMWATER PLANTER
16. SECURITY/SAFETY LIGHTING
17. BUILDING ENTRANCE SIGNAGE
18. DECORATIVE METAL EYEBROW AWNING



IVY STREET (NORTHEAST) ELEVATION

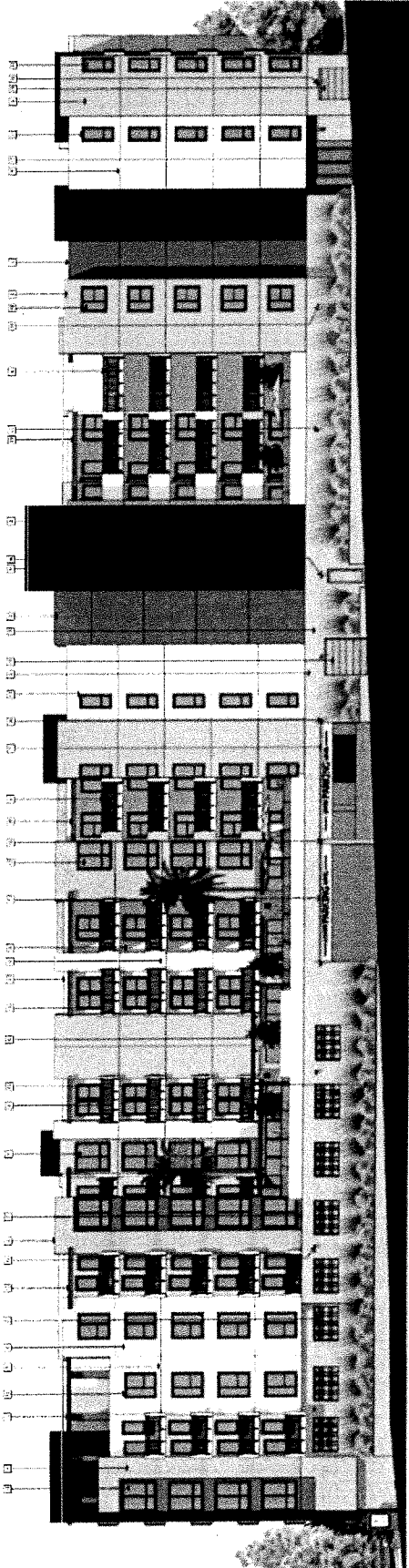


3RD AVENUE (SOUTHEAST) ELEVATION

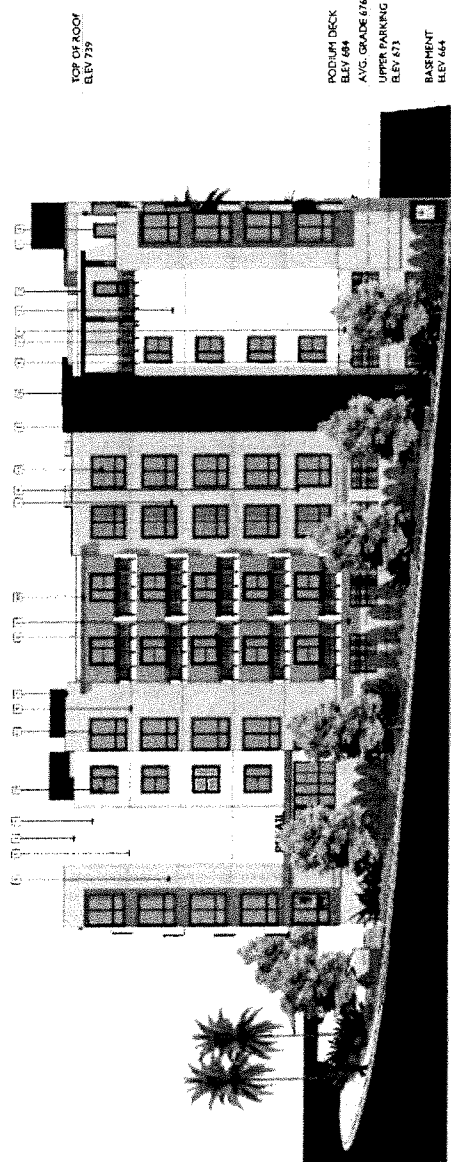
**PROPOSED PROJECT  
PHG 19-0010**

**E**

ELEVATIONS



ALLEY (SOUTHWEST) ELEVATION



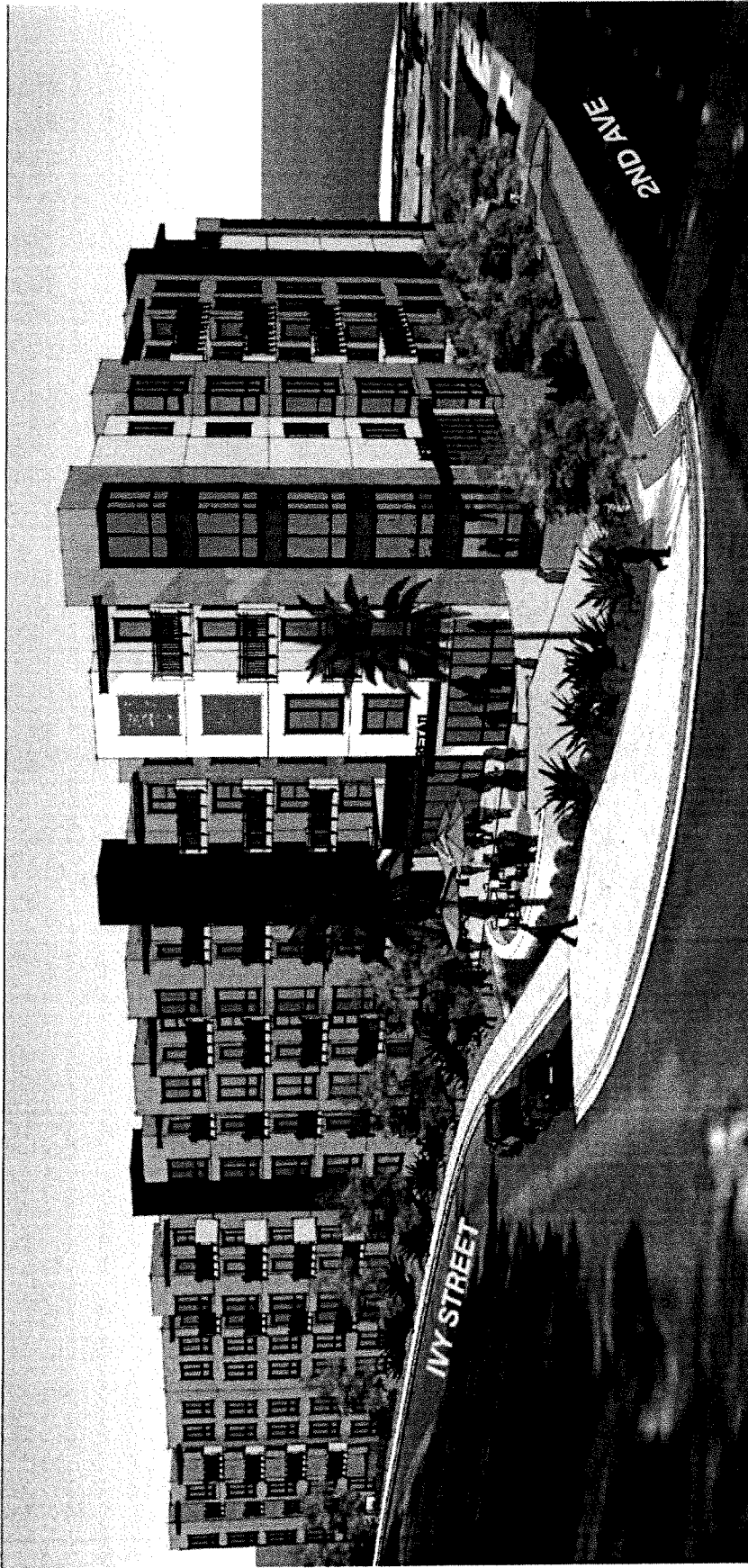
2ND STREET (NORTHWEST) ELEVATION

**MATERIAL SCHEDULE**

1. ROOF - BUILT UP ROOFING
2. ROOF - PARAPET WALL
3. WALL - EXTERIOR STUCCO, SAND FINISH
4. WALL - METAL SIDING
5. WALL - PRECISION BLOCK
6. METAL RAILING - FACE MOUNTED
7. PARKING GARAGE ENTRANCE SIGNAGE
8. DECORATIVE METAL SCREEN @ GARAGE
9. STUCCO EXPANSION JOINT
10. DECORATIVE EYEBROW
11. 2X STUCCO O/ FOAM TRIM
12. ROOF DECK W/ SOLID ROOF
13. VINYL WINDOW
14. METAL ROLL UP DOOR
15. STORMWATER PLANTER
16. SECURITY/SAFETY LIGHTING
17. BUILDING ENTRANCE SIGNAGE

**PROPOSED PROJECT  
PHG 19-0010**

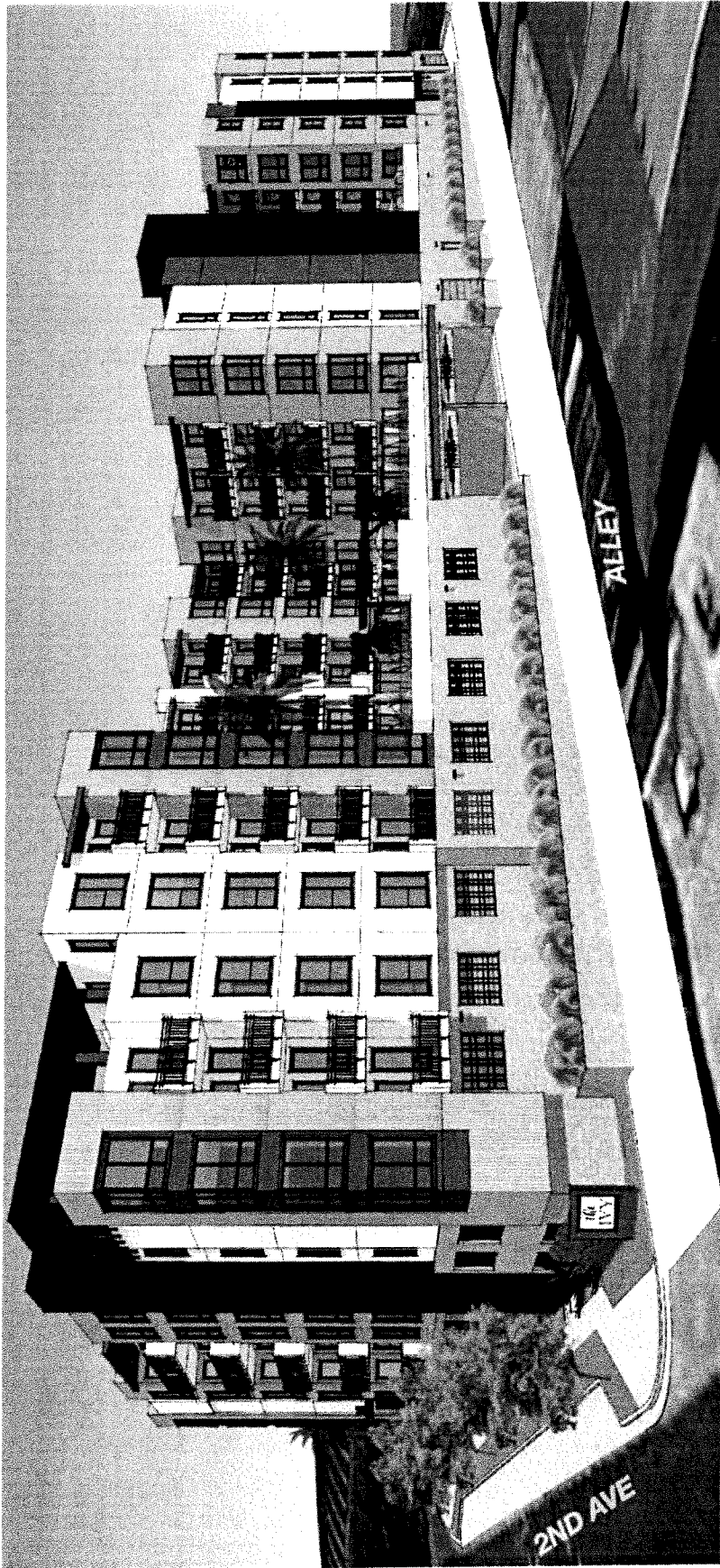
**E**  
ELEVATIONS



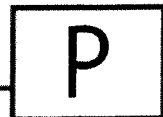
**PROPOSED PROJECT**  
**PHG 19-0010**



PERSPECTIVES



**PROPOSED PROJECT  
PHG 19-0010**



PERSPECTIVES





1	CONCRETE CURB	2	CONCRETE CURB
2	CONCRETE CURB	3	CONCRETE CURB
3	CONCRETE CURB	4	CONCRETE CURB
4	CONCRETE CURB	5	CONCRETE CURB
5	CONCRETE CURB	6	CONCRETE CURB
6	CONCRETE CURB	7	CONCRETE CURB
7	CONCRETE CURB	8	CONCRETE CURB
8	CONCRETE CURB	9	CONCRETE CURB
9	CONCRETE CURB	10	CONCRETE CURB
10	CONCRETE CURB	11	CONCRETE CURB

**PROPOSED PROJECT  
PHG 19-0010**



COLOR PALETTE



RECORDING REQUESTED BY:

CITY CLERK, CITY OF ESCONDIDO

WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF ESCONDIDO  
201 N. BROADWAY  
ESCONDIDO, CA 92025

*THIS SPACE FOR RECORDER'S USE ONLY*

---

APN: 229-471-08, 229-471-09, 229-471-10, 229-471-11, 229-471-12, and 229-471-13

**Recording Fees Exempt Per Government Code Section 27383**

**DEVELOPMENT AGREEMENT  
for The Ivy**

**between**

**CITY OF ESCONDIDO**

**and**

**TOUCHSTONE MF FUND I, LLC**

\_\_\_\_\_, 2019

## **DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is entered into by and between the City and Owner.

### **RECITALS**

WHEREAS, Government Code Sections 65864 through 65869.5 and Articles 58 and 68 of the City's Zoning Code authorize the City to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the purpose of establishing certainty in the development process for both the City and the property owner, and to enable specific terms regarding property development, to be negotiated and agreed upon; and

WHEREAS, the purposes of the Agreement are to eliminate uncertainty in the planning and development of the Project by assuring Owner that it may develop the Property, in accordance with existing laws, subject to the terms and conditions contained in the Agreement; assure the orderly installation of necessary improvements and the provision for public services appropriate for the development of the Project; and enable the City to obtain substantial public benefits by virtue of the Agreement.

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

### **ARTICLE I**

#### **Definitions**

1.     **"Amendment"** refers to any written amendment to this Agreement approved by the City Council as provided in Article II, Section 3.
2.     **"Annual Review"** refers to the Owner's demonstration of compliance with the terms of this Agreement every 12 months.
3.     **"Assignee"** refers to an assignee of this Agreement in accordance with Article II, Section 2 and approved by the City in writing.
4.     **"CEQA"** refers to the California Environmental Quality Act.
5.     **"City"** refers to the City of Escondido, its City Council, its mayors and council members, past and present, and employees and agents.
6.     **"Cure Period"** refers to the period of time in which a default may be cured, which will be 30 days.

7. **“Development Fees”** refers to the development related fees as provided in the City’s Fee Guide for Development Projects Revised 7-2-2018, attached as Exhibit C.
8. **“Director”** refers to the Director of Community Development.
9. **Effective Date.** The effective date of the Agreement shall be the day that is 30 days after the City Council’s adoption of an ordinance approving this Agreement.
10. **“Entitlements”** refers to all approvals and permits necessary or incidental to the development of the Project or any portion thereof, whether discretionary or ministerial, including but not limited to, specific plans, tentative or final tract map approvals, whether standard or vesting, conditional use permits, variances, project plans, grading permits, building permits, and this Agreement and includes all conditions of approval regarding any particular Entitlement.
11. **“Exaction”** refers to any fee, tax, requirement, condition, dedication, restriction, or limitation imposed by the City upon the development of the Property at any time in accordance with the Existing Laws.
12. **“Existing Laws”** refers to the ordinances, resolutions, codes, rules, regulations, general plan, stormwater regulations and official policies of the City and the State of California governing the development of the Property, including, but not limited to, the permitted uses of the Property, the density or intensity of use, the design, improvement and construction standards and specifications for the Project, including the maximum height and size of proposed buildings, and the provisions for reservation and dedication of land for public purposes, in effect on the Effective Date of this Agreement.
13. **“Future Exaction”** refers to Exactions imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise.

14. **"Future Laws"** refers to all ordinances, resolutions, codes, rules, regulations, and official policies implemented by the City after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise. Future Laws includes changes to the Existing Laws.
15. **"General Fees"** refers to all general development fees which the City may levy pursuant to Government Code Sections 66000 et seq. ("the Mitigation Fee Act"), including, but not limited to, application fees, processing fees, utility connection fees, inspection fees, capital facilities fees, development impact fees, traffic impact fees, park fees and such other similar fees as may be enacted from time to time and generally applied throughout the City, excluding Development Fees.
16. **"General Plan"** refers to the City's General Plan in effect on the Effective Date.
17. **"Minor Modifications"** refers to minor modifications regarding the performance of this Agreement that are consistent with the Entitlements and have minimal impacts to the City's operations in terms of timing, performance, or value.
18. **"Modification"** refers to a modification approved by the City Council as provided in Article VI, Section 5.
19. **"Operating Memorandum"** refers to addenda to this Agreement to document changes or adjustments in the performance of this Agreement as specified in Article III, Section 7.
20. **"Owner"** refers to Touchstone MF Fund I, LLC, a Delaware limited liability company, who has legal or equitable interest in the real property which is the subject of this Agreement.
21. **"Party"** City or Owner may be referred to individually as Party or collectively as Parties.
22. **"Project"** shall mean and refer to all improvements described in the Entitlements and this Agreement.

23. **"Property"** shall mean the certain real property located in the County of San Diego, State of California as described in the Exhibit A.
24. **"Public Benefits"** shall refer to the consideration given by Owner to the City, as described in Exhibit B attached hereto, in return for the City's good faith performance of all applicable terms and conditions in this Agreement.
25. **"Public Improvements"** refers to any public improvements required to be constructed as conditions of approval to the Entitlements or as additionally provided in this Agreement.
26. **"Review Letter"** refers to a letter from the City regarding a statement of Owner's compliance with this Agreement, following a positive Annual Review by the City.
27. **"Term"** shall refer to the term of this Agreement as provided in Article II, Section 1.

## ARTICLE II

### General Provisions

1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue for five (5) years unless terminated, modified, amended or extended as permitted by this Agreement. After the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer subject to the Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.
2. **Assignment.** The rights and obligations of Owner under the Agreement may be assigned by Owner as part of an assignment of the Property, only after receiving written approval from the City. Owner shall provide thirty (30) days advance written notice to the City of any requested assignment, which may not be unreasonably conditioned, delayed, or withheld. The City shall have

the right to ensure that the proposed assignee has the financial capability to complete and fulfill any uncompleted requirements relating to the Public Benefits and Public Improvements. Notwithstanding the foregoing, Owner may assign this Agreement in conjunction with a transfer of the Property without any additional consent to (i) any entity in which Touchstone Communities, LLC or Kerry Garza, directly or indirectly, has an ownership interest, or (ii) any entity in which Touchstone Communities, LLC or Kerry Garza directly or indirectly controls the day to day operations. Any assignment agreement must be in writing and expressly provide that (a) the assignment shall be subject to this Agreement; and (b) the Assignee assumes all of Owner's rights and obligations with respect to the Property, or portion thereof, assigned.

3. **Amendment of Agreement.** The Agreement may be amended in writing by the mutual consent of the Parties in accordance with Article 58, Chapter 33 of the Escondido Zoning Code as well as any applicable state or federal law. The Agreement shall include any amendment properly approved and executed. Minor Modifications in the manner of performance shall not constitute an Amendment to the Agreement and may be accomplished through an Operating Memorandum.

4. **Enforcement.** Unless amended or terminated as provided herein, this Agreement is enforceable by either Party or its successors and assigns, notwithstanding any Future Laws, which alter or amend the Existing Laws.

5. **Defense and Indemnification.**

a. Owner agrees to defend, indemnify, and hold harmless, City, and provide and pay all costs for a defense of and judgment against the City, including any award for attorney's fees and litigation costs, in any legal action filed in a court of competent jurisdiction by a third party challenging the Project, or any component thereof, or this Agreement. Upon the Effective Date, the Owner shall deposit security, such as a bond, letter of credit, or other security to cover the costs

of any such defense in a reasonable amount as determined by the City of Escondido City Attorney. Said security may be released after all applicable statutes of limitation have expired.

b. Owner shall further indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2015-0001) of the California Regional Water Quality Control Board Region 9, San Diego, as amended or extended, which the City might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project.

c. The City shall have no liability to the Owner or any other person for, and Owner shall indemnify, defend, protect and hold harmless the City from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, which the City may suffer or incur or to which the City may become subject as a result of or allegedly caused by the payment of prevailing wages for construction of the Project or any of the Public Benefits or Public Improvements.

d. If any action or proceeding is brought against the City by reason of any of the matters against which Owner has agreed to indemnify the City as provided above, Owner, upon notice from the City, shall defend the City at Owner's expense by counsel chosen by the City. The City need not have first paid for any of the matters to which the City is entitled to indemnification

in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

6. **Third Party Challenges.** In the event the validity, applicability, or implementation of the Agreement is challenged by means of legal proceedings by any party other than the City and Owner, it shall be the City's option, at its sole and absolute discretion, whether to undertake the defense of such challenge. If the City determines not to defend such challenge, it shall be the option of Owner, to defend the validity, applicability, or implementation of this Agreement in the proceeding at Owner's sole expense. The City and Owner agree to cooperate in the defense of any such challenges.

7. **Notices.** All notices or communication between the City and Owner pursuant to the Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, certified or registered mail, facsimile or telecopy to the addresses set forth below. The addresses may be changed by giving (ten) 10 days written notice.

**A. City**

City of Escondido  
Attention: Director of Community Development  
201 N. Broadway  
Escondido, CA 92025

with a copy to:

City Attorney  
201 N. Broadway  
Escondido, CA 92025

**B. Owner**

Touchstone MF Fund I, LLC  
C/O Touchstone Communities, LLC  
Attention: Kerry Garza and Addison Garza  
9909 Mira Mesa Blvd., Suite 150  
San Diego, CA 92131  
Phone: (858) 248-4951



with a copy to:

David W. Ferguson, Esq.  
Lounsbury Ferguson Altona & Peak, LLP  
960 Canterbury Place, Suite 300  
Escondido, CA 92025-3836  
Phone: (760) 743-1201

8. **Conflict of State or Federal Laws.** If state or federal laws or regulations enacted after the Effective Date prevent compliance with any provision of this Agreement or require changes in any Entitlements, those laws or regulations shall be controlling and the Parties shall make a good faith, reasonable attempt to modify this Agreement to comply both with the intent of the Agreement and with the new laws or regulations.

The City shall timely assist Owner in securing any permits, including permits from other public agencies, which may be required as a result of the modifications, suspensions, or alternate courses of action.

### **ARTICLE III**

#### **Development of the Property**

1. **Applicable Rules, Regulations, and Policies.** Owner shall have the vested right, to the fullest extent allowed by law, to develop the Property in accordance with the Entitlements, Existing Laws and this Agreement. During the Term, the Entitlements, Existing Laws and this Agreement shall control the overall design, development and construction of the Project. Notwithstanding the foregoing, nothing in this Agreement shall preclude the City from applying changes occurring from time to time in the uniform codes published in Title 24 of the California Code of Regulations

and adopted by the City, including local amendments, in effect when the building permits are issued.

2. **Future Laws.** Future Laws shall not apply to the Project except as expressly provided in this Agreement. Future Laws may be applied to the Project if they are not in conflict with the Existing Laws. Owner may give the City written notice of its election to have any Future Law applied to the Property, in which case such Future Law will be considered an Existing Law for purposes of this Agreement.

3. **Future Discretionary Reviews.** Except as set forth in this Agreement, the City shall retain its discretionary rights in reviewing applications for Entitlements. Owner's applications for Entitlements and the City's review thereof, must comply with the Existing Laws and with the terms and conditions of this Agreement. The City shall not impose any conditions upon Entitlements that are more restrictive than or inconsistent with the terms of this Agreement or the Existing Laws, except as required by state or federal law. The City may conduct, in accordance with CEQA and the Existing Laws, an environmental review for Entitlements. The City may impose, if required by CEQA, additional mitigation measures to mitigate significant adverse environmental effects that were not previously considered, or were found to be infeasible to mitigate at the time of approval of this Agreement. Nothing herein is intended to require or authorize additional CEQA environmental review or mitigation measures beyond that otherwise required by CEQA.

4. **Permitted Uses and Density.** The Agreement shall vest the right to develop the Property to the fullest extent allowed by law with respect to the permitted uses of land, density and intensity of uses, and the rate or timing and phasing of development as described in the Entitlements which are hereby incorporated as if fully set forth in this Agreement. The permitted uses, density, and intensity of use of the Project, the maximum height and size of proposed buildings and provisions

for reservation or dedication of land for public purposes, shall substantially conform to those specified in the Entitlements, Existing Laws and this Agreement. All other aspects of the Project that are not specified in the Entitlements shall be determined by the Existing Laws, except as expressly provided herein.

5. **Time for Construction and Completion of the Project.** Owner cannot predict when or the rate or the order in which the Property or the parcels will be developed, if at all. Such decisions depend upon numerous factors that are not within the control of the Owner, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Therefore, Owner shall have the right to develop the Property in phases, in such order, at such rate, and at such times as Owner deems appropriate in Owner's business judgment, subject only to the provisions of this Agreement and the Entitlements. Owner shall be entitled to apply for and receive approval of permits, building permits, and other Entitlements for use at any time and for any or all portions or phases of the Project, provided that application is made in a manner consistent with this Agreement and the Entitlements.

The City may require, and will process, all customary plans and agreements generally applicable to developers in the City for similar works of onsite or offsite improvements.

6. **Moratorium.** No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of the City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within the City, or portions of the City, shall apply to the Property to

the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect the City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria, as established by the initiative process, or as otherwise established by law.

7. **Operating Memoranda.** The Parties acknowledge that the provisions of this Agreement require cooperation between the City and Owner, and that the refinements and further development of the Project hereunder may demonstrate that changes are appropriate with respect to the details of performance of the Parties hereunder. The Parties desire, therefore, to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. If and when, from time to time during the Term, the Parties find that such Minor Modifications are necessary or appropriate, they may effectuate such Minor Modifications through Operating Memoranda approved by the Parties, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary with further approval by the City and Owner. No such Operating Memorandum shall require prior notice or hearing, or constitute an amendment or modification to this Agreement; and in the case of the City, such Operating Memorandum may be acted upon by the City Manager or his designee. Failure of the Parties to enter into any such Operating Memorandum shall not affect or abrogate any of the rights, duties or obligations of the Parties hereunder or the provisions of this Agreement. An Operating Memorandum may be recorded as an addendum to this Agreement.

8. **Term of Project Approvals.** The term of each of the Entitlements shall be extended for a period of time through the Term of the Agreement. Should this Agreement be terminated, the Owner shall have thirty (30) days to submit an application for the extension of any of the approved Entitlements.

9. **Infrastructure Capacity.** Subject to Owner's proportionate contribution to infrastructure and the Public Benefits provided by Owner, in accordance with the requirements of the Entitlements, the City hereby acknowledges that it will have sufficient capacity in its infrastructure services and utility systems, including, without limitation, traffic circulation, flood control, sanitation service and, except for reasons beyond the City's control, sewer collection, sewer treatment, water supply, treatment, distribution and service, to accommodate the Project. To the extent that the City renders such services or provides such utilities, the City hereby agrees that it will serve the Project and that there shall be no restriction on connections or service for the Project except for reasons beyond the City's control. Notwithstanding the foregoing, the City acknowledges that sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project exists as of the Effective Date.

10. **Easements.** Easements dedicated for pedestrian use shall be permitted to include public easements for underground improvements, including but not limited to, drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities, so long as they do not unreasonably interfere with pedestrian use.

11. **Public Improvements.** Owner agrees to design and construct the improvements as provided in Exhibit B to this Agreement. The requirement to design and construct the improvements in Exhibit B shall survive the termination of this Agreement.

12. **Fees.** The Owner shall pay the Development Fees in the amounts specified in the Fee Guide, attached as Exhibit C. The payment of Development Fees and General Fees may be deferred in accordance with City requirements separately from this Agreement.

#### **ARTICLE IV**

##### **Provision of Public Benefits**

1. **Description of Public Benefits.** Owner shall provide the City with the Public Benefits, as further described in Exhibit B, as consideration for the City's good faith performance of all applicable terms and conditions in this Agreement and Exhibit B.
2. **Occupancy Contingent on Construction of Public Improvements.** Owner acknowledges that the City shall not grant a certificate of occupancy for any building constructed on the Property prior to the construction of all improvements described in Exhibit B. This contingency for occupancy shall survive the termination of this Agreement.
3. **Grading Permit Contingent on Security for Public Benefits.** Prior to issuance of a grading permit, Owner must enter into an improvement agreement or agreements which will detail Owner's construction obligations for Public Improvements and the Public Benefits, and will require Owner to provide financial security for completion of construction, in a form or forms as approved by the City Attorney.
4. **Processing During Third Party Litigation.** The filing of any third party lawsuit(s) against the City or Owner relating to this Agreement, any Entitlements, or to other development issues affecting the Property shall not delay or stop the development, processing or construction of the Project or approval of Entitlements, unless the third party obtains a court order preventing the activity, in which case the term of this Agreement shall be tolled for the duration of the legal action and the expiration date of the Agreement shall be extended by the time during which the term is tolled.

## ARTICLE V

### Annual Review

1. **Owner Responsibilities.** At least every twelve (12) months during the Term, Owner shall demonstrate good faith substantial compliance with the major provisions of the Agreement and provide, to the best extent possible, the status and timing of development of the Project and related public improvements to the City for an Annual Review. If requested by the City, Owner shall provide any additional detail or information necessary to demonstrate good faith compliance with any particular provision of this Agreement identified by the City.
2. **Opportunity to be Heard.** Owner shall be permitted an opportunity to be heard orally and in writing at any noticed public hearing regarding its performance under this Agreement. Owner shall be heard before each appropriate board agency or commission and the City Council at any required public hearing concerning a review of performance under this Agreement.
3. **Information to be Provided to Owner.** The City shall mail to Owner a copy of staff reports and related exhibits concerning Agreement performance, a minimum of ten (10) calendar days prior to consideration and review by the City Council.
4. **Annual Review Letter.** If Owner is found to be in substantial compliance with this Agreement after the Annual Review, the City shall issue, upon written request by Owner, a Review Letter to Owner stating that, based upon information known or made known to the City Council, the City Planning Commission, and/or the City Manager, this Agreement remains in effect and Owner is in compliance. Owner may record the Review Letter in the Official Records of the County of San Diego.
5. **Failure of Annual Review.** The City's failure to perform an Annual Review of Owner's substantial compliance with the terms and conditions of the Agreement shall not constitute or be asserted as a default by Owner.

## ARTICLE VI

### **Delay, Default, Remedies, and Termination**

1. **Notice and Cure of Default.** In the event of a material default, the Party alleging a default shall give the defaulting Party a notice of default in writing. The notice of default shall specify the nature of the alleged material default. During the Cure Period, the Party charged shall not be considered in breach. If the default is cured within the Cure Period, then no breach shall be deemed to exist. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which such alleged failure satisfactorily may be cured.
2. **Waiver.** Failure or delay in giving notice of default shall not constitute a waiver of any other material default. Except as otherwise expressly provided in this Agreement, a failure or delay in asserting any rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies otherwise available to a Party or deprive a Party of the right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any rights or remedies it may have.
3. **Default by Owner.** The Director may recommend the review and termination of this Agreement to the City Council upon an occurrence of a material default that is not cured within the Cure Period. The foregoing does not limit any of the City's other remedies upon a material breach of this Agreement by the Owner.
4. **Default by the City.** Upon a material default by the City, that is not cured within the Cure Period, Owner, without limiting any of its other remedies, shall not be obligated to complete any of its obligations under this Agreement.
5. **Termination or Modification.** Any termination or modification of this Agreement shall be done in accordance with Article 58, Chapter 33 of the Escondido Zoning Code as well as any



applicable state or federal law. Owner shall have sixty (60) days from the Effective Date to sign the Agreement or the Agreement shall automatically expire.

## ARTICLE VII

### Encumbrances and Releases on Property

1. **Discretion to Encumber.** This Agreement shall not prevent or limit Owner, in any manner, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage. The City acknowledges that lenders providing financing may require modifications to this Agreement and the City agrees, upon request, from time to time, to meet with Owner and/or representatives of lenders to negotiate in good faith any lender request for modification provided any modification does not will not affect the timely completion or fulfillment of any requirements in the Entitlements or this Agreement relating to the Public Benefits.

## ARTICLE VIII

### Miscellaneous Provisions

1. **Rules of Construction.** The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.

2. **Severability.** If any non-material provision of this Agreement shall be adjudged by a court of competent jurisdiction to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Agreement. If any material part of the Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or illegal, the Parties shall take all steps necessary to modify the Agreement to implement the original intent of the Parties in a valid and binding manner. These steps may include the waiver by either of the Parties of their right under the unenforceable provision. If, however, this Agreement objectively cannot be modified to

implement the original intent of the Parties and the Party substantially benefited by the material provision does not waive its rights under the unenforceable provision, the executory portions of the Agreement shall become void.

3. **Entire Agreement.** Except as expressly referred to herein, this Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all other negotiations and previous agreements between the Parties with respect to that subject matter.

4. **Waivers.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate agents of the City or of Owner.

5. **Recording.** The City Clerk shall cause a copy of this Agreement to be recorded with the Office of the County Recorder of San Diego County, California within (ten) 10 days following the Effective Date. Upon the completion of performance of this Agreement or its revocation or termination, a statement evidencing completion, revocation, or termination signed by the appropriate agents of Owner and the City shall be recorded in the Official Records of San Diego County, California.

6. **Project as a Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and that Owner shall have the full power and exclusive control of the Property subject to the provisions of this Agreement. Any improvements completed remain the property of the Owner unless the City has explicitly accepted any improvement.

7. **Captions.** The captions of the Agreement are for convenience and reference only and shall not define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of the Agreement.

8. **Consent.** Where the consent or approval of a Party is required or necessary under this Agreement, the consent or approval shall not be withheld unreasonably.
9. **The City's Ongoing Statutory Authority.** Except as expressly stated, nothing in this Agreement shall limit the City's authority and responsibility under the California Constitution and applicable California statutes to act in the best interests of the public health, safety, and welfare, and nothing in this Agreement is intended to limit in any way the legislative discretion otherwise afforded the Escondido City Council under state or federal law.
10. **Covenant of Cooperation.** The Parties shall cooperate with and assist each other in the performance of the provisions of the Agreement including assistance in obtaining permits for the development of the Property which may be required from public agencies other than the City. The covenant of cooperation shall include, to the maximum extent permitted by law, that the City shall use its best efforts to prevent any ordinance, measure, moratorium or other limitation from invalidating, prevailing over or making impossible any provision of the Agreement, and the City shall cooperate with Owner to keep this Agreement in full force and effect. Owner reserves the right to challenge any such ordinance, measure, moratorium, or other limitation in a court of law if it becomes necessary to protect the development rights vested in the Property pursuant to this Agreement.
11. **Further Actions and Instruments.** Each of the Parties shall cooperate with and provide reasonable assistance to the other in the performance of all obligations under this Agreement and the satisfaction of the conditions. Upon the request of either Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of

this Agreement to carry out the intent and to fulfill the provisions of the Agreement or to evidence or consummate the transactions contemplated herein.

12. **Successors and Assigns.** Subject to Article II Section 2 above, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement inure to, all successors-in-interest and assigns of the Parties.

13. **Time of the Essence.** Time is of the essence of this Agreement and of each and every term and condition hereof.

14. **Applicable Laws.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. All statutory references are to California statutes.

15. **No Waiver of Existing Rights or Applicable Laws.** This Agreement shall not constitute a waiver of any of Owner's existing rights or applicable laws, nor shall it limit or expand Owner's right to challenge any General Fee as being contrary to applicable law or to challenge any existing or Future Exaction as being in excess of Exactions permitted by applicable law.

16. **Authorization.** Each person executing this Agreement hereby warrants and represents that he/she has the authority to enter into this Agreement and to bind his/her respective entity to the provisions hereof. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.

17. **No Third Party Beneficiaries.** This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party.

**SIGNATURE PAGE FOLLOWS**



Exhibit A**LEGAL DESCRIPTION**

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

**PARCEL A:**

**LOTS 7 THROUGH 11, INCLUSIVE, IN BLOCK "Q" ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, TOGETHER WITH THAT PORTION OF IVY STREET, FORMERLY CURVE STREET, ADJOINING SAID LOTS ON THE EAST WHICH LIES WESTERLY OF A LINE WHICH IS PARALLEL WITH AND 25.00 FEET WESTERLY FROM THE ORIGINAL CENTER LINE OF SAID IVY STREET, FORMERLY CURVE STREET, AS VACATED AND CLOSED TO PUBLIC USE BY ORDINANCE NO. 193 OF THE BOARD OF TRUSTEES OF THE CITY OF ESCONDIDO, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK 751, PAGE 337 OF DEEDS. EXCEPTING THEREFROM, THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE ALONG THE NORTHWESTERLY LINE THEREOF NORTH 59°16'20" EAST, 4.00 FEET; THENCE SOUTH 20°52'44" EAST, 23.38 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 7; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 30°43'40" WEST, 23.04 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THEREFROM, THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE ALONG THE NORTHEASTERLY PROJECTION OF THE NORTHWESTERLY LINE OF SAID LOT 7, NORTH 59°16'20" EAST, 18.54 FEET TO A POINT ON A LINE WHICH IS PARALLEL TO AND 25.00 FEET WESTERLY OF THE CENTERLINE OF SAID IVY STREET, BEING A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 704.29 FEET; THENCE ALONG SAID PARALLEL LINE FROM A TANGENT BEARING SOUTH 5°41'08" WEST, THROUGH A CENTRAL ANGLE OF 3°04'25" AN ARC DISTANCE OF 37.78 FEET TO A CUSP WITH A 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE ALONG SAID CURVE FROM A TANGENT BEARING NORTH 2°36'43" EAST, THROUGH A CENTRAL ANGLE OF 123°20'23" AN ARC DISTANCE OF 43.05 FEET TO A POINT OF TANGENCY WITH SAID NORTHWESTERLY LINE OF LOT 7; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 59°16'20" EAST, 19.77 FEET TO THE POINT OF BEGINNING.**

**PARCEL B:**

**LOT 12 IN BLOCK "Q" OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886. ALSO, THE WEST 15 FEET OF IVY STREET, FORMERLY**

**CURVE STREET, ADJOINING SAID LOT12 ON THE EAST, AS VACATED AND CLOSED TO PUBLIC USE BY ORDINANCE NO. 193 OF THE BOARD OF TRUSTEES OF THE CITY OF ESCONDIDO, A CERTIFIED COPY OF WHICH WAS FILED IN THE COUNTY RECORDER'S OFFICE IN BOOK 751, PAGE 337 OF DEEDS.**

**APN: 229-471-09-00 and 229-471-12-00 and 229-471-13-00 and 229-471-10-00 and 229-471-11-00 and 229-471-08-00**

**EXHIBIT B**

**I. PUBLIC BENEFITS AND PUBLIC IMPROVEMENTS**

- A. **KIT CARSON BALLPARK FENCES.** Owner shall pay the City \$300,000 for the City's use towards Kit Carson Ballpark improvements. Said payment shall be made within ninety (90) days of the first issuance of a building permit.
- B. **CONTRIBUTIONS TO TRANSFER PROGRAM.** Owner has contributed a total of \$38,130 for the City's analysis and establishment of a Density Transfer Program for the City's Downtown Specific Plan area, including payments for City staff time and for the preparation of the Density Transfer Program CEQA environmental document.

**II. DENSITY TRANSFER FROM CITY DENSITY TRANSFER PROGRAM**

- A. **DENSITY TRANSFER.** The City will transfer 24 units of density from the City Density Credit Pool, established by the City's Density Transfer Program.
- B. **CALCULATION OF DENSITY BONUS.** Any density bonus shall be calculated based on the 76 units as provided in the Downtown Specific Plan and will not include any transferred density in the calculation.

**III. TEMPORARY USE OF CITY RIGHT OF WAY**

- A. Owner shall be granted temporary exclusive use of a portion of the parking lane on 2<sup>nd</sup> Avenue and South Ivy Street during construction, subject to City approval and any terms and conditions of an encroachment permit. Owner's use of these areas is required for the construction of the Project, the completion of City required Public Improvements to 2<sup>nd</sup> Avenue, and Public Improvements to South Ivy Street, as depicted in the Project Entitlements.



**Exhibit C**

EXHIBIT "F"

# | Class 32 CEQA Exemption

## The Ivy Project

May 2019

Prepared for:



City of Escondido  
Planning Division  
201 N. Broadway  
Escondido California 92025  
Contact: Peggy Chapin  
(760) 717-1300

Prepared by:



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## Section 1 Project Description

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### 1.1 Project Summary

1. **Project Title:** The Ivy
2. **Lead Agency Name and Address:**  
City of Escondido  
Planning Division  
201 North Broadway  
Escondido, California 92025
3. **Contact Person and Phone Number:**  
Peggy Chapin  
(760) 717-1300
4. **Project Location:**  
343 East 2nd Avenue, west side of Ivy Street  
Assessor's Parcel Numbers 229-471-08,-09,-10,-11,-12, and -13
5. **Project Sponsor's Name and Address:**  
Touchstone Communities  
9909 Mira Mesa Boulevard, Suite 150  
San Diego, California 92131
6. **Existing General Plan Designations:**  
S-P-9
7. **Existing Zoning:**  
SPA#9
8. **Requested Permits:** The applicant seeks approval of applications for a Planned Development (Master and Precise Development Plans) and Tentative Subdivision Map from the City of Escondido (City).

### 1.2 Existing Setting and Neighboring Land Uses

The 1.002-acre site of The Ivy (project) is a nearly rectangular-shaped site that is located on the west side of South Ivy Street, between East 2nd and East 3rd Avenues, in the City of Escondido, California (Figure 1, Regional Location, and Figure 2, Project Site). Topographically, the project site generally slopes downward toward the west. Elevations range from about 687 feet at the

southeast corner of the site to approximately 664 feet at the northwest corner. The site is currently vacant, disturbed, and has been cleared of all structures and vegetation.

The project site is located in the developed and urban area of downtown Escondido. According to the Downtown Specific Plan, the project site lies within the Historic Downtown District. Immediately surrounding land uses to the project site consist of multi-family residential and commercial uses to the south and east and commercial and residential uses to the north and west. Types of commercial uses surrounding the project site include restaurants, retail shops, office spaces, museums, and a library. Directly east of the project site are an office building and residential uses consisting of multi-family residential units. Single-family residences are located further to the east and south of the project site.

### **1.3 Description of Project**

The project proposes to construct a five-story mixed-use building that includes 127 residential units for rent including 11 units for Very Low Income Households, 1,175 square feet of commercial space, underground parking, an outdoor common area with pool, and other amenities on a 1.002-acre site between East 2nd Avenue and East 3rd Avenue, west of South Ivy Street and east of an alley (Figure 3, Proposed Site Plan). The project would construct a single five-story building totaling 187,808 square feet, containing a mix of residential and commercial uses with two levels of parking below. The parking levels would be stair-stepped with changing grade, with the lowest level below only the northern portion of the building. The proposed building would be 63 feet above average grade in height. The building would be constructed per the requirements of the California Building Code (CBC) that is in effect at the time building plans are submitted for permit approvals (including CALGreen requirements). Access to the proposed parking garage would be from a one-way southbound alley between East 2nd and East 3rd Avenues.

The Density Bonus Law (found in California Government Code, Sections 65915–65918) encourages the development of affordable and senior housing, by affording applicants/developers with up to a 35 percent increase in project densities, depending on the amount of affordable housing provided. The amount of the density bonus is based upon the percentage of affordable units provided at each income level. The project would reserve 11 percent of 76 base units for Very Low Income Households. Providing this amount of affordable housing units would qualify the project for a density bonus of 35 percent over the maximum allowable density. In addition, the Density Bonus Law allows for the waiver or reduction of development standards where these standards would physically preclude the construction of a project at the permitted density. There is no limit on the number of development standard waivers that may be requested or granted for a project.

The project requests a waiver to development standards identified in the Downtown Specific Plan, Chapter III, Section B. The project requests a waiver to building height requirement to

allow for a building height of 63 feet and five stories as opposed to a maximum height limit of 60 feet and four stories to accommodate the number of units proposed. The project also requests a reduction in the street side setback requirement along 2nd Avenue of 1.9 feet to accommodate a new bike lane. Finally, the project also proposes a modification to allow 171 square feet of open space per unit as opposed to 300 square feet per unit as required in the Downtown Specific Plan, Chapter III, Section B.

In addition, the project seeks the approval of a Planned Development (Master and Precise Development Plans). This permit implements the Planned Development (P-D) zone pursuant to Article 19 of the Zoning Code. Under the Planned Development permit, the project would request parking modifications to allow for 27 percent of parking spaces to be in a tandem configuration instead of 25 percent and allow the 24 required guest parking spaces to be along the proposed one-way South Ivy Street frontage instead of on site within the proposed parking garage.

## Project Components

**Proposed Residential Units.** The project would construct a five-story mixed use building that includes 127 residential units for rent, for a total of 98,193 square feet of residential space. The residential unit mix would include 8 studios, 59 one-bedroom units, and 60 two-bedroom units. The residential component would include 9 units reserved for Very Low Income Households. A 65-square-foot (average) private balcony space would be provided with each unit. All units would provide heat and air conditioning. The heating, ventilation, and air conditioning (HVAC) units would be located on the roof. The first floor would consist of a 1,045-square-foot leasing office with a lobby and mailroom for residents.

**Proposed Commercial Use.** The project proposes 1,175 square feet of commercial space on the first floor. The commercial space would front 2nd Avenue and could be used for restaurant, retail or office space.

**Proposed Architectural Design.** The proposed building materials would incorporate stucco sand finish with metal siding and precision block. The main body colors of the building materials would be white, tan, light and dark grey stucco, and light grey metal siding (Figure 4a, Project Perspective from South Ivy Street and East 2nd Avenue, and Figure 4b, Project Perspective from 2nd Avenue and the Alley).

Important architectural features include:

- A diversity and harmony of roof heights
- A variety of building materials including stucco, metal siding, and metal rails
- Alternating earth tones with maroon accents at pedestrian entry points
- Stucco expansion joints, decorative eyebrows, and stucco with foam trim around the windows



**Open Space Common Areas and Private Areas.** The project would provide four open space common areas totaling approximately 13,453 square feet. The largest area would be approximately 4,656 square feet that would include a community pool and spa; lounge and gas fire pits; artificial turf area; bar with gas fire pit feature; barbeque grills; and cabanas (Figure 5, Landscape Concept Plan). The community pool and spa would have set hours of 8:00 a.m. to 8:00 p.m. There would be approximately 3,646 square feet of common area at grade. A separate 1,746 square feet open courtyard area would provide a lounge area with a gas fire pit and water feature. The project would also include a 2,670-square-foot indoor community area consisting of a fitness center and restrooms, club room and media room on the first floor of the building.

A 735-square-foot rooftop deck would also be provided at the northwestern corner of the building and would be limited to passive seating areas with a 49 maximum occupant requirement. At night the rooftop deck would be illuminated with low-level lighting pointing towards the building.

In addition to the common open space areas, the project would include one private balcony for each residential unit (65 square feet/unit on average) for a total of 8,271 square feet of private open space. Combined common and private open space areas would total 21,724 square feet of open space or an average of 171 square feet per residential dwelling unit.

**Vehicular Access and Parking.** Vehicular access to the proposed parking garage would be from the 20 foot wide alley between East 2nd Avenue and East 3rd Avenue along the western site boundary. The project would change the alley from its existing two-way configuration to a one-way southbound configuration that would be accessed from East 2nd Avenue.

The project would provide a total of 184 on-site and off-site parking spaces. The proposed 62,473-square-foot parking garage would provide two stories of parking with one story below grade and would include 157 spaces for project residents. Of the 157 spaces in the parking garage, 26 would be tandem parking spaces. The parking garage would designate four accessible spaces and five electric vehicle (EV) charging spaces. The proposed parking garage would also provide a private bicycle storage area on the first parking level.

In addition, 27 off-site parking spaces would be constructed fronting the project site along South Ivy Street and East 3rd Avenue. Included in the 27 off-site parking spaces would be two accessible parallel spaces and one public EV charging space that would be provided along South Ivy Street.

**Adjacent Roadway and Project Frontage Improvements.** The project would include the following adjacent roadway improvements that would be implemented simultaneously with on-site construction activities to ensure adequate access to the project site and safety for vehicles and pedestrians. The project has been designed to accommodate the construction of a new Class II bicycle lane along its East 2nd Avenue frontage as a project design feature.

The project would make improvements to the existing 80-foot wide right-of-way (ROW) on East 2nd Avenue. The roadway currently provides three eastbound vehicle lanes. As part of the project, the two existing outside (north and south) vehicle through lanes on East 2nd Avenue would be reduced in width from 12 feet (existing) to 11 feet (proposed) and the existing sidewalk along the project frontage would be narrowed from 14 feet (existing) to 10 feet (proposed). The width reductions would allow for the striping of a new 6-foot wide bike lane between the southern outside vehicle lane and the existing parallel parking spaces adjacent to the sidewalk. The project would also remove and reconstruct the existing curb, gutter and sidewalk along the East 2nd Avenue project frontage. An enhanced bulb out would also be constructed at the intersection of East 2nd Avenue and South Ivy Street to reduce traffic speeds and increase pedestrian safety.

The project also proposes improvements to the existing 55-foot-wide ROW within South Ivy Street to convert the existing two-way street into a one-way southbound street with angled and parallel parking fronting the project site. The existing 11.5 foot southbound travel lane and adjacent 8 foot parallel parking lane would be converted to a new 17 foot angled parking lane. The existing 11.5 foot northbound travel lane and adjacent 8 foot parallel parking lane would be converted to a 22 foot southbound lane. A fire lane/short-term loading zone and two 8 foot wide accessible parallel parking stalls would be located directly in front of the building's main entrance on South Ivy Street. Fire hydrants would be located near each of the four corners of the building. Existing hardscape areas on South Ivy Street would be removed and replaced with planter islands where changes to parking angles are proposed. A proposed bulb out, along with a "Do Not Enter/Wrong Way" sign would be constructed at the intersection of East 3rd Avenue and South Ivy Street to deter traffic from heading northbound on South Ivy Street. Finally, the project would remove the existing non-contiguous sidewalk, curb and gutter along South Ivy Street and East 3rd Avenue and would replace it with a contiguous sidewalk, curb and gutter.

**Stormwater Features.** A 4- to 8-foot wide biofiltration basin would be constructed along the length of the western project frontage with the alley. Run-off from the roof would be collected via roof drains and discharged into the biofiltration basin. In addition, the project would construct a second biofiltration basin at the intersection of East 2nd Avenue and the alley to meet the pollutant control and flow control standards required by the City's Standard Urban Stormwater Mitigation Plan (SUSMP).

**Landscaping.** The on-site landscaping for the project would consist of trees, shrubs and ground covers with moderate to low water requirements (see Figure 5). The biofiltration basins described in the Stormwater Features section above would be planted with various sedges (flowering plants) and grasses. All plantings and irrigation equipment would conform to the City Article 62 Landscape Standards as well as the water budget requirements.

The project would also include off-site landscaping. Six trees would be installed within the proposed sidewalk planting area adjacent to East 2nd Avenue, and five trees would be installed within the proposed sidewalk planting area adjacent to East 3rd Avenue. Along South Ivy Street, 16 street trees would be planted within the linear planted sidewalk area as well as several planted parking islands adjacent to the street curb. Accent trees of the palm species would be installed at the project's two street intersections at East 2nd Avenue/South Ivy Street and East 3rd Avenue/South Ivy Street. The enhanced bulb-out proposed at the intersection of East 2nd Avenue and South Ivy Street would be landscaped with low-water-use shrubs and ground cover. The proposed tree species would conform to the City's Approved Street Tree List.

**Utilities.** The project's sewer and water laterals would connect to the City's public main pipelines. The project would add an 8-inch polyvinyl chloride (PVC) water main in East 3rd Avenue between South Ivy Street and the adjacent alley to support the fire flow demands of the project. Overhead utilities along the project's frontage on East 3rd Avenue and South Ivy Street would be undergrounded as part of the project.

**Retaining Walls, Fencing, and Guardrails.** Retaining walls would be built along the project's frontage with South Ivy Street and the alley. A proposed retaining wall along the southeasterly property boundary at South Ivy Street would serve as grade separation between the existing elevations of the public rights-of-way (ROW) and the proposed finish grade outside the building. The proposed retaining wall along South Ivy Street would be a maximum exposed height of 4.6 feet when viewed from the project and less than 1 foot when viewed from South Ivy Street. The proposed retaining wall along the adjacent alley would be constructed between the proposed biofiltration basin and the paved alley ROW with an exposed height of 0.5–4.2 feet. The retaining wall in the alley would be a masonry retaining wall with tan stucco finish.

**Recycling and Trash Enclosures.** One trash enclosure would be provided within the proposed parking garage and would be accessed from the adjacent alley on the western boundary of the project site. An 8 foot roll-up door for the trash bins would be provided along the garage wall at the alley. Floor drains and a water source hose bib would be included in the trash enclosure for maintenance. The concrete would be sloped and the drains would be tied to the sewer system to avoid pollutant runoff into Escondido Creek.

**Heating and Ventilation Systems.** Heating, ventilation, and air conditioning (HVAC) units would be installed on the project rooftop. The HVAC units for the project would be installed in five clusters with 24 to 41 units in each cluster for a total of 142 units. Clusters would be set back from the edge of the rooftop by 20 feet or more at all locations. HVAC equipment would be installed on

mechanical pads with visual screening and acoustical enclosures such that noise from HVAC operation does not exceed 50 dBA at the nearest off-site receptor<sup>1</sup> (Figure 6, The Ivy Roof Plan).

## Project Design Features

The following design features have been incorporated into the project that would reduce the potential for impacts associated with these issues.

### Noise

The following project design features (PDF) would be implemented by the project to comply with the City's Noise Ordinance:

**PDF-NOI-1.** Construction equipment shall be properly outfitted and maintained with manufacturer recommended noise-reduction devices.

**PDF-NOI-2.** Diesel equipment shall be operated with closed engine doors and equipped with factory recommended mufflers.

**PDF-NOI-3.** Mobile or fixed "package" equipment (e.g., arc welders and air compressors) shall be equipped with shrouds and noise-control features that shall be readily available for this type of equipment.

**PDF-NOI-4.** Electrically powered equipment shall be used instead of pneumatic or internal-combustion-powered equipment where feasible.

**PDF-NOI-5.** Unnecessary idling of internal combustion engines (e.g., in excess of 5 minutes) shall be prohibited.

**PDF-NOI-6.** Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practicable from noise-sensitive receptors.

**PDF-NOI-7.** The use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only.

**PDF-NOI-8.** No project-related public address or music system shall be audible at any adjacent noise-sensitive receptor.

**PDF-NOI-9.** A temporary sound barrier shall be installed along the length of the alley on the northwestern boundary of the project site between construction operations and adjacent receptors. Due to equipment exhaust pipes being approximately 7–8 feet above ground, a sound wall at least

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<sup>1</sup> Project-specific HVAC specifications are currently unknown. Based on noise levels estimated for a similar project, it is anticipated that enclosures providing at least a 4 dBA noise reduction would be required. Final design and barrier installation would be verified by a qualified acoustical engineer.

10 feet in height above grade would mitigate noise levels to within acceptable levels. To reduce noise levels effectively, the sound barrier shall be constructed of a material, most likely plywood, with a minimum weight of 2 pounds per square foot with no gaps or perforations, and remain in place until the conclusion of demolition, grading, and construction activities. The final design would be as recommended by the noise study completed by a qualified acoustical consultant and included on the building plans for review by City staff.

**PDF-NOI-10.** The applicant or contractor shall notify residences within 100 feet of the project's property line in writing within 1 week of any construction activity such as concrete sawing, asphalt removal, or heavy grading operations. The notification shall describe the activities anticipated, provide dates and hours, and include contact information with a description of a complaint and response procedure.

**PDF-NOI-11.** The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. A clear appeal process for the affected resident shall be established prior to construction commencement to allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

**PDF-NOI-12.** Prior to issuance of a building permit, as a condition of project approval, the applicant would prepare an additional exterior-to-interior noise report completed by a qualified acoustical consultant for the proposed on-site residences that would face East 2nd Avenue. The report would be submitted with the building plans. The information in this report would include wall heights and lengths, room volumes, and window and door tables typical for a building plan, as well as information on any other openings in the building shell. The report shall also assume a "windows-closed" condition and that vehicles on East 2nd Avenue are traveling at 30 miles per hour. With this specific building plan information, which is not currently available, the report would determine the predicted interior noise levels at the planned on-site buildings. If predicted noise levels are found to be in excess of 45 CNEL, the report would identify architectural materials or techniques that could be included in project design plans to reduce noise levels to 45 CNEL in habitable rooms. Standard measures such as glazing with Sound Transmission Class (STC) ratings from a STC 22 to STC 60, as well as walls with appropriate STC ratings (34 to 60), should be considered. The report would be submitted and approved by the City prior to the issuance of a building permit.

### **Cultural Resources**

The San Luis Rey Band of Mission Indians has requested monitoring during construction as a result of consultation under Assembly Bill (AB) 52. Therefore, to comply with AB 52, the following project design features would be made conditions of project approval:

**PDF-CR-1.** The City recommends the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated (TCA) with the project location (i.e., TCA Tribe) prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between the applicant/owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.

**PDF-CR-2.** Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe has been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the project archaeologist confirming that the selected Native American monitor is associated with a TCA Tribe. Prior to any pre-construction meeting, the City shall approve all persons involved in the monitoring program.

**PDF-CR-3.** The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program, in addition to reviewing the grading plan to assist in determining the necessity of the Luiseño Native American monitor and archaeological monitor's presence.

**PDF-CR-4.** During the initial grubbing, site grading, excavation (including post-demolition activities to assess the condition of the subsurface stratigraphy), or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site where deemed appropriate and necessary by the archaeologist and Luiseño Native American monitor. If imported fill materials, or fill used from other areas of the project site, are to be incorporated at the project site, then those fill materials shall be absent of any tribal cultural resources. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in PRC Section 21074.

**PDF-CR-5.** In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor shall have the authority to temporarily divert or temporarily halt ground disturbance operations in the area of discovery to allow for evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so that the monitored grading can proceed.

**PDF-CR-6.** If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe, and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for treatment and disposition of the tribal cultural resource shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor, and shall be submitted to the City for review and approval.

**PDF-CR-7.** The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated under CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. The qualified archaeologist, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.

**PDF-CR-8.** In accordance with CEQA, all tribal cultural resources shall be treated with culturally appropriate dignity. If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during the collection and cataloging of those resources. Moreover, if the qualified archaeologist does not collect the tribal cultural resources that are unearthed during the ground-disturbing activities, the Native American monitor may, at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the tribe's cultural and spiritual traditions. It is the preference of the City that all tribal cultural resources be repatriated to the TCA Tribe, as such preference would be the most culturally sensitive, appropriate and dignified. Therefore, any tribal cultural resources collected by the qualified archaeologist shall be provided to the TCA Tribe. Evidence that all cultural materials collected have been repatriated shall be in the form of a letter from the TCA Tribe to whom the tribal cultural resources have been repatriated identifying that the archaeological materials have been received.

Or,

Any tribal cultural resources collected by the qualified archaeologist shall be curated with its associated records at a San Diego curation facility or a culturally affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records, including title, shall be transferred to the San Diego curation facility or

culturally affiliated Tribal curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence that all cultural materials collected have been curated shall be in the form of a letter from the curation facility stating that the prehistoric archaeological materials have been received and that all fees have been paid.

**PDF-CR-9.** Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, that describes the results, analysis, and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner, to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.

## **Project Construction**

Construction of the project is anticipated to begin in 2019 and take approximately 20 months to complete. Site preparation to include grading and shoring would be accomplished first and would take approximately 2 months.

To accommodate the lowest pad, basement level of parking, project would require the excavation to a depth of 12 feet below existing demolition grade (673 feet MSL) to a disturbance depth of 661 feet MSL. The finish floor of basement parking would be 664 feet MSL. The project would involve 10,610 cubic yards (cy) of cut and 10 cy of fill for the underground parking structure, and 220 cy of cut and 520 cy of fill for grading up to the building perimeter. The total export from the project site would be 10,300 cy of materials, which would be disposed of at a permitted facility. Export would involve a total of 17 truck trips per day at 15 cy/trip.

Building construction would last approximately 17–18 months, which includes about 5 months of architectural coating. Equipment expected to be used on site includes construction trucks, material deliveries, concrete trucks, and waste-hauling trucks. Truck sizes would vary based on purpose, but on average, 32 truck trips per day are anticipated during the construction phase.

It is anticipated that construction traffic, especially heavy trucks and materials deliveries, would use the nearest arterial road, which would be the one-way couplet of West Valley Parkway and 2nd Avenue, to gain access to and from the project site. Construction staging would be accommodated on South Ivy Street along the project's easterly frontage within the area of the future off-site angled guest parking (Figure 7, The Ivy Construction Staging Plan). This staging area would be fenced off to protect the public right-of-way from construction activity and would provide adequate width for two-way or eventual proposed one-way circulation on the remainder of Ivy Street. The staging area boundaries would provide an adequate turning radius for emergency vehicles turning on and from South Ivy Street. South Ivy Street would remain open to



traffic during construction. Construction workers would be required to park off site, using on-street parking. In addition, as part of the conditions of project approval, the owner and/or contractor would be required to prepare and implement a construction traffic control plan to the satisfaction of the City Traffic Engineer to avoid construction-related impacts to nearby streets and intersections, especially during peak-hour times.

Also shown on Figure 7 is the location of the temporary sound barrier (PDF-NOI-9). The sound barrier shall be constructed of a material, most likely plywood, with a minimum weight of two pounds per square foot with no gaps or perforations and remain in place until the conclusion of demolition, grading, and construction activities.

## **Section 2 Categorical Exemption Criteria**

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Article 19 of the California Environmental Quality Act (CEQA Guidelines, Sections 15300–15333), includes a list of classes of projects that have been determined to not have a significant effect on the environment and as a result, are exempt from review under CEQA. The analysis contained in this document provides substantial evidence that The Ivy project qualifies for an exemption pursuant to CEQA Guidelines, Section 15332, as a Class 32 in-fill development project, and would not have a significant effect on the environment.

In summary, this document demonstrates that the project qualifies for an exemption under CEQA Guidelines, Section 15332, as an infill development project as it: (1) is consistent with the General Plan designation and policies and Zoning regulations; (2) is located within the City limits, surrounded by urban uses and is less than 5 acres in size; (3) has no value for endangered, rare or threatened species; (4) would not result in any significant effects related to traffic, noise, air quality or water quality; and (5) can be adequately served by all required utilities and public services.

Additionally, this document demonstrates that the project or its circumstances would not result in any exceptions identified in CEQA Guidelines, Section 15300.2, and that the project qualifies for a CEQA Exemption as a Class 32 Infill Development Project.

### **2.1 Class 32 (In-Fill Development)**

Among the classes of projects that are exempt from CEQA review are those projects that are specifically identified as urban in-fill development. CEQA Guidelines, Section 15332, defines in-fill development (Class 32 exemptions) as being applicable to projects meeting the following conditions:

- The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- The proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses.
- The project site has no value as habitat for endangered, rare or threatened species.
- Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- The site can be adequately served by all required utilities and public services.

The analysis presented in the following section provides substantial evidence that the project properly qualifies for an exemption under CEQA Guidelines, Section 15332, as a Class 32 in-fill development, and would not have a significant effect on the environment.

## 2.2 Exceptions

Even if a project is ordinarily exempt under any of the potential categorical exemptions, CEQA Guidelines, Section 15300.2, provides specific instances where exceptions to otherwise applicable exemptions apply. Exceptions to a categorical exemption apply in the following circumstances, effectively nullifying a CEQA categorical exemption:

- **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located. A project that is ordinarily insignificant in its impact on the environment may, in a particularly sensitive environment, be significant. Therefore, these classes are considered to apply all instances except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.
- **Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time, is significant.
- **Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity would have a significant effect on the environment due to unusual circumstances.
- **Scenic Highways.** A categorical exemption shall not be used for a project that may result in damage to scenic resources, including but not limited to trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements that are required as mitigation by an adopted negative declaration or certified EIR.
- **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site that is included on any list compiled pursuant to Section 65962.5 of the Government Code.
- **Historic Resources.** A categorical exemption shall not be used for a project that may cause a substantial adverse change in the significance of a historic resource.

The following analysis presents substantial evidence that there are no exceptions that apply to the project or its site, that the project would not have a significant effect on the environment, and that the Class 32 exemption is applicable.

## Section 3 CEQA Exemption Checklist

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### 3.1 Criterion Section 15332(a): General Plan and Zoning Consistency

Yes No

- The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

The current project site land use designation is SPA #9 and site zoning is SPA #9, which indicates the project site lies within the boundaries of the Escondido Downtown SPA and is subject to the policies and regulations of the Downtown Specific Plan. The General Plan and the Downtown Specific Plan contain guidelines and regulations to promote higher density urban residential growth in the Downtown SPA. The project site lies within the Downtown SPA's Historic Downtown District, which is "a successful specialty retail shopping and office employment area that is comfortable, attractive, and safe for pedestrians and employees. Grand Avenue, Escondido's Civic Center, and Grape Day Park are the focus and heart of Downtown. New development, higher densities, residential opportunities and pedestrian places and courtyards are encouraged to provide an optimal setting for urban living in close proximity to entertainment, retail and professional offices" (City of Escondido 2013a).

The project proposes to construct 127 stacked residential units on the 1.002-acre project site. The Downtown Specific Plan allows for residential land uses at the project site to be developed at a density of up to 75 dwelling units per acre (du/ac) or 76 units in total. In addition, the project would reserve 11 percent of the units (9 units of the 76) for Very Low Income Households. Providing 11 percent of Very Low Income units would qualify the project for a density bonus of 35 percent over the maximum allowable density (76 du/ac), pursuant to Density Bonus Law, Section 65915, of the California Government Code, for an increase of 27 units. An additional 24 units would be requested under the City's Density Transfer Program for a total of 127 total dwelling units. This program is an amendment to the Downtown SPA to help facilitate a density credit pool, which is an assembly of available, unused density units from undeveloped, developed, or developing properties that can be used to increase the density of a developing parcel without increasing the total number of dwelling units allowed in the Downtown Specific Plan area.

Overall, the project would conform to the development and design regulations outlined in the Downtown Specific Plan. The project would be consistent with the following relevant guidelines under the Downtown Specific Plan and Zoning Regulations that were adopted for the purpose of avoiding or mitigating an environmental effect, as noted in Tables 1 and 2.

**Table 1. Consistency with Applicable Downtown Specific Plan Guidelines**

Land Use Guidelines	Consistency Evaluation
<p><b>A1. Smart Growth Policies, Standards and Guidelines</b> <b>Guideline 2) a)</b> Proposed projects should preserve, respect and promote the existing character, scale, architecture and the patterns of the historically significant downtown.</p>	<p><b>Consistent.</b> The project would enhance the visual quality of the project site by introducing an aesthetically cohesive development with associated landscaping. The proposed building materials would incorporate stucco sand finish with metal siding and precision block. The main body colors of the building materials would be white, tan, light and dark grey stucco, and light grey metal siding. The contemporary design would blend with the urban character of the City and would not detract or provide overly ornate details, color pallets or design features. The architectural features of the building would be consistent with the architectural styles within the Downtown Historic District. Two photo simulations were created (Figure 8, View from East 2nd Avenue Looking Northeast, and Figure 9, View from South Ivy Street Looking Northwest). The photo simulations serve as an indicator of the extent of the visual character and quality changes that would occur on site from implementation of the project. Figure 8 depicts the existing and proposed views of the project site along 2nd Avenue looking southeast. Figure 9 depicts the existing and proposed views of the project site from Ivy Street looking northwest. As shown in the photo simulations, the project would be consistent with the character and architecture of the surrounding area.</p> <p>The proposed building would be 63 feet above average grade and would be five stories. The Downtown Specific Plan has a maximum height limit of 60 feet and four stories. In order for the project to provide affordable housing units pursuant to the Density Bonus Law (Section 65915(b)), the project is requesting a waiver to the building height and stories requirements. The existing development standards of 60 feet and four stories would physically preclude the construction of the project as designed. The project site is 1.002 acres; therefore, the project building height must be increased by 3 feet and number of stories must be increased by one story to fit all of the project components including the affordable housing units. Therefore, with the Density Bonus Law waiver for height and stories, the project would be consistent with this guideline.</p>
<p><b>A2. Complete Street Policies, Guidelines, and Standards</b> <b>Guideline a. 2) e)</b> Bicycling in the downtown areas should be promoted as a common mode of transportation and recreation to help reduce traffic congestion and improve public health.</p>	<p><b>Consistent.</b> The project would help promote the use of bicycles by providing project frontage along East 2nd Avenue that would accommodate the construction of a missing segment of a Class 2 bike lane, a key component of Escondido's Bicycle Master Plan. In addition, the proposed parking garage would also provide secure bicycle storage for residents, which would promote the use of bicycles as a common mode of transportation.</p>
<p><b>A2. Complete Street Policies, Guidelines, and Standards</b> <b>Guideline a. 2) g)</b> Noise and other impacts of truck traffic and deliveries in residential and mixed-use neighborhoods should be minimized by limiting when these can occur.</p>	<p><b>Consistent.</b> The project proposes residential uses and it is anticipated that operational noise sources would include trucks associated with trash and recycling removal. The project proposes central trash collection from the parking garage. Trash service would be provided by Escondido Disposal. The schedule for waste collection has not yet been established; however, trash collection is anticipated to be required four times per week for solid waste and one time per week for recyclables. The existing commercial and multi-family residential uses currently use dumpsters and have disposal</p>

**Table 1. Consistency with Applicable Downtown Specific Plan Guidelines**

Land Use Guidelines	Consistency Evaluation
	<p>requirements similar to what would be required for the project. Section 17-232 of the City's Noise Ordinance limits trash collection to the hours between 6:00 a.m. and 10:00 p.m. However, as a project feature, Trash collection at the project site would be limited to between 8:00 a.m. and 5:00 p.m., Monday through Friday. Given the short duration and relative infrequency of individual collection events, and scheduling collection during prime activity hours, the addition of one additional waste collection customer in the project site would have little impact on the operation of surrounding land uses and would not be noticeably different than existing conditions. Green waste would be disposed of by the contracted landscape company as part of project operation.</p> <p>In addition, construction of the project would utilize a variety of trucks. Construction of the project would result in a temporary noise increase in and around the project site from the use of construction equipment including trucks. To reduce impacts on nearby residences from temporary construction noise, implementation of project design features ensures that no impact would occur.</p>
<p><b>A2.Complete Street Policies, Guidelines, and Standards Guideline a. 2) h)</b> Development that supports the use of electric vehicles (i.e., battery charging stations, preferred parking areas, etc.) are encouraged.</p>	<p><b>Consistent.</b> The proposed parking garage would encourage electric vehicle (EV) use by designating five EV charging parking spaces. In addition, an additional EV charging space would be provided as part of the project's guest parking along South Ivy Street.</p>
<p><b>A2.Complete Street Policies, Guidelines, and Standards Guideline c. 2) a)</b> Projects should include narrow turning radiuses and corner "bulb-outs" where appropriate to slow vehicular traffic and enhance pedestrian safety.</p>	<p><b>Consistent.</b> The project proposes improvements to the existing 55-foot-wide ROW within South Ivy Street to convert the existing two-way street into a one-way southbound street with angled parking fronting the project site. A new bulb out along with a "Do Not Enter/Wrong Way" sign at the intersection of East 3rd Avenue and South Ivy Street would be constructed to deter traffic from heading northbound on South Ivy Street from East 3rd Avenue. An enhanced bulb out would be constructed at the intersection of East 2nd Avenue and South Ivy Street. These project features would slow vehicular traffic and enhance pedestrian safety.</p>
<p><b>A2.Complete Street Policies, Guidelines, and Standards Guideline d. 2) b)</b> The safety and efficiency of accessing the public street network from private properties should be considered by controlling driveway access locations, installing medians and access controls, maintaining minimum distances from intersections, consolidating driveway access, and encouraging interconnected parking lots.</p>	<p><b>Consistent.</b> Vehicular access to the proposed parking garage has been consolidated and limited to one entry/exit point accessible from the 20-foot wide alley between East 2nd Avenue and East 3rd Avenue along the western site boundary. The project would change the alley from its existing two-way configuration to a one-way southbound only direction that would be accessed from East 2nd Avenue. The reconfiguration of the alley would control access to the proposed building. All vehicles would enter the alley via East 2nd Avenue and all vehicles would leave the alley via East 3rd Avenue.</p>
<p><b>B. Development Standards Guideline B. 1. Parking.</b> On-site parking shall be provided according to Article 39 of the Escondido Zoning Code, in conjunction with the provisions stipulated in the Downtown Specific Plan.</p>	<p><b>Consistent.</b> The project proposes 127 multi-family residential units consisting of 8 studios, 59 one-bedroom units, and 60 two-bedroom units. Based on the requirement of Article 39 of the Escondido Zoning Code, the project is required to provide 202 resident parking spaces and 32 guest spaces for a total of 234 parking spaces. The project would provide a total of 184 on- and off-site parking spaces. The underground parking garage would</p>

**Table 1. Consistency with Applicable Downtown Specific Plan Guidelines**

Land Use Guidelines	Consistency Evaluation
	<p>provide 157 residential spaces. In addition, the project proposes 27 off-site guest spaces fronting the project site along South Ivy Street and East 3rd Avenue instead of providing the guest spaces on site.</p> <p>The project includes 9 affordable housing units. In addition, the project is located within 0.5 miles of a major transit stop. A major transit stop, as identified in the SANDAG 2050 Regional Transportation Plan, is defined as a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.</p> <p>The multi-modal Escondido Transit Center is 0.7 miles from the project site. There are three North County Transit District (NCTD) regional bus routes having stops within ¼ mile of the project and which all connect to the Escondido Transit Center. Specifically, Route 351/352 (Escondido Circulator) has 14 minute headways during peak hours. The nearest stop pairing is located at Grand Avenue/South Juniper Street which is located one block to the north of the project site. Therefore, this route is considered a major transit stop.</p> <p>Therefore, pursuant to Section 65915, subdivision (p)(2) of the California Government Code, the parking requirement for the project shall not exceed 0.5 spaces per bedroom (187 total bedrooms), or 94 on-site spaces total, inclusive of handicapped and guest parking. The project includes 157 on-site spaces, which exceeds the required 94 by 63 spaces. In addition, the project also provides 27 off-site (on-street) guest spaces, for a total of 184 parking spaces.</p>
<p><b>B1. Parking Guideline b) 1)</b> At least one parking space for each residential unit shall be covered, or enclosed, except for guest parking.</p>	<p><b>Consistent.</b> The project would meet this guideline because it would include a two-story underground parking garage that would provide 157 enclosed spaces to serve 127 residential units.</p>
<p><b>B1. Parking Guideline b) 3)</b> Tandem parking proposed for residential development shall be processed through the Planned Development application.</p>	<p><b>Consistent.</b> The project proposes to process a Planned Development Application to permit 26 tandem parking spaces in the proposed parking garage. Additionally, pursuant to Section 65915, subdivision (p)(4), of the California Government Code, a development may provide on-site parking through tandem parking.</p>
<p><b>B1. Parking Guideline b) 5)</b> A maximum 25 percent of residential units may be provided with tandem spaces.</p>	<p><b>Consistent.</b> The project would include 26 tandem parking spaces in the garage for residents. This represents 20 percent of the total residential units, which is below the maximum 25 percent allowed. Additionally, pursuant to Section 65915, subdivision (p)(4), of the California Government Code, a development may provide on-site parking through tandem parking.</p>
<p><b>Guideline B 4. Refuse Areas.</b> Trash and storage enclosures shall be of a size, type, and quantity approved by the City. All enclosures shall be attractive in design and integrated into the main building's architecture. They shall be shielded from view within a building or within an area enclosed by a solid wall not</p>	<p><b>Consistent.</b> The project proposes a central trash collection enclosure located within the underground parking garage. The enclosure would be accessed through an 8-foot roll-up door along the alley on the western boundary of the project site. The enclosures would not be visible from outside the building.</p>

**Table 1. Consistency with Applicable Downtown Specific Plan Guidelines**

Land Use Guidelines	Consistency Evaluation
<p>less than six feet in height and constructed with a roof structure that screens the enclosure from higher elevations. Said storage areas shall be located so that they are oriented away from public streets, and residential areas, secured from unauthorized entry, and easily accessible to collection vehicles as well as meet all National Pollution Discharge and Elimination System (NPDES) requirements.</p>	
<p><b>Guideline B. 5. Landscaping.</b> Landscaping shall conform to Article 62 of the Escondido Zoning Code. Deviations from the code may be approved on a case-by-case basis through the Planned Development process, providing justification is documented to support the request to the satisfaction of the City.</p>	<p><b>Consistent.</b> The on-site landscaping for the project would consist of trees, shrubs and ground covers with moderate to low water requirements As stated on the landscape concept plan, (Figure 5) all planting and irrigation would conform to the City Article 62 Landscape Standards as well as the water budget requirements.</p>
<p><b>B6. Usable Open Space Guideline 6 b).</b> A minimum of 300 square feet of usable open space shall be provided per residential unit. Required open space may be reduced up to 50% subject to Planned Development and Development Agreement approval in exchange for alternative open space benefitting the public.</p>	<p><b>Consistent.</b> The project would provide four open space common areas totaling approximately 13,453 square feet. The largest area would be a 4,656-square-foot space that would include a community pool and spa; lounge and gas fire pits; artificial turf area; bar with gas fire pit feature; barbeque grills; and cabanas (Figure 5). There would be 3,646 square feet of common area at grade. A separate 1,746-square-foot open courtyard area would provide a lounge area with a gas fire pit and water feature. The project would also include a 2,670-square-foot indoor community area consisting of a fitness center, club room and media room on the first floor of the building. A 735-square-foot rooftop deck would also be provided at the northwestern corner of the building. In addition to the common open space areas, the project would include private balconies for each residential unit (65 square feet/unit average) for a total of 8,271 square feet of private open space. The project would provide a total of 21,724 square feet of open space or an average of 171 square feet per residential dwelling unit.</p> <p>The project proposes less than the required 300 square feet per residential du. In order for the project to provide affordable housing units pursuant to the Density Bonus Law, the project is requesting a waiver to the usable open space standard of 300 square feet per residential du. The existing development standards would physically preclude the construction of the permitted density under the Density Bonus Law. The project site is 1.002 acres; therefore, the project's open space requirement would need to be decreased to provide all of the project components including the affordable housing units. The project site does not have the physical area to meet the required amount of open space. Therefore, with the waiver, the usable open space standard would not apply and the project would be consistent.</p>



**Table 2. Consistency with Applicable Zoning Regulations**

Zoning Guidelines	Consistency Evaluation
Article 18 Specific Plan	<b>Consistent.</b> See Table 1 for the project's consistency with applicable Downtown Specific Plan Guidelines.
Article 35. Outdoor Lighting	<b>Consistent.</b> Outdoor lighting would be utilized as needed for parking areas, sidewalks, roof top deck, and security within the project site. All outdoor lighting would be required to comply with Chapter 33, Article 35, Outdoor Lighting, of the Escondido Municipal Code, which provides regulations to minimize glare, light trespass, and artificial sky glow.
Article 40. Historical Resources.	<b>Consistent.</b> The project site is located in the highly developed and urban area of downtown Escondido. The project site is currently vacant, disturbed, and cleared of all structures and vegetation. A records search was conducted at the South Coastal Information Center (SCIC) at San Diego State University by Richard L. Carrico on March 22, 2018, for the project site. The records search did not identify any historic resources on the project site.
Article 47 Environmental Quality	<b>Consistent.</b> The project's Categorical Exemption is being prepared pursuant to CEQA Guidelines, Section 15332, as a Class 32 in-fill development project.
Article 55 Grading and Erosion Control	<b>Consistent.</b> Construction of the project would require grading and excavation of 10,830 cy of soil, which would loosen sediment and could result in erosion or siltation. However, construction of the project requires City approval of a grading and erosion control plan. The grading and erosion control plan and Stormwater Pollution Prevention Program are required for plan check and approval by the Land Development Engineer, as well as the Planning Division, prior to provision of permits for the project, and would include construction best management practices (BMP) to reduce erosion or siltation.
Article 62 Water Efficient Landscape Regulations	<b>Consistent.</b> The on-site landscaping for the project would consist of trees, shrubs, and ground covers with moderate to low water requirements (Figure 5). The biofiltration basins described under the Stormwater Features in Section 1.3 would be planted with various sedges (flowering plants) and grasses. Plants have been selected with consideration for varying soil conditions. An automatic irrigation system shall be installed to provide coverage for all planting areas. Low precipitation equipment shall provide sufficient water for plant growth with minimum water loss due to water run-off.

The design of the project meets the criteria of CEQA Guidelines, Section 15332(a), as being consistent with the General Plan and applicable zoning regulations for the project site.

**3.2 Criterion Section 15332(b): Project Location, Size, and Context**

Yes No

- The proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses

The approximately 1.002-acre project site is located in the highly developed and urban area of downtown Escondido. The project site is surrounded by parcels developed with urban land uses and/or paved public streets. CEQA, Section 21072, defines a qualified urban use as “any residential, commercial, public institutional, transit, or transportation passenger facility, or retail use, or any combination of those uses.” The project is on a site within City limits that is no more than 5 acres and substantially surrounded by urban uses.

**3.3 Criterion Section 15332(c): Endangered, Rare, or Threatened Species**

Yes No

- The project site has no value as habitat for endangered, rare or threatened species.

The project site is located in the highly developed and urban Downtown Specific Plan area of the City. The project site is currently vacant, disturbed, and has been cleared of all structures and vegetation. The project site does not contain habitat suitable for candidate, sensitive, or special status species. In addition, no riparian habitat, other sensitive natural community, or potential jurisdictional features were observed within the project site or within a 100-foot boundary from the project site. The project site has no value as a habitat or special-status species and, therefore, adheres to the criteria of CEQA Guidelines, Section 15332(c).

**3.4 Criterion Section 15332(d): Traffic**

Yes No

- Approval of the project would not result in any significant effects relating to traffic.

The project would not result in any significant traffic or transportation-related impacts, as discussed below. There is no exception to the Class 32 exemption related to traffic or transportation criteria. A Transportation Impact Analysis for the project was prepared by Linscott, Law and Greenspan, Engineers (LLG 2019) as provided in Appendix A and is summarized below.

**Existing Conditions**

The project site is located at 343 East 2nd Avenue, bound by East 2nd Avenue to the north, South Ivy Street on the east, alley to the west, and East 3rd Avenue to the south in the downtown area of Escondido. South Ivy Street is a north/south facility currently built as a two-lane roadway

with on-street parking. The project proposes to convert South Ivy Street between East 2nd Avenue and East 3rd Avenue from two-way to one-way southbound traffic flow. East 2nd Avenue is east/west facility currently built as a three-lane roadway with one-way eastbound travel and on-street parking provided on both sides of the roadway. East 3rd Avenue is an east/west facility currently built as a two-lane roadway with a mix of angle and parallel parking provided on-street. The project site is currently vacant.

The project study area includes the following eight existing intersections and four street segments. These locations were selected using the methodology published in the City's Traffic Impact Analysis Guideline (2013b).

Street Segments:

- South Juniper Street
  - East 2nd Avenue to East 3rd Avenue
- South Ivy Street
  - East 2nd Avenue to East 3rd Avenue
- 2nd Avenue
  - South Ivy Street to South Juniper Street
- 3rd Avenue
  - South Ivy Street to South Juniper Street

Intersections:

- South Juniper Street/Valley Parkway
- South Juniper Street/Grand Avenue
- South Juniper Street/East 2nd Avenue
- South Juniper Street/East 3rd Avenue
- South Ivy Street/East 3rd Avenue
- South Ivy Street/East 2nd Avenue
- Valley Boulevard/Grand Avenue
- Valley Parkway/Hickory Street

## **Project-Generated Traffic**

### **Operational**

The project traffic generation calculations were conducted using the trip generation rates published in SANDAG's "Not so Brief Guide of Vehicular Traffic Generation Rates for San Diego Region" (April 2002). Based on the type and density of homes proposed by the project, SANDAG specifies a residential trip rate of 6 ADT/ dwelling unit (DU). This SANDAG

“Apartment” rate applies to any multi-family housing in excess of 20 DU/acre, which corresponds to the project’s proposed 127 DU on the 1.002-acre site. The “Specialty Retail” rate was used for the project’s proposed 1,175 square feet of ground floor retail. Although SANDAG allows for an up to 10 percent trip reduction for mixed-use developments where residential and commercial retail are combined, this reduction was conservatively not applied, given the small amount of retail.

Table 3 shows a summary of the traffic generated by the project. The project would generate 809 daily trips with 62 total AM peak hour trips (13 inbound/ 49 outbound) and 73 total PM peak hour trips (50 inbound/23 outbound).

**Table 3. Project Trip Generation**

Land Use	Size	Daily Trip Ends (ADT)		AM Peak Hour					PM Peak Hour						
		Rate <sup>1</sup>	Volume	% of ADT	In:Out		Volume			% of ADT	In:Out		Volume		
					Split	In	Out	Total	Split		In	Out	Total		
Apartment	127 DU	6/DU <sup>2</sup>	762	8	20:80	12	49	61	9	70:30	48	21	69		
Specialty Retail	1,175 KSF	40/KSF <sup>3</sup>	47	3	60:40	1	0	1	9	50:50	2	2	4		
Total Project	—	—	809	—	—	13	49	62	—	—	50	23	73		

Source: LLG 2019.

**Notes:**

<sup>1</sup> Rate is based on SANDAG’s (Not So) Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region, April 2002.

<sup>2</sup> DU = Dwelling Unit

<sup>3</sup> KSF = 1,000 Square Feet

### Street Level of Service

In addition to the proposed residential building, the project proposes to convert South Ivy Street between East 2nd Avenue and East 3rd Avenue from two-way to one-way, southbound-only traffic. Therefore, the “Plus Project” scenarios include the rerouting of baseline traffic to account for this conversion, in addition to new trips generated by the project. The “Without Project” scenario assumes South Ivy Street would remain a two-way roadway. The majority of project traffic is anticipated to access the project site via the existing mid-block alley. This alley would also be designated for one-way southbound travel, meaning traffic would enter from East 2nd Avenue and exit to East 3rd Avenue. The portion of the project traffic utilizing the guest parking on South Ivy Street on the eastern edge of the site would also arrive via East 2nd Avenue and depart toward East 3rd Avenue. With the addition of project traffic, all the street segments are calculated to continue to operate at acceptable LOS C or better as shown in Table 4. Therefore, under the Existing Plus Project condition, project-related street segment impacts would be less than significant.

**Table 4. Existing Plus Project Street Segment LOS Summary**

Street Segment	Capacity <sup>1</sup>	Existing			Existing Plus Project				Impact?
		ADT <sup>2</sup>	LOS <sup>3</sup>	V/C <sup>4</sup>	ADT	LOS	V/C	$\Delta^5$	
<b>Juniper Street</b> 2nd Avenue to 3rd Avenue	15,000	7,570	B	0.505	8,195	C	0.546	0.041	No
<b>Ivy Street</b> 2nd Avenue to 3rd Avenue	10,000	300	A	0.030	161	A	0.016	(0.014)	No
<b>2nd Avenue</b> Juniper Street to Ivy Street	25,000	13,520	C	0.541	14,242	C	0.570	0.029	No
<b>3rd Avenue</b> Juniper Street to Ivy Street	10,000	290	A	0.029	655	A	0.066	0.037	No

Source: LLG 2019.

**Notes:**

- <sup>1</sup> Capacities based on the City's Roadway Classification
- <sup>2</sup> Average Daily Traffic
- <sup>3</sup> Level of Service
- <sup>4</sup> Volume to Capacity ratio
- <sup>5</sup> Project Attributable increase in V/C. Decreases related to rerouting of traffic due to conversion of Ivy Street to one-way southbound.

**Intersection Level of Service**

As shown in Table 5 with the addition of project traffic, all study area intersections are calculated to continue to operate at acceptable LOS C or better. Therefore, under the Existing Plus Project condition, project-related intersection impacts would be less than significant.

**Table 5. Existing Plus Project Intersection LOS Summary**

Intersection	Control Type	Peak Hour	Existing		Existing Plus Project			Impact?
			Delay <sup>1</sup>	LOS <sup>2</sup>	Delay	LOS	$\Delta$ <sup>3</sup>	
Juniper St/Valley Pkwy	Signal	AM	10.5	B	11.0	B	0.5	No
		PM	7.8	A	8.0	A	0.2	
Juniper St/Grand Ave	Signal	AM	6.8	A	6.9	A	0.1	No
		PM	7.2	A	7.3	A	0.1	
Juniper St/2nd Ave	Signal	AM	7.1	A	7.5	A	0.4	No
		PM	9.9	A	11.2	B	1.3	
Juniper St/3rd Ave	MSSC <sup>4</sup>	AM	12.6	B	13.2	B	0.6	No
		PM	14.6	B	16.1	C	1.5	
Ivy St/3rd Ave	MSSC <sup>4</sup>	AM	9.1	A	9.3	A	0.2	No
		PM	9.0	A	9.2	A	0.2	
Ivy St/2nd Ave	MSSC <sup>4</sup> /Unsig <sup>5</sup>	AM	11.4	B	—	—	—	No
		PM	18.8	C	—	—	—	
Valley Blvd/Grand Ave	Signal	AM	11.5	B	11.5	B	0.0	No
		PM	13.4	B	13.4	B	0.0	
Valley Pkwy/Hickory St	Signal	AM	9.5	A	9.5	A	0.0	No
		PM	10.6	B	10.6	B	0.0	

Source: LLG 2019.

**Notes:**

- <sup>1</sup> Average delay expressed in seconds per vehicle.
- <sup>2</sup> Level of Service.
- <sup>3</sup>  $\Delta$  denotes an increase in delay due to project.
- <sup>4</sup> MSSC: Minor street Stop Controlled intersection. Minor street left turn delay is reported.
- <sup>5</sup> With conversion of Ivy Street to one-way southbound, there are no controlled movements at this intersection.

**Construction**

Construction activities would include demolition, excavation, grading, concrete pours, and building of the structures. The project's construction trip generation was based on the building construction, which is estimated to last 18 months and would require 32 truck trips per day. The building construction phase would generate higher overall truck trips for the longest portion of the overall construction period. Table 6 shows a summary of the traffic generated by the project for the duration of construction. The project construction would generate 172 daily trips with 47 total AM peak-hour trips (40 inbound and 7 outbound) and 47 total PM peak-hour trips (7 inbound and 40 outbound).

**Table 6. Project Trip Generation during Construction**

Construction Trips	Vehicles	Daily Trip Rate	PCE <sup>1</sup>	ADT <sup>2</sup>	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Trucks <sup>3</sup>	32	2	1.5	96	6	6	12	6	6	12
Employees <sup>4</sup>	30	2	1.0	60	30	0	30	0	30	30
<i>Subtotal</i>	62	—	—	156	36	6	42	6	36	42
10% Misc. Trips (non-trucks)	6	—	—	16	4	1	5	1	4	5
<b>Total Construction Traffic</b>	<b>68</b>	<b>—</b>	<b>—</b>	<b>172</b>	<b>40</b>	<b>7</b>	<b>47</b>	<b>7</b>	<b>40</b>	<b>47</b>

**Notes:**

- <sup>1</sup> Passenger Car Equivalents. Based on the Highway Capacity Manual's Exhibit 11-10, a Passenger Car Equivalent (PCE) factor of 1.5 for level terrain was applied.
- <sup>2</sup> Average Daily Trips.
- <sup>3</sup> Given that heavy vehicle traffic will occur throughout a 0-hour workday, 4 trucks were conservatively assumed to access the site during both the AM and PM peak hours (6 with PCE factor of 1.5/vehicle).
- <sup>4</sup> 100% of the on-site employees conservatively assumed to drive alone in passenger vehicles to the site and to arrive during the AM peak hour and depart during the PM peak hour.

Traffic generated by construction would be less than the project's trip generation on both an ADT and peak-hour basis. It is anticipated that construction traffic, and especially heavy trucks and materials deliveries, would use the nearest arterial road, the one-way couplet of West Valley Parkway and 2nd Avenue, to gain access to and from the project site. As shown in Table 5, the local intersections serving these arterials are calculated to operate at excellent LOS A and B during peak hours under near-term (Existing + Cumulative) conditions. Traffic along these arterials is predominantly westbound during the AM peak hour and eastbound during the PM peak. Construction traffic would be counter-flow to these conditions, with the majority of trips inbound to the site in the morning and outbound from the site in the evening, which would further serve to limit the effect these trips have on the street system. Therefore, construction-related traffic impacts would be less than significant.

## Congestion Management Program Evaluation

The project's average daily trips would have less than significant impacts to the surrounding circulation network and would not require alterations to roadways or intersections such that the project would conflict with SANDAG's Congestion Management Program. No impact would occur.

## Pedestrian, Bicycle, and Vehicle Safety

Contiguous sidewalks would be constructed along South Ivy Street and East 3rd Avenue along with a new sidewalk along East 2nd Avenue. The proposed parking garage would provide a private secure bicycle parking facility for residents on the main level. In addition, public bicycle parking would be provided at two locations along South Ivy Street and East 3rd Avenue. The existing and proposed bus, pedestrian, and bicycle facilities would provide safe non-vehicular

access and circulation to public transit, as well as to the retail commercial uses that are located to the north and east of the project site in the Downtown SPA.

Vehicular access to the proposed parking garage would be from the 20-foot wide alley between East 2nd Avenue and East 3rd Avenue along the western site boundary. The project would change the alley from its existing two-way configuration to a one-way southbound-only direction that would be accessed from East 2nd Avenue. Residents exiting the proposed garage would only be able to turn left towards East 3rd Avenue. Adequate site distance would be provided to drivers exiting the parking structure. East 3rd Avenue is a one-way road westbound, therefore drivers would only be able to turn right onto East 3rd Avenue when exiting the project site via the alley. Adequate sight distance would be provided at the alley's intersection with East 3rd Avenue for drivers making the right turn onto East 3rd Avenue.

### **Transit Service**

NCTD BREEZE Bus Line provides stops within 0.25 miles of the project site that service Route 351/352 (Escondido Circulator), Route 355/357 (El Norte Parkway and Valley Parkway) and Route 388 (Escondido to Pala). In addition, the multi-modal Escondido Transit Center is located 0.7 miles from the project site.

### **Changes in Air Traffic Patterns**

The nearest airports are McClellan-Palomar Airport, located 12.9 miles to the west, and Ramona Airport, located 19.5 miles to the southeast. Project traffic would not cause an increase in air traffic levels, or create a physical impediment that would necessitate an alteration of flight patterns. The project would not result in any changes in air traffic patterns and no mitigation is required.

### **3.5 Criterion Section 15332(d): Noise**

Yes No

Approval of the project would not result in any significant effects relating to noise.

The project would not result in any significant effects relating to noise, as discussed below. There is no exception to the Class 32 exemption related to traffic or transportation criteria. A Noise Technical Memorandum for the project was prepared by Harris and Associates (Harris 2019a) as provided in Appendix B and is summarized below.

### **General Information on Noise**

The California Department of Transportation defines noise as sound that is loud, unpleasant, unexpected, or undesired. Sound pressure levels are quantified using a logarithmic ratio of actual sound pressures to a reference pressure squared, called "bels." A bel is typically divided into tenths, or decibels (dB). Sound pressure alone is not a reliable indicator of loudness because



frequency (or pitch) also affects how receptors respond to the sound. To account for the pitch of sounds and the corresponding sensitivity of human hearing to them, the raw sound pressure level is adjusted with a frequency-dependent A-weighting scale that is stated in units of decibels (dBA) (Caltrans 2013).

A receptor's response to a given noise may vary depending on the sound level, duration of exposure, character of the noise sources, the time of day during which the noise is experienced, and the activity affected by the noise. Activities most affected by noise include rest, relaxation, recreation, study, and communications. In consideration of these factors, different measures of noise exposure have been developed to quantify the extent of the effects from a variety of noise levels. The community noise equivalent level (CNEL) is the average equivalent A-weighted sound level over a 24-hour period. This measurement applies weights to noise levels during evening and nighttime hours to compensate for the increased disturbance response of people at those times. CNEL is the equivalent sound level for a 24-hour period with a +5 dBA weighting applied to sound occurring between 7:00 p.m. and 10:00 p.m. and a +10 dBA weighting applied to sound occurring between 10:00 p.m. and 7:00 a.m. (City of Escondido 2012a).

The dB level of a sound decreases (or attenuates) as the distance from the source of that sound increases. For a single point source, such as a piece of mechanical equipment, the sound level typically decreases by approximately 6 dBA for each doubling of distance from the source. Sound that originates from a linear, or "line" source, such as vehicular traffic, attenuates by approximately 3 dBA per doubling of distance. Other contributing factors that affect sound reception include ground absorption, natural topography that provides a natural barrier, meteorological conditions, and the presence of human-made obstacles such as buildings and sound barriers (Caltrans 2013).

## **General Information on Vibration**

The Federal Transit Administration (FTA) describes groundborne vibration as vibration that can cause buildings to shake and rumbling sounds to be heard. In contrast to airborne noise, groundborne vibration is not a common environmental problem. It is unusual for vibration from sources such as buses and trucks to be perceptible, even in locations close to major roads. Common sources of groundborne vibration are trains; buses on rough roads; and construction activities such as blasting, pile driving, and operation of heavy earth-moving equipment. The effects of groundborne vibration include feel-able movement of the building floors, rattling of windows, shaking of items on shelves or hanging on walls, and rumbling sounds. In extreme cases, the vibration can cause damage to buildings. Building damage is typically only a factor in the case of blasting and pile driving during construction. Groundborne vibration related to potential building damage effects is generally related to the peak particle velocity (PPV) in inches per second (FTA 2018).

## **Ambient Noise Levels**

Noise-sensitive land uses include noise receptors (receivers) where an excessive amount of noise would interfere with normal activities. The City's General Plan Community Protection Element lists residential development, care facilities, schools, churches, transient lodging, hospitals, healthcare facilities, libraries, museums, cultural facilities, golf courses, and passive recreational sites as sensitive receptors. Community noise sources defined as common indoor and outdoor noise sources are also identified in the Community Protection Element. Commercial, general office, and industrial land uses are not considered noise-sensitive land uses. Specific community noise sources of note include the City's roadway network (including Interstate 15 and State Highway 78), the NCTD Sprinter commuter rail service, two firing ranges, and flight operations to and from McClellan-Palomar Airport and helicopter travels to and from Palomar-Pomerado Hospital (City of Escondido 2012a).

Vehicle noise is the main source of ambient noise in the vicinity of the project site. No project-specific noise measurements were conducted for the project because noise contours for vehicular traffic in the Downtown Specific Plan area were calculated under existing and horizon year conditions for the Escondido General Plan Update, Downtown Specific Plan Update, and Climate Action Plan Final Environmental Impact Report (EIR) (City of Escondido 2012b). These noise contours are considered adequate and conservative to represent noise conditions on the project site because the Future 2030 Noise Contour scenario assumes buildout conditions on the project site. Therefore, these contours assume a higher traffic volume than existing conditions and demonstrate higher associated traffic noise. According to the EIR, the northern portion of the project site is within the existing 60 dBA CNEL noise contour for East 2nd Avenue (Figure 4.12-1 in City of Escondido 2012b). Under the Future 2030 Noise Contour scenario, the northern portion of the project site is within the 70, 65, and 60 dBA CNEL contours for East 2nd Avenue, and the western portion of the site is within the 60 dBA CNEL contour for South Juniper Street.

The anticipated primary project operational noise sources include vehicular traffic; heating, ventilation, and air conditioning (HVAC) systems; trash and recycling removal; and nuisance noise.

## **Thresholds of Significance**

The project would result in a significant impact if it violates the Escondido Municipal Code (City of Escondido 2018), which restricts the times of day when construction may occur (7:00 a.m. to 6:00 p.m., Monday through Friday; 9:00 a.m. to 5:00 p.m. on Saturday; and not at all on Sunday or public holidays). The City also has a maximum 1-hour average construction noise limit of 75 dB at noise-sensitive land uses unless a variance has been obtained from the City Manager in advance per Section 17-234(d) of the City's Noise Ordinance.

Based on the City General Plan Community Protection Element standards (City of Escondido 2012a), a significant impact would occur if project construction activities would expose vibration-sensitive uses to vibration levels that exceed 65 vibration decibels (VdB), residences and buildings where people normally sleep to 80 VdB, or institutional land uses with primarily daytime uses to 83 VdB. The FTA damage thresholds indicate that, for buildings not extremely sensitive to vibration, a damage threshold of between 0.2 inches per second to 0.5 inches per second would apply depending on the type of building.

As stated in the City's General Plan Community Protection Element (City of Escondido 2012a), the noise level goal for multifamily residential uses is 65 dBA CNEL at the exterior use areas. In addition, General Plan Noise Policy 5.4 establishes an interior noise standard of 45 dBA CNEL. A significant impact would occur if operation of the project would cause noise levels in excess of the established standards.

A significant direct impact would occur from project-generated traffic if buildings where people normally sleep and institutional land uses with primarily daytime and evening uses are exposed to noise level increases in excess of the incremental noise standards on Figure VI-14 of the General Plan Community Protection Element (City of Escondido 2012a) (Table 7).

**Table 7. Exterior Incremental Noise Impact Standards for Noise-Sensitive Uses (dBA)**

Residences and Buildings Where People Normally Sleep <sup>1</sup>		Institutional Land Uses with Primarily Daytime and Evening Uses <sup>2</sup>	
Existing L <sub>dn</sub>	Allowable Noise Increment	Existing Peak Hour L <sub>eq</sub>	Allowable Noise Increment
45	8	45	12
50	5	50	9
55	3	55	6
60	2	60	5
65	1	65	3
70	1	70	3
75	0	75	1
80	0	80	0

Source: City of Escondido 2012a.

Notes: dBA = A-weighted decibel; L<sub>dn</sub> = day-night average sound level; L<sub>eq</sub> = equivalent continuous sound level  
Noise levels are measured at the property line of the noise sensitive land use.

<sup>1</sup> This category includes homes, hospitals, and hotels where a nighttime sensitivity to noise is assumed to be of utmost importance.

<sup>2</sup> This category includes schools, libraries, theaters, and churches where it is important to avoid interference with activities such as speech, meditation, and concentration on reading material.

## Project Construction Noise

Construction would result in a temporary noise increase on and around the project site.

Construction of the project would take place within the hours specified in Section 17-234 of the Escondido Municipal Code. No special construction techniques (i.e., pile driving or blasting) are

anticipated to be necessary for construction of the project. Noise levels from the anticipated construction activities were modeled using the Federal Highway Administration Roadway Construction Noise Model to estimate the worst-case project construction noise level at a distance of 50 feet from the project site. Equipment used during site preparation and grading would include graders; rubber-tired dozers; and tractors, loaders, or backhoes. In addition, dump trucks would be used for hauling excavated soil off site. Up to approximately 32 trucks would be required per day for hauling. During building construction, equipment would include welders, a generator set, a forklift, a crane, an air compressor, and a tractor, loader, or backhoe. In addition, construction would involve the use of light-duty and heavy-duty trucks for worker and material delivery trips.

According to the noise modeling results, the worst-case construction noise would be 83.6 dBA sound level equivalent ( $L_{eq}$ ) at a distance of 60 feet, assuming construction equipment is operational at the same time (grader, dozer, tractor, dump truck, and two trucks). The nearest residential receptors are located approximately 60 feet east of the project site, on the eastern side of South Ivy Street. Therefore, construction noise levels at the nearest noise-sensitive land use could exceed the City's maximum 1-hour construction noise limit of 75 dB. However, the contractor would be required to comply with the Noise Ordinance for noise levels from project-related grading and construction activities set forth in the Escondido Municipal Code, Sections 17-234 (Construction Equipment) and 17-238 (Grading), of 75 dBA (1-hour average) when measured at or within the property lines of any property that is developed and used for residential purposes. A construction noise management plan that describes the strategies for managing and monitoring noise to ensure compliance with the noise limit would be prepared by the applicant and submitted to the City's Planning Division with the building plans for review and approval prior to issuance of the grading permit. The following project design features (PDF) would be included and implemented as necessary to comply with the City's Noise Ordinance:

**PDF-NOI-1.** Construction equipment shall be properly outfitted and maintained with manufacturer recommended noise-reduction devices.

**PDF-NOI-2.** Diesel equipment shall be operated with closed engine doors and equipped with factory recommended mufflers.

**PDF-NOI-3.** Mobile or fixed "package" equipment (e.g., arc welders and air compressors) shall be equipped with shrouds and noise-control features that shall be readily available for this type of equipment.

**PDF-NOI-4.** Electrically powered equipment shall be used instead of pneumatic or internal-combustion-powered equipment where feasible.

**PDF-NOI-5.** Unnecessary idling of internal combustion engines (e.g., in excess of 5 minutes) shall be prohibited.

**PDF-NOI-6.** Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practicable from noise-sensitive receptors.

**PDF-NOI-7.** The use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only.

**PDF-NOI-8.** No project-related public address or music system shall be audible at any adjacent noise-sensitive receptor.

**PDF-NOI-9.** A temporary sound barrier shall be installed along the length of the alley on the northwestern boundary of the project site between construction operations and adjacent receptors. Due to equipment exhaust pipes being approximately 7–8 feet above ground, a sound wall at least 10 feet in height above grade would mitigate noise levels to within acceptable levels. To reduce noise levels effectively, the sound barrier shall be constructed of a material, most likely plywood, with a minimum weight of 2 pounds per square foot with no gaps or perforations, and remain in place until the conclusion of demolition, grading, and construction activities. The final design would be as recommended by the noise study completed by a qualified acoustical consultant and included on the building plans for review by City staff.

**PDF-NOI-10.** The applicant or contractor shall notify residences within 100 feet of the project's property line in writing within 1 week of any construction activity such as concrete sawing, asphalt removal, or heavy grading operations. The notification shall describe the activities anticipated, provide dates and hours, and include contact information with a description of a complaint and response procedure.

**PDF-NOI-11.** The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. A clear appeal process for the affected resident shall be established prior to construction commencement to allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

## **Groundborne Vibration**

Construction and operation of the project could result in groundborne vibration.

**Construction Vibration.** The FTA Transit Noise and Vibration Impact Assessment Manual (FTA 2018) describes equipment typically used in transportation construction projects; however, the information can be used to understand possible vibration impacts from other types of construction projects as well. The FTA damage thresholds indicate that, for buildings not extremely sensitive to vibration, a damage threshold of between 0.2 inches per second to 0.5 inches per second would apply depending on the type of building. As stated previously, the nearest receptors (residences) are located

approximately 60 feet east of the project site, on the east side of South Ivy Street. There are no known vibration-sensitive uses or institutional land uses within 100 feet of the project site.

Table 8 identifies various vibration velocity levels for typical construction equipment. As shown in Table 8, construction equipment has the potential to disturb residences and buildings where people normally sleep when they are in proximity to construction activities (i.e., as close as 25 feet).

**Table 8. Vibration Source Levels for Construction Equipment**

Construction Equipment	At 25 Feet		At 60 Feet		At 100 Feet	
	Approximate VdB	PPV (in/sec)	Approximate VdB <sup>1</sup>	PPV (in/sec) <sup>2</sup>	Approximate VdB <sup>1</sup>	PPV (in/sec) <sup>2</sup>
Large Bulldozer	87	0.089	76	0.024	69	0.011
Loaded Trucks	86	0.076	75	0.020	68	0.010
Jackhammer	79	0.035	68	0.009	61	0.004
Small Bulldozer	58	0.003	47	0.001	40	0
Caisson Drilling	87	0.089	76	0.024	69	0.011
Roller	94	0.210	83	0.056	76	0.026
Pile Driver (impact, upper range)	112	1.518	101	0.408	94	0.190
Pile Driver (sonic, upper range)	105	0.734	94	0.197	87	0.011

Source: City of Escondido 2012b.

Notes: in/sec = inches per second; PPV = peak particle velocity; VdB = vibration decibel

<sup>1</sup> Based on the formula  $PPV_{equip} = PPV_{ref} \times (25/d)^{1.5}$  provided by the FTA (2018), where d is the distance from the source of vibration to the receptor.

<sup>2</sup> Based on the formula  $VdB = VdB(25 \text{ feet}) - 30\log(d/25)$  provided by the FTA (2018), where d is the distance from the source of vibration to the receptor.

Equipment used during site preparation and grading would include graders; rubber-tired dozers; and tractors, loaders, or backhoes. In addition, a dump truck may be used for hauling excavated soil off site. During building construction, equipment would include welders; a generator set; a forklift; a crane; an air compressor; and a tractor, loader, or backhoe. In addition, construction would involve the use of light-duty and heavy-duty trucks for worker and material delivery trips. No pile driving is anticipated. Based on the information presented in Table 7, vibration levels from project construction activities would not have the potential to exceed the residential receptor threshold of 80 VdB or 0.2 PPV at distances up to 60 feet from construction equipment. Furthermore, the project would comply with Sections 17-234, 17-238, and 17-240 of the Noise Ordinance, which limit operation of construction equipment to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturdays. Impacts would be less than significant.

**Operational Vibration.** No permanent noise sources that would expose persons to excessive groundborne vibration or noise levels would be located within the project site. In addition, long-term operational activities associated with the project would not involve the use of any

equipment or processes that would result in potentially significant levels of ground vibration. Therefore, this impact would be less than significant.

## Operational Noise

The following sections describe the project's long-term noise impacts from traffic and stationary noise sources.

### Transportation Noise Affecting the Project Site

This analysis of operational on-site transportation noise used the traffic volumes from the Transportation Impact Analysis (LLG 2019) under the Existing Plus Project scenario and standard noise modeling equations adapted from the FHWA Highway Traffic Noise Prediction Model (FHWA 2008) to conservatively estimate on-site exterior noise levels from traffic. Four street segments were evaluated for Existing and Existing Plus Project noise levels, as shown in Table 9. The resulting noise levels on East 2nd Avenue between South Juniper Street and South Ivy Street would exceed the City standard of 65 dBA CNEL by 1 dBA CNEL (66 dBA CNEL) with and without project traffic. The project's contribution would be 0 dBA CNEL, and would not result in an increase in the existing ambient noise level without the project. The 66 dBA CNEL noise level is consistent with the City's General Plan EIR Future 2030 Noise Contour scenario, which shows that the northern portion of the project site would be within the 70 dBA CNEL contour for East 2nd Avenue.

**Table 9. Project Traffic Noise Levels. Existing and Existing Plus Project**

Segment	Existing Noise Level (dBA CNEL)	Existing Plus Project Noise Level (dBA CNEL)	Change in Noise Level	Allowable Increase <sup>1</sup>	Significant Impact?
South Juniper Street from East 2nd Avenue to East 3rd Avenue	64	64	0	+2	No
South Ivy Street from East 2nd Avenue to East 3rd Avenue	46	43	-3	+8	No
East 2nd Avenue from South Juniper Street to South Ivy Street	66	66	0	+1	No
East 3rd Avenue from South Juniper Street to South Ivy Street	46	50	+4	+8	No

Sources: Harris 2019a; LLG 2019.

Notes: CNEL = community noise equivalent level; dBA = A-weighted decibel

<sup>1</sup> Source: Figure VI-14, City of Escondido 2012a.

Traditional architectural materials are normally able to reduce exterior to interior noise by up to 15 dBA (City of Escondido 2012a). Thus, an exterior noise level of 60 dBA would be necessary

to reach the interior noise standard of 45 dBA CNEL. According to the Future 2030 Noise Contours in the City's General Plan EIR, portions of the project site would fall within the 65 or 70 dBA noise contours. Furthermore, as shown in Table 9, existing exterior noise levels currently exceed 60 CNEL along the East 2nd Avenue project frontage between South Juniper Street and South Ivy Street. Traditional architectural materials with a noise reduction of 15 dBA would not be expected to attenuate interior noise of the proposed residential units facing East 2nd Avenue to a level of 45 CNEL. In order to comply with the City's General Plan Community Protection Element interior noise standard the following project design feature would be included as a condition of project approval:

**PDF-NOI-12.** Prior to issuance of a building permit the applicant would prepare an additional exterior-to-interior noise report completed by a qualified acoustical consultant for the proposed on-site residences that would face East 2nd Avenue. The report would be submitted with the building plans. The information in this report would include wall heights and lengths, room volumes, and window and door tables typical for a building plan, as well as information on any other openings in the building shell. The report shall also assume a "windows-closed" condition and that vehicles on East 2nd Avenue are traveling at 30 miles per hour. With this specific building plan information, which is not currently available, the report would determine the predicted interior noise levels at the planned on-site buildings. If predicted noise levels are found to be in excess of 45 CNEL, the report would identify architectural materials or techniques that could be included in project design plans to reduce noise levels to 45 CNEL in habitable rooms. Standard measures such as glazing with Sound Transmission Class (STC) ratings from a STC 22 to STC 60, as well as walls with appropriate STC ratings (34 to 60), should be considered. The report would be submitted and approved by the City prior to the issuance of a building permit.

Note that this would be considered a condition of project approval because this issue concerns the impact of the existing ambient noise environment on the project, not the project's impact on the environment. CEQA is intended to protect the existing environment from impacts that would result from the project. Generally, CEQA does not consider impacts of the existing environment on a proposed land use to be significant (*South Orange County Wastewater Authority v. City of Dana Point* 2011). However, in cases where a project may exacerbate existing conditions, such as noise exposure, the CEQA analysis must consider the impact of future residents or users of a project (*California Building Industry Association v. Bay Area Air Quality Management District* 2015).

### ***Off-Site Transportation Noise***

A comparison of existing noise levels with and without the project are provided in Table 10. A comparison of future noise levels with cumulative development, with and without the project, are provided in Table 9. Although the project would increase noise along some surrounding roadways (South Juniper Street and East 3rd Avenue under Existing Plus Project conditions and East 2nd Avenue and East 3rd Avenue under Existing Plus Cumulative Plus Project conditions),



these increases would not exceed the allowable incremental noise increases under either scenario. Therefore, impacts from off-site transportation noise would be less than significant.

**Table 10. Project Traffic Noise Levels – Existing Plus Cumulative With and Without Project**

Segment	Existing Plus Cumulative Noise Level (dBA CNEL)	Existing Plus Cumulative Plus Project Noise Level (dBA CNEL)	Change in Noise Level	Allowable Increase <sup>1</sup>	Significant Impact?
South Juniper Street from East 2nd Avenue to East 3rd Avenue	64	64	0	+2	No
South Ivy Street from East 2nd Avenue to East 3rd Avenue	46	43	-3	+8	No
East 2nd Avenue from South Juniper Street to South Ivy Street	66	67	+1	+1	No
East 3rd Avenue from South Juniper Street to South Ivy Street	46	50	+4	+8	No

Sources: Harris 2019a; LLG 2019.

Notes: CNEL = community noise equivalent level; dBA = A-weighted decibel

<sup>1</sup> Source: Figure VI-14 of the General Plan Community Protection Element

### ***On-Site Heating, Ventilation, and Air Conditioning Systems***

Stationary operational noise sources are regulated by the limits outlined in Escondido Municipal Code, Section 17-229 (City of Escondido 2012a), which states that noise in multifamily residential zones shall not exceed 55 dBA  $L_{eq}$  from 7:00 a.m. to 10:00 p.m. or 50 dBA  $L_{eq}$  from 10:00 p.m. to 7:00 a.m. For commercial zones, noise shall not exceed 60 dBA  $L_{eq}$  from 7:00 a.m. to 10:00 p.m. or 55 dBA  $L_{eq}$  from 10:00 p.m. to 7:00 a.m. The HVAC units for the project would be installed in four clusters with 24 to 35 units in each cluster for a total of 110 units. Clusters would be set back from the edge of the rooftop by 20 feet or more at all locations. The specifications of the HVAC systems that would be installed on the project rooftop are unknown at this time. Therefore, the specifications for the HVAC systems of a similar multifamily residential project are assumed (ABC 2018). Individual HVAC units not installed within an enclosure would have the potential to generate a noise level of up to 79 dBA  $L_{eq}$  at the unit (approximately 3 feet). Combined noise levels from multiple units would be higher at the source. The combined noise level from 35 units simultaneously operating at 79 dBA  $L_{eq}$  would be approximately 94 dBA at 3 feet. This estimate is conservative because it assumes an equal distance from all units and simultaneous operation. The closest residences to the proposed building would be the residences on the eastern side of South Ivy Street, located approximately 55 feet from the proposed residential building. With an additional 20-foot rooftop setback, unenclosed HVAC units could generate a noise level of approximately 66 dBA  $L_{eq}$  at the nearest residence. The closest commercial building is located on

the western side of the alley, approximately 25 feet west of the proposed building. At this distance, noise levels would be approximately 71 dBA.

The proposed residential building would be five stories tall. The surrounding commercial and residential uses are two stories tall. This difference in height would likely break the line of sight between the HVAC units and receptors so that the project itself would provide an approximately 5 dBA reduction in HVAC noise exposure (FTA 2018). Noise levels at the nearest residences would be approximately 61 dBA, and noise levels at the nearest commercial uses would be approximately 66 dBA without installation of noise-reducing features. However, as a project feature, the HVAC units on the project rooftop would be installed within enclosures such that noise from HVAC operation would not exceed 50 dBA at the nearest off-site receptor (Summa 2019). Although the exact specifications of the project HVAC units and selected enclosures are unknown at this time, it is anticipated that enclosures providing at least an 11 dBA noise reduction would be required. Installation of HVAC units inside enclosures providing at least an 11 dBA noise reduction would reduce noise levels at the nearest residences to 50 dBA or below and noise levels at the nearest commercial uses to 55 dBA or below.<sup>2</sup> Specific screening design and materials would be included with the building plans. Therefore, this impact would be less than significant.

### ***Recycling and Trash Collection Noise***

The project proposes a central trash collection enclosure located within the parking garage. The enclosure would be accessed through an 8-foot roll-up door along the alley on the western boundary of the project site. Trash service would be provided by Escondido Disposal. The schedule for waste collection has not yet been established; however, trash collection is anticipated to be required three times per week for solid waste and once per week for recyclable materials. The existing commercial and residential uses surrounding the project site currently require waste disposal services. The existing commercial and multifamily residential uses currently employ dumpsters and have disposal requirements similar to what would be required for the project. Section 17-232 of the City's Noise Ordinance limits trash collection to the hours between 6:00 a.m. and 10:00 p.m. However, as a project feature, trash collection at the project site would be limited to between 8:00 a.m. and 5:00 p.m., Monday through Friday. Given the short duration and relative infrequency of individual collection events and scheduling collection during prime activity hours, the addition of one waste collection customer on the project site would have little impact on the operation of surrounding land uses and would not be noticeably different than existing conditions. This impact would be less than significant.

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<sup>2</sup> The exact specifications of the HVAC enclosures are unknown at this time; however, an 11 dBA reduction is within achievable noise reductions advertised by commercial HVAC enclosure providers. For example, the NOISEBLOCK enclosure system developed by Kinetic Noise Control offers typical noise reductions of 20–35 dBA (Kinetics Noise Control 2016).

***Landscape Equipment and Nuisance Noise***

Noise from residential land use is typically limited to nuisance noise, such as yelling or loud music. Additionally, the project would provide outdoor open space areas that would increase human activity on the project site and be a potential source of nuisance noise. These areas include an outdoor activity with a community pool and spa, a lounge and gas fire pits, an artificial turf area, a bar with a gas fire pit feature, barbeque grills, and cabanas. There would be 3,646 square feet of common area at grade. A separate open courtyard area would provide a lounge area with a gas fire pit and water feature. A 735-square-foot rooftop deck would also be provided at the northwestern corner of the building and be limited to passive seating areas. The common areas would provide gathering areas, and noise would generally be limited to typical conversation levels that would not be audible at surrounding properties, with the exception of the pool. The pool would potentially result in louder conversational noise levels from more active use, such as children playing. As a project feature, lease agreements would include rules related to nuisance noise, including music, at the pool to future limit noise exposure.

General residential noise sources, such as landscape equipment, and other intermittent or neighborhood noise, such as yelling, amplified music, or barking dogs (often characterized as nuisance noise), are regulated by the limits within the Sections 17-237 and 17-240 of the Noise Ordinance. Nuisance noise is difficult to control due to the variety of noise sources and intermittent nature of the impact. Additionally, the project site is located in a developed urban area that currently experiences ambient traffic noise and nuisance noise. For example, a community pool is located directly across South Ivy Street from the project at the existing residential development. It is unlikely that intermittent audible residential noise would be significantly different or excessive compared to existing conditions. Compliance with the City's Noise Ordinance would limit exposure to nuisance noise. Therefore, impacts would be less than significant.

**3.6 Criterion Section 15332(d): Air Quality**

Yes      No

      Approval of the project would not result in any significant effects relating to air quality.

The project would not result in any significant effects relating to air quality, as discussed below. There is no exception to the Class 32 exemption related to traffic or transportation criteria. An Air Quality Technical Memorandum for the project was prepared by Harris and Associates (Harris 2019b) as provided in Appendix C1 and is summarized below. Additionally, a Greenhouse Gas Technical Memorandum is included as Appendix C2.

## General Information on Air Quality

The project site is located within the San Diego Air Basin (SDAB). The San Diego Air Pollution Control District (SDAPCD) manages air quality in the SDAB. The SDAPCD operates a network of ambient air monitoring stations throughout the SDAB. The purpose of the monitoring stations is to measure ambient concentrations of pollutants and determine whether ambient air quality meets the California Ambient Air Quality Standards (CAAQS) and the National Ambient Air Quality Standards (NAAQS). The City operates the Escondido–East Valley Parkway Monitoring Station located on East Valley Parkway, which measures ozone (O<sub>3</sub>), nitrogen dioxide (NO<sub>2</sub>), particulate matter less than 10 microns (PM<sub>10</sub>), and particulate matter less than 2.5 microns (PM<sub>2.5</sub>) concentrations. No carbon monoxide (CO) data are available from monitoring sites in the SDAB after 2012, and no data are available for sulfur dioxide (SO<sub>2</sub>) after 2013. However, with one exception for CO during the firestorms of October 2003, the SDAB has not violated the state or federal standards for CO or SO<sub>2</sub> in the last 20 years (SDAPCD 2017).

Concentrations of 1-hour O<sub>3</sub> exceeded CAAQS in 2017, and 8-hour O<sub>3</sub> CAAQS and NAAQS were exceeded in 2015, 2016, and 2017. The NAAQS and CAAQS for PM<sub>10</sub> were not exceeded in any of the 3 years. The monitored 24-hour PM<sub>2.5</sub> values were not exceeded either. Likewise, the 1-hour and annual NAAQS and CAAQS for NO<sub>2</sub> were not exceeded.

The following sections describe the project's construction- and operation-related air quality impacts and CO impacts.

## Significance Thresholds

The thresholds listed in Table 11 represent screening-level thresholds that can be used to evaluate whether project-related emissions could cause a significant impact on air quality.

**Table 11. Screening Level Criteria Thresholds for Air Quality Impacts**

Pollutant	Emission Rate		
	(pounds/hour)	(pounds/day)	(tons/year)
PM <sub>10</sub>	—	100	15
PM <sub>2.5</sub>	—	55	10
NO <sub>x</sub>	25	250	40
SO <sub>x</sub>	25	250	40
CO	100	550	100
Pb	—	3.2	0.6
VOC	—	75	13.7

Sources: County of San Diego 2007; SDAPCD 2018.

Notes: CO = carbon monoxide; NO<sub>x</sub> = oxides of nitrogen; Pb = lead and lead compounds; PM<sub>10</sub> = particulate matter less than 10 microns; PM<sub>2.5</sub> = particulate matter less than 2.5 microns; SO<sub>x</sub> = oxides of sulfur; VOC = volatile organic compounds

Emissions below the screening-level thresholds would not cause a significant impact. For nonattainment pollutants ( $O_3$ , with  $O_3$  precursors  $NO_x$  and VOCs, and  $PM_{10}$ ), if emissions exceed the thresholds shown in Table 10, the project could result in a cumulatively considerable net increase in these pollutants and, thus, could have a significant impact on the ambient air quality.

### **Consistency with Applicable Air Quality Plans**

The SDAPCD manages air quality in the SDAB. Air quality plans applicable to the SDAB include the RAQS, addressing state requirements, and applicable portions of the California State Implementation Plan (SIP), addressing federal requirements. The RAQS and SIP outline the SDAPCD's plans and control measures designed to attain state and federal air quality standards. The RAQS and SIP were most recently updated in 2016.

The RAQS and SIP rely on San Diego Association of Government (SANDAG) growth projections, which are based in part on the City of Escondido and County of San Diego (County) General Plans. As such, projects that propose development consistent with the growth anticipated by the applicable general plans are consistent with the RAQS and applicable portions of the SIP. In the event that a project proposes development that is less dense than anticipated within the General Plan, the project would be consistent. If a project proposes development that is greater than that anticipated in the local plan and SANDAG's growth projections, the project may conflict with the SIP and RAQS and may contribute to a potentially significant cumulative impact on air quality. Cumulative projects located in the SDAB would have the potential to result in a cumulative impact to air quality if, in combination, they would conflict with or obstruct implementation of the RAQS. Individual projects that are inconsistent with the regional planning documents upon which the RAQS is based would have the potential to result in cumulative operational impacts if they represent development and population increases beyond regional projections.

The SDAB has been designated as a federal nonattainment area for  $O_3$  and a state nonattainment area for  $O_3$ ,  $PM_{10}$ , and  $PM_{2.5}$ . Emissions of  $PM_{10}$  and  $PM_{2.5}$  associated with construction generally result in short-term impacts. As discussed previously, the emissions of criteria pollutants from project construction would be below the significance levels. Construction would be short term and temporary in nature. Once construction is complete, construction-related emissions would cease. Long-term operation of the facility would include customers and employees of the retail store; residents of 127 units living in the building; and associated services to serve and maintain the building, such as mail delivery, trash removal, and landscape and pool maintenance. Projected ongoing operational emissions generated by the project from area, mobile, and energy sources would not exceed the significance thresholds for criteria pollutants VOC,  $NO_x$ , CO,  $SO_x$ ,  $PM_{10}$ , and  $PM_{2.5}$ . As such, the project would result in less than significant impacts related to criteria pollutant emissions from construction and operation.

Regarding long-term cumulative operational emissions in relation to consistency with local air quality plans, the applicable general plan for the City is the May 2012 General Plan (City of Escondido 2012a). The project proposes to construct housing at a density of 127 dwelling units per acre on a site with a land use designation that anticipates 75 dwelling units per acre. However, by relying on the City's density transfer pool and the State Density Bonus Law, the level of development proposed by the project would not conflict with the overall growth forecasted in the General Plan for the Downtown Escondido area. Therefore, the project would be consistent with SANDAG and the General Plan's growth projections and would not conflict with or obstruct implementation of the SIP or RAQS. Therefore, the project's contribution to cumulative air quality impacts would be less than significant.

### Construction-Phase Criteria Pollutant Emissions

Construction of the project would result in temporary air pollutants associated with soil disturbance, dust emissions, employee and material delivery vehicle exhaust, off-gassing from paving and coating activities, and combustion pollutants from off-road construction equipment. Construction-related air pollution emissions can vary from day to day, depending on the level of activity, type of activity, and prevailing weather conditions. The primary air pollutants of concern from construction activities are particulate matter (including both PM<sub>10</sub> and PM<sub>2.5</sub>), CO, and O<sub>3</sub> precursors (including VOCs) and oxides of nitrogen (NO<sub>x</sub>).

The project is smaller than the air quality study trigger criteria presented in Table 4.3-12 of the City's General Plan EIR that would trigger the need for an air quality impact assessment (the level for apartment land uses with a density of 20 or more dwelling units per acre is 420 dwelling units) (City of Escondido 2012b). Nonetheless, anticipated air pollution emissions were quantified to further demonstrate consistency with the SDAPCD thresholds. The project's criteria pollutant emissions were calculated using the California Emissions Estimator Model (CalEEMod), version 2016.3.2, based on information provided by Touchstone Communities. Table 12 shows the estimated maximum daily construction emissions associated with the construction of the project.

**Table 12. Estimated Maximum Daily Construction Emissions (pounds/day)**

Construction Year	VOC	NO <sub>x</sub>	CO	PM <sub>10</sub>	PM <sub>2.5</sub>
2019	4.1	41.3	25.4	4.4	2.5
2020	37.2	33.5	26.8	3	1.7
Maximum Daily Emissions	37.2	41.3	26.8	4.4	2.5
Significance Threshold	75	250	550	100	55
Level Exceeded?	No	No	No	No	No

Sources: Harris 2019b; County of San Diego 2007; SDAPCD 2018.

Notes: CO = carbon monoxide; NO<sub>x</sub> = oxides of nitrogen; PM<sub>10</sub> = particulate matter less than 10 microns in diameter; PM<sub>2.5</sub> = particulate matter less than 2.5 microns in diameter; VOC = volatile organic compound

Assumes watering of construction site would occur twice daily, use of low-VOC paints, and reduction of construction vehicle speed in compliance with Regulation 4, Rule 52, Particulate Matter; Rule 55, Fugitive Dust Rule; and Rule 67, Architectural Coatings, of the SDAPCD's rules and regulations and the City's General Plan EIR Mitigation Measure Air-1.

Construction of the project would be short term and temporary. As shown in Table 12, daily construction emissions would not exceed the significance thresholds for VOC, NO<sub>x</sub>, CO, PM<sub>10</sub>, or PM<sub>2.5</sub>. This impact would be less than significant.

## Operational-Phase Criteria Pollutant Emissions

After construction is completed, the project would be associated with ongoing air pollution associated with mobile vehicle sources; energy consumption; and “area” sources of emissions, which include landscaping, off-gassing from painting, and other consumer products.

The main operational emissions sources associated with the project would be from traffic. Project-specific estimates of daily vehicle trips were obtained from the Transportation Impact Analysis (LLG 2019). CalEEMod defaults were used for trip length, distribution, purpose, weekday/weekend ratios, vehicle mix, and vehicle emissions factors. Operational energy source emissions would result from on-site natural gas use. Emissions associated with area sources, such as consumer product use and landscaping, would also be generated. Based on the project plans (Summa 2019), it is assumed that the project would not include hearths or wood-burning stoves in the proposed residential units.

As with construction emissions, the project’s criteria pollutant emissions were calculated using CalEEMod, version 2016.3.2. Table 13 presents a summary of maximum daily operational emissions for the project at full buildout and compares these emissions with the SDAPCD air quality impact analysis significance thresholds.

**Table 13. Estimated Maximum Daily Operational Emissions (pounds/day)**

Source	VOC	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
Area	4.6	0.1	10.5	<0.1	0.1	0.1
Energy	<0.1	0.2	0.1	<0.1	<0.1	<0.1
Mobile	1.5	6.2	17.7	0.1	4.8	1.3
Maximum Daily Emissions	6.1	6.5	28.3	0.1	4.9	1.4
Significance Threshold	75	250	550	250	100	55
Level Exceeded?	No	No	No	No	No	No

Sources: Harris 2019b; County of San Diego 2007; SDAPCD 2018.

Notes: CO = carbon monoxide; NO<sub>x</sub> = oxides of nitrogen; PM<sub>10</sub> = particulate matter less than 10 microns in diameter; PM<sub>2.5</sub> = particulate matter less than 2.5 microns in diameter; SO<sub>x</sub> = sulfur oxide; VOC = volatile organic compound

In compliance with Rule 67, Architectural Coatings, of the SDAPCD’s rules and regulations, assumes use of low-VOC paints. Assumes no hearths or wood-burning stoves, per the project plans (Summa 2019).

As shown in Table 13, operational emissions for the project would be substantially below the significance threshold for criteria pollutants. This impact would be less than significant.

## Carbon Monoxide

A Carbon Monoxide (CO) hotspot is an area of localized CO pollution caused by high vehicle intensity, such as congested intersections and parking garages. If a project increases average delay at signalized intersections operating at level of service E or F or causes an intersection that would operate at level of service D or better without the project to operate at level of service E or F with the project, a quantitative screening is required. The intersections relevant to the analysis of the project's potential for CO hotspots are those included in the study area for the Transportation Impact Analysis (LLG 2019), which are the intersections with the potential to accommodate the most project traffic. According to the Transportation Impact Analysis (LLG 2019), the study area intersections are forecasted to continue to operate at an acceptable level of service with the project. There would be no potential for a CO hotspot or exposure of sensitive receptors to substantial, project-generated, local CO emissions. Impacts related to CO hotspots would be less than significant.

## Toxic Air Contaminants

According to the County Guidelines for Determining Significance – Air Quality (County of San Diego 2007), diesel particulate matter is the primary Toxic Air Contaminates (TAC) of concern for typical land use projects that do not propose stationary sources of emissions regulated by the SDAPCD. The dose to which receptors are exposed is the primary factor used to determine health risk. Dose is a function of the concentration of a substance or substances in the environment and the duration of exposure to the substance. Thus, the risks estimated for a maximally exposed individual are higher if a fixed exposure occurs over a longer time period. Health risk assessments, which determine the exposure of sensitive receptors to TAC emissions, are typically based on a 70-year exposure period; however, such assessments should be limited to the period or duration of activities associated with a project.

Project construction would result in short-term emissions of diesel particulate matter from the exhaust of off-road, heavy-duty diesel equipment. As presented in Table 12, maximum daily particulate emissions, which include diesel particulate matter, would be relatively low compared to the significance thresholds. Additionally, the construction period would be relatively short (20 months) compared to the typical 70-year analysis considered for potential health risk assessments. Combined with the dispersive properties of diesel particulate matter, construction-related emissions of TACs would not expose sensitive receptors to substantial emissions of TACs. Therefore, impacts would be less than significant.

As the project would involve the development of multi-family residential uses, project operation would not introduce any new stationary sources of TACs such as diesel-fueled backup generators that are more commonly associated with large commercial and industrial uses. In addition, the project is sited more than 1 mile from the nearest freeway (Interstate 15), which is well over the



500-foot threshold set by the CARB (CARB 2005) to avoid exposure of residents to TACs. The site is not within buffer distances included in the City's General Plan EIR that would require preparation of a health risk assessment (within 500 feet of a waste transfer facility or 1 mile of operating industrial land uses, medical facilities, or research and development facilities that generate a substantial source of TACs). As discussed previously, the project would not have the potential to expose sensitive receptors to TACs from hotspots resulting from mobile sources to an extent that health risks could result, and associated impacts would be less than significant.

## Odors

Typical odor sources are generally associated with municipal, industrial, or agricultural land uses, such as wastewater treatment plants, landfills, confined animal facilities, composting stations, food manufacturing plants, refineries, and chemical plants. The occurrence and severity of odor impacts depend on the nature, frequency, and intensity of the source, the wind speed and direction, and the sensitivity of receptors. The project would not involve land uses typically associated with odor complaints. Odors may be generated from vehicles and equipment exhaust emissions during construction of the project. Odors produced during construction would be attributable to emissions from tailpipes of construction equipment and architectural coatings. Such odors are temporary and generally occur at magnitudes that would not affect substantial numbers of people. Therefore, odor impacts resulting from project construction and operation would be less than significant.

### 3.7 Criterion Section 15332(d): Water Quality

Yes      No

      Approval of the project would not result in any significant effects relating to water quality.

The proposed project would not result in any significant effects relating to water quality, as discussed below. There is no exception to the Class 32 exemption related to traffic or transportation criteria. A Drainage Study for the project prepared by Touchstone Communities (Touchstone Communities 2017), and the Storm Water Quality Management Plan (SWQMP) prepared for the project by Touchstone Communities (Touchstone Communities 2018) as provided in Appendix D and is summarized below.

The Ivy project is located within the Escondido Hydrologic Sub-Area (HSA 904.62), which is part of the Escondido Creek Hydrologic Area (HA 904.60) and Carlsbad Hydrologic Unit (HU 904.00). The site is relatively flat with slopes that do not exceed 15 percent.

The project site is located within the jurisdiction of the San Diego Regional Water Quality Control Board (RWQCB). The San Diego RWQCB requires a permit for municipalities to discharge stormwater into local waterways. The City is subject to the requirements of the San Diego Region

Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit, Order No. No. R9-2013-0001 as amended by R9-2015-0001 and R9-2015- 0100 (San Diego MS4 Permit). City compliance with the San Diego MS4 Permit is required by state and federal law. Compliance with these existing stormwater regulations and the City's SCAs would ensure that the project would not result in significant effects relating to water quality, consistent with the requirement of the Class 32 exemption under CEQA Guidelines, Section 153332(d). Potential water quality concerns associated with the project are discussed below.

## Groundwater Conservation

The project would connect to the existing municipal water system and would not use groundwater on the site. At the time that the Stormwater Quality Management Plan (SWQMP) was prepared, the former medical facility had not been demolished and was still present on the project site. The SWQMP compares the site condition with the medical facility present to the project condition. Under this scenario, the impervious areas on the site would change from 0.84 acres to 0.87 acres or a 4 percent increase (Touchstone Communities 2018). However, the current condition of the project site is a vacant, disturbed property with no development. CEQA requires the project to compare the proposed condition to current baseline conditions. Therefore, development of the project would change the site from an existing 100 percent pervious 1.002-acre site to a site with 0.87 acres of impervious surfaces. Thus, the site would not provide as much groundwater recharge potential under the project condition. However, per the City's Urban Water Management Plan (UWMP), the City does not depend on groundwater sources in its water supplies (City of Escondido 2011). Therefore, the project would not substantially deplete or interfere with groundwater supplies and impacts would be less than significant.

## Stormwater Runoff

**Construction Impacts.** Construction of the project would require grading and excavation of soils, which would loosen sediment, and then have the potential to mix with surface water runoff and degrade water quality. Additionally, construction would require the use of heavy equipment and construction-related chemicals, such as concrete, cement, asphalt, fuels, oils, antifreeze, transmission fluid, grease, solvents and paints. These potentially harmful materials could be accidentally spilled or improperly disposed of during construction and, if mixed with surface water runoff, could wash into and pollute receiving waters.

These types of water quality impacts during construction of the project would be prevented through implementation of a grading and erosion control plan that is required by the City's Grading and Erosion Control Ordinance (Article 55 of the Municipal Code) and the State General Permit to Discharge Stormwater Associated with Construction Activities (NPDES No. CAS000002), which requires preparation of a SWPPP by a Qualified SWPPP Developer. The grading and erosion control plan and SWPPP are required for plan check and approval by the

Land Development Engineer, as well as the Planning Division, prior to provision of permits for the project, and would include construction BMPs such as:

- Silt Fence, Fiber Rolls, or Gravel Bag
- Street Sweeping and Vacuuming
- Sedimentation Basin
- Storm Drain Inlet Protection
- Stabilized Construction Entrance/Exit
- Vehicle and Equipment Maintenance, Cleaning, and Fueling
- Hydroseeding
- Material Washout
- Stockpile Management
- Spill Prevention and Control
- Solid Waste Management
- Concrete Waste Management

Adherence to applicable requirements and implementation of the appropriate BMPs would ensure that potential water quality degradation associated with construction activities would be minimized, and impacts would be less than significant.

**Operational Impacts.** The Ivy project would mimic the existing drainage patterns, which flow in a northwesterly direction (Touchstone Communities 2017). Runoff from the roof and outdoor decks would be discharged from roof drains into four raised planters located on the outdoor podium decks. Runoff from the raised planters would then be directed to a biofiltration planter BMP located in the alley. A private storm drain line would convey the flows from the biofiltration planter BMP north from the alley where it would eventually discharge into an upsized 18-inch public storm drain on 2nd Avenue. In addition, a second biofiltration basin would be located at the intersection of the alley and 2nd Avenue to treat the pavement associated with widening of East 2nd Avenue and the newly constructed sidewalk on 2nd and 3rd Avenue and Ivy Street. The runoff from the second biofiltration basin would also tie into the 18-inch public storm drain line on East 2nd Avenue. The proposed biofiltration basins located in the alley and East 2nd Avenue would treat pollutants and meet flow control requirements for the project. In addition, floor drains and a water source hose bib would be included in the trash enclosure area for maintenance. The concrete would be sloped and the drains would be tied to the sewer system to avoid pollutant runoff into Escondido Creek. Finally, the proposed landscaping outside the building footprint would not be included as part of the Drainage Management Area (DMA) as surrounding flows would not comingle with the hardscape from the project. Therefore, the project is considered to be self-mitigating.

With implementation of the operational treatment control biofiltration basin BMPs that would be required by the City pursuant to the SUSMP, potential pollutants would be reduced to the maximum extent feasible. Therefore, development of the project would not violate any water quality standards or waste discharge requirements, including but not limited to increasing pollutant discharges to receiving waters. Impacts would be less than significant.

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## **Section 4 Exceptions to Categorical Exemptions Checklist**

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In addition to investigating the applicability of CEQA Guidelines, Section 15332 (Class 32), this CEQA document also assesses whether any of the exceptions to qualifying for the Class 32 categorical exemption for an in-fill project are present. The following analysis compares the criteria of CEQA Guidelines, Section 15300.2 (Exceptions), to the project.

### **4.1 Criterion Section 15300.2(a): Location**

Yes      No

- Is there an exception to the Class 32 exemption for the project due to its location in a particularly sensitive environment, such that the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies?

This exception applies to CEQA exemptions under Classes 3, 4, 5, 6, and 11. The project qualifies as a Class 32 Urban In-fill exemption, and therefore this criterion section is not applicable. The project site is located within a developed urban area and there are no environmental resources of hazardous or critical concern that are designated, precisely mapped, or officially adopted in the vicinity of the project site, or that could be adversely affected by the project. Therefore, the exception under CEQA Guidelines, Section 15300.2(d), does not apply to the project.

### **4.2 Criterion Section 15300.2(b): Cumulative Impact**

Yes      No

- Is there an exception to the Class 32 exemption for the project due to significant cumulative impacts of successive projects of the same type and in the same place, over time?

In general the geographic context for cumulative impacts is the Downtown Specific Plan area. Future growth and development projects within the Downtown Specific Plan area have the potential to impact a variety of resources discussed in the CEQA Guidelines. It is anticipated that development of future cumulative projects would undergo CEQA review. Future development would be subject to federal, state, and local regulations and would be required to comply with the goals and policies in the City's Downtown Specific Plan. All resource topics associated with the project have been analyzed in accordance with CEQA and the CEQA Guidelines and were found to pose no impacts, less than significant impacts. Therefore, the project would not make a cumulatively considerable contribution to a significant cumulative impact. Therefore, the exception under CEQA Guidelines, Section 15300.2(d), does not apply to the project.

**4.3 Criterion Section 15300.2(c): Significant Effect**

Yes No

- Is there an exception to the Class 32 exemption for the project because there is a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances?

There are no known unusual circumstances applicable to the project or project site that could result in a significant effect on the environment. Therefore, the exception under CEQA Guidelines, Section 15300.2(c), does not apply to the project.

**4.4 Criterion Section 15300.2(d): Scenic Highway**

Yes No

- Is there an exception to the Class 32 exemption for the project because project may result in damage to scenic resources including but not limited to, trees, historic buildings, rock outcroppings or similar resources, within a highway officially designated as a state scenic highway?

The project site is not located in the vicinity of any designated or eligible state scenic highway. The project site is not located within the Interstate 15 scenic corridor as defined in the City's General Plan Resource Conservation Element (City of Escondido 2012a). Additionally, the Resource Conservation Element does not identify any local scenic roadways (City of Escondido 2012a). Therefore, the exception under CEQA Guidelines, Section 15300.2(d), does not apply to the project.

**4.5 Criterion Section 15300.2(e): Hazardous Waste Sites**

Yes No

- Is there an exception to the Class 32 exemption for the project because the project is located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code?

The project site contained a medical facility that was constructed in the mid to late 1980's. The medical facility was demolished in early 2018 and the site is now vacant. A Phase I ESA was conducted in 2017 prior to the medical facility being demolished and is provided in Appendix E. As part of the Phase I ESA (Christian Wheeler 2017), a computerized record search was performed by Environmental Data Resources, Inc. (EDR), in April 2017. The search included all documented environmental incidents and operating permits within a 0.25-mile to 1-mile radius of the subject property. Based on the results of this search, which were negative, it was confirmed that the project site is not located on a hazardous materials site pursuant to Government Code, Section 65962.5. Therefore, the project would not result in a significant hazard to the public or the environment due to the presence of hazardous materials sites

identified pursuant to Government Code, Section 65962.5. According to the Phase I ESA (Christian Wheeler 2017), there was no evidence of storage tanks, drums, hazardous substances, or petroleum projects, unidentified containers, odors, and/or pools of liquids prior to demolition. Therefore, the exception under CEQA Guidelines, Section 15300.2(d), does not apply to the project.

#### 4.6 Criterion Section 15300.2(f): Historic Resources

Yes No

- Is there an exception to the Class 32 exemption for the project because the project may cause a substantial adverse change in the significance of a historic resource?

#### Historic Resources

The project site is located in the highly developed and urban area of downtown Escondido. The project site is currently vacant, disturbed, and recently cleared of all structures and vegetation. A Literature Search and Background Research Report was prepared by Recuerdos Research on April 13, 2018 (Recuerdos Research 2018), and is provided in Appendix F. As part of the report, a records search was conducted at the South Coastal Information Center (SCIC) at San Diego State University by Richard L. Carrico on March 22, 2018, for the project site. The record search did not identify any historic resources within or adjacent to the project site as defined by Section 15064.5 (Recuerdos Research 2018). The project site is located along the perimeter of the historic downtown district of the Downtown Specific Plan area; however, no historic resources are located on the project site. The project includes a diversity of roof heights, a variety of building materials including stucco, metal siding, and metal rails and alternating grey tones with maroon accents that blend with the urban character of the City at the pedestrian entry that and are consistent with the Downtown Specific Plan. The use of varied rooflines reduce the overall scale of the building. The building height is consistent with the surrounding buildings also located along the perimeter of the historic downtown district. The project would not result in a substantial adverse change to a historic resource. Therefore, the exception under CEQA Guidelines, Section 15300.2(d), does not apply to the project.

#### Archaeological Resources

A records search was conducted at the SCIC at San Diego State University by Richard L. Carrico of Recuerdos Research on March 22, 2018, for the project site. One archaeological site (SDI-5209) was identified during the records search that is located approximately 2,800 feet southeast of the project site on a slight rise above the Escondido Valley floor. Site SDI-5209 is recorded as a dense set of bedrock milling features containing more than 70 milling slicks and 1 shallow mortar (Recuerdos Research 2018). Due to the distance of this recorded site to the project site, the project would have no impact on this site.



Previous uses of the project site include residential development followed by a former medical facility. Therefore, it is unlikely that any evidence of pre-contact or historic-period archaeological cultural resources exists at the project site and no further testing or monitoring is required. However, the San Luis Rey Band of Mission Indians has requested monitoring during construction as a result of consultation under AB 52. Therefore, in order to comply with AB 52, the following project design features would be made a condition of project approval:

**PDF-CR-1.** The City recommends that the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is TCA with the project location (i.e., TCA Tribe) prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between the applicant/owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.

**PDF-CR-2.** Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe has been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the project archaeologist confirming that the selected Native American monitor is associated with a TCA Tribe. Prior to any pre-construction meeting, the City shall approve all persons involved in the monitoring program.

**PDF-CR-3.** The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program, in addition to reviewing the grading plan to assist in determining the necessity of the Luiseño Native American monitor and archaeological monitor's presence.

**PDF-CR-4.** During the initial grubbing, site grading, excavation (including post-demolition activities to assess the condition of the subsurface stratigraphy), or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site where deemed appropriate and necessary by the archaeologist and Luiseño Native American monitor. If imported fill materials, or fill used from other areas of the project site, are to be incorporated at the project site, then those fill materials shall be absent of any tribal cultural resources. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in PRC Section 21074.

**PDF-CR-5.** In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor shall have the authority to temporarily divert or temporarily halt ground disturbance operations in the area of discovery to allow for evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so that the monitored grading can proceed.

**PDF-CR-6.** If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe, and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for treatment and disposition of the tribal cultural resource shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor, and shall be submitted to the City for review and approval.

**PDF-CR-7.** The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated under CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. The qualified archaeologist, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.

**PDF-CR-8.** In accordance with CEQA, all tribal cultural resources shall be treated with culturally appropriate dignity. If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during the collection and cataloging of those resources. Moreover, if the qualified archaeologist does not collect the tribal cultural resources that are unearthed during the ground-disturbing activities, the Native American monitor may, at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the tribe's cultural and spiritual traditions. It is the preference of the City that all tribal cultural resources be repatriated to the TCA Tribe, as such preference would be the most culturally sensitive, appropriate and dignified. Therefore, any tribal cultural resources collected by the qualified archaeologist shall be provided to the TCA Tribe. Evidence that all cultural materials collected have been repatriated shall be in the form of a letter from the TCA Tribe to whom the tribal cultural resources have been repatriated identifying that the archaeological materials have been received.

Or,

Any tribal cultural resources collected by the qualified archaeologist shall be curated with its associated records at a San Diego curation facility or a culturally affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records, including title, shall be transferred to the San Diego curation facility or culturally affiliated Tribal curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence that all cultural materials collected have been curated shall be in the form of a letter from the curation facility stating that the prehistoric archaeological materials have been received and that all fees have been paid.

**PDF-CR-9.** Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, that describes the results, analysis, and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner, to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.

#### **4.7 Criterion Section 15300.2: Other Potential Effects**

Yes      No

- Is there an exception to the Class 32 exemption for the project because the project may result in substantial adverse impacts other than those discussed above?

No additional substantial adverse impacts have been identified or are anticipated beyond those discussed above.

## **Section 5 Report Preparation**

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### **Harris & Associates (Categorical Exemption Report, Air Quality, and Noise Studies)**

Diane Sandman, AICP, Project Director

Sharon Toland, Senior Air Quality, Greenhouse Gas Emissions, and Noise Specialist

Esther Daigneault, Senior Environmental Analyst

Kelsey Hawkins, Environmental Analyst

Andrew Turpin, GIS/Graphics

Lindsey Messner, Technical Editor

### **Christian Wheeler Associates (Phase I ESA)**

Shawn Caya, RGE, Registered Professional Engineer

Troy S. Wilson, CEG, Certified Engineering Geologist

David R. Russell, CEG, Certified Engineering Geologist

### **KTU+A (Visual Simulations)**

Mike Singleton, Principal

Stephen Nunez, Senior Designer/Planner

### **Linscott Law & Greenspan Engineers (Transportation Impact Analysis)**

John Keating, Principal

Roman Lopez, Transportation Planner II

### **Recuerdos Research (Cultural Resources)**

Richard Carrico, Principal/Owner

### **Touchstone Communities (Drainage and Stormwater)**

Alberto Sandoval, Registered Professional Engineer

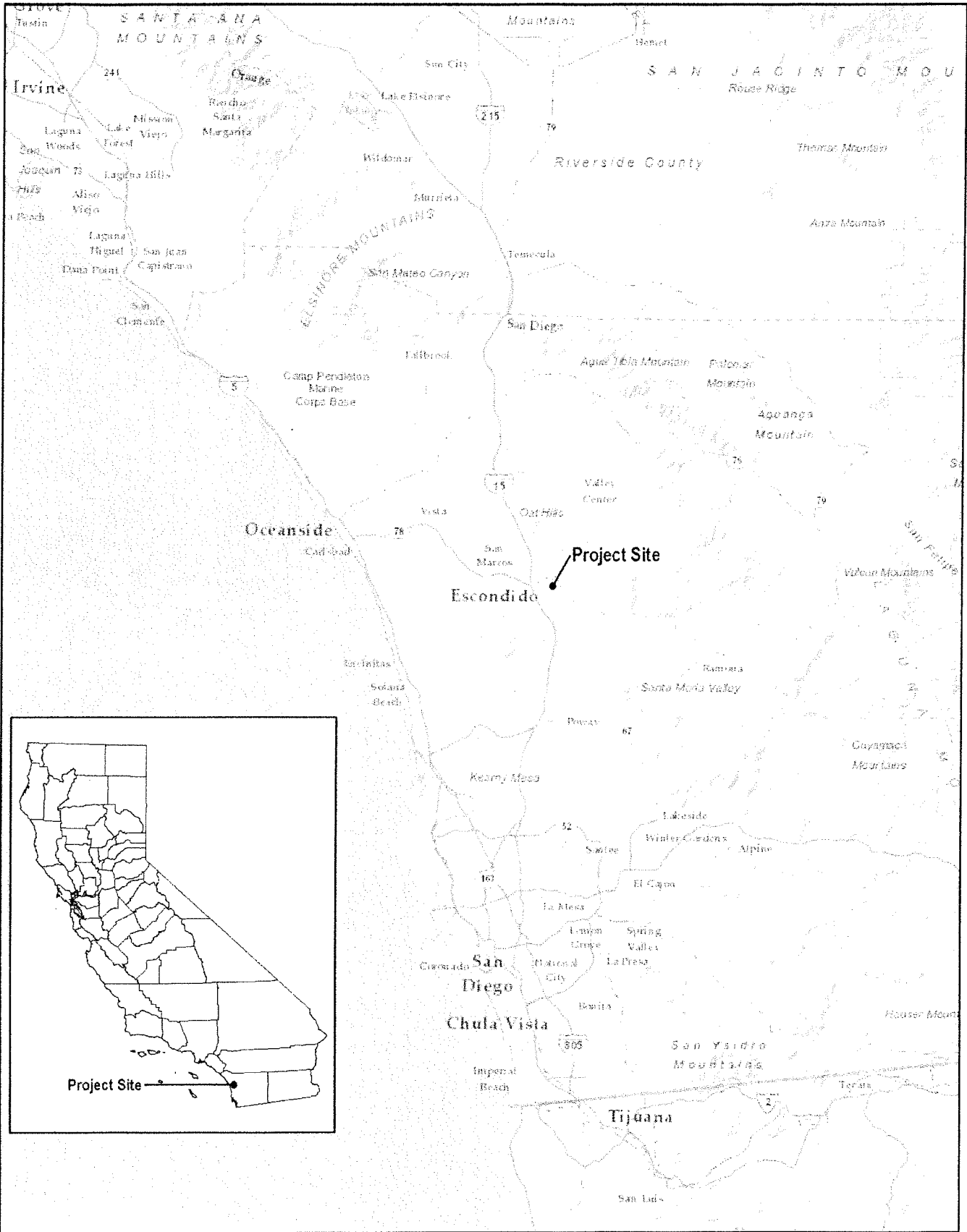
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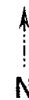
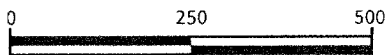
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Source: Esri 2018



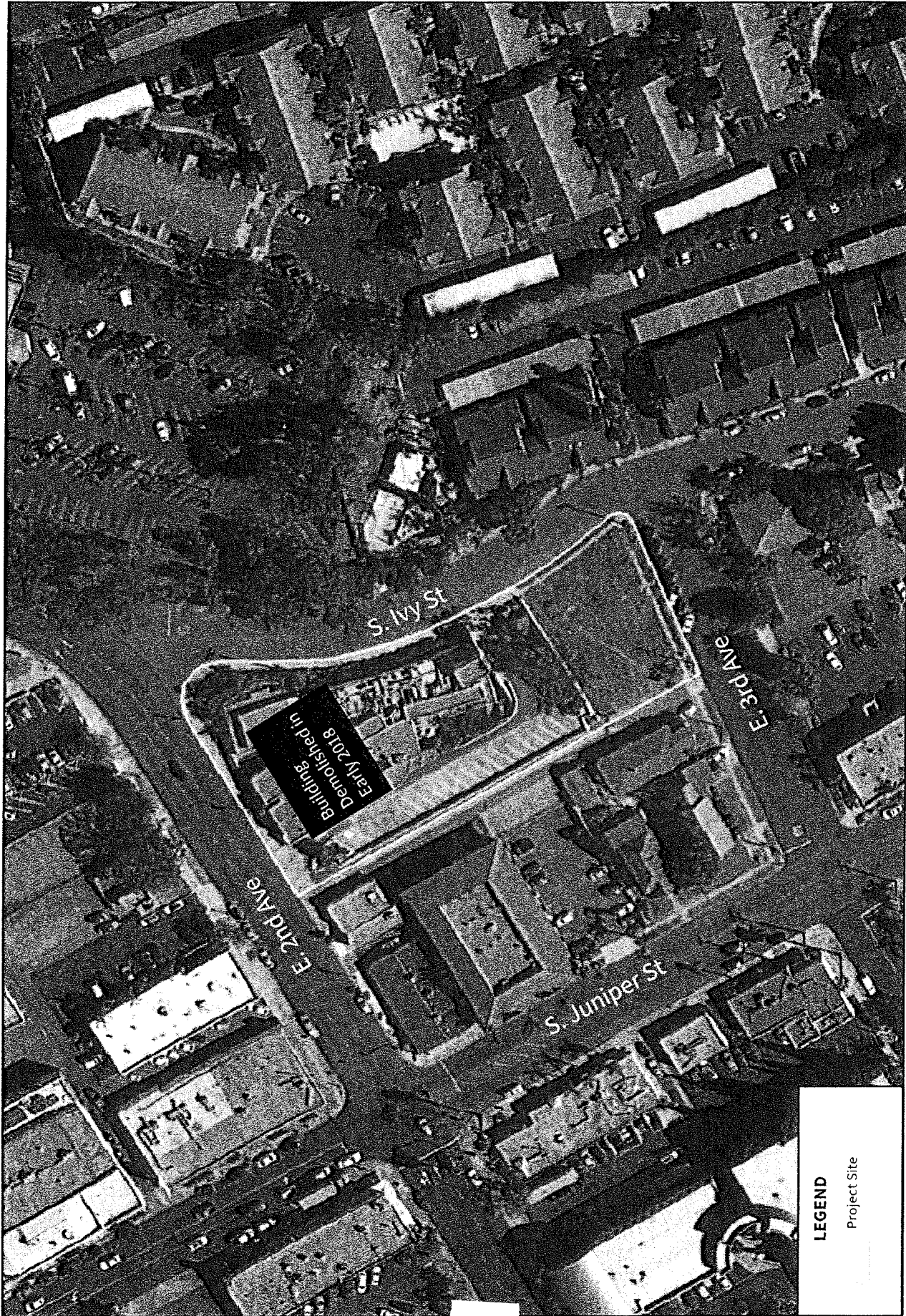
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**Figure 1**  
Regional Location

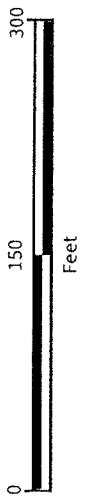
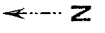


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Source: Google Earth 2018

**Figure 2**  
Project Site

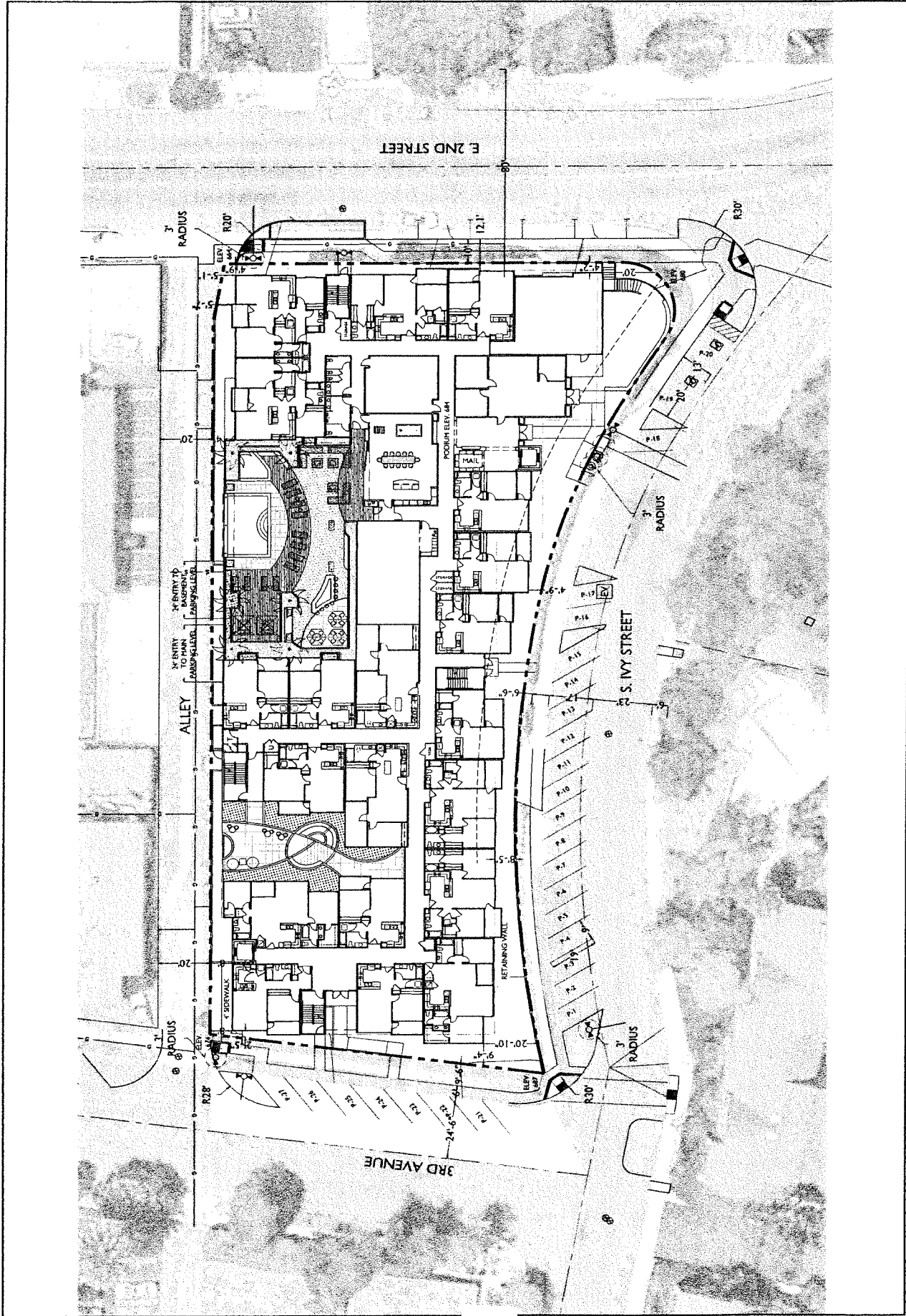


**LEGEND**  
Project Site

**Harris & Associates**

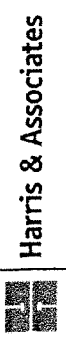
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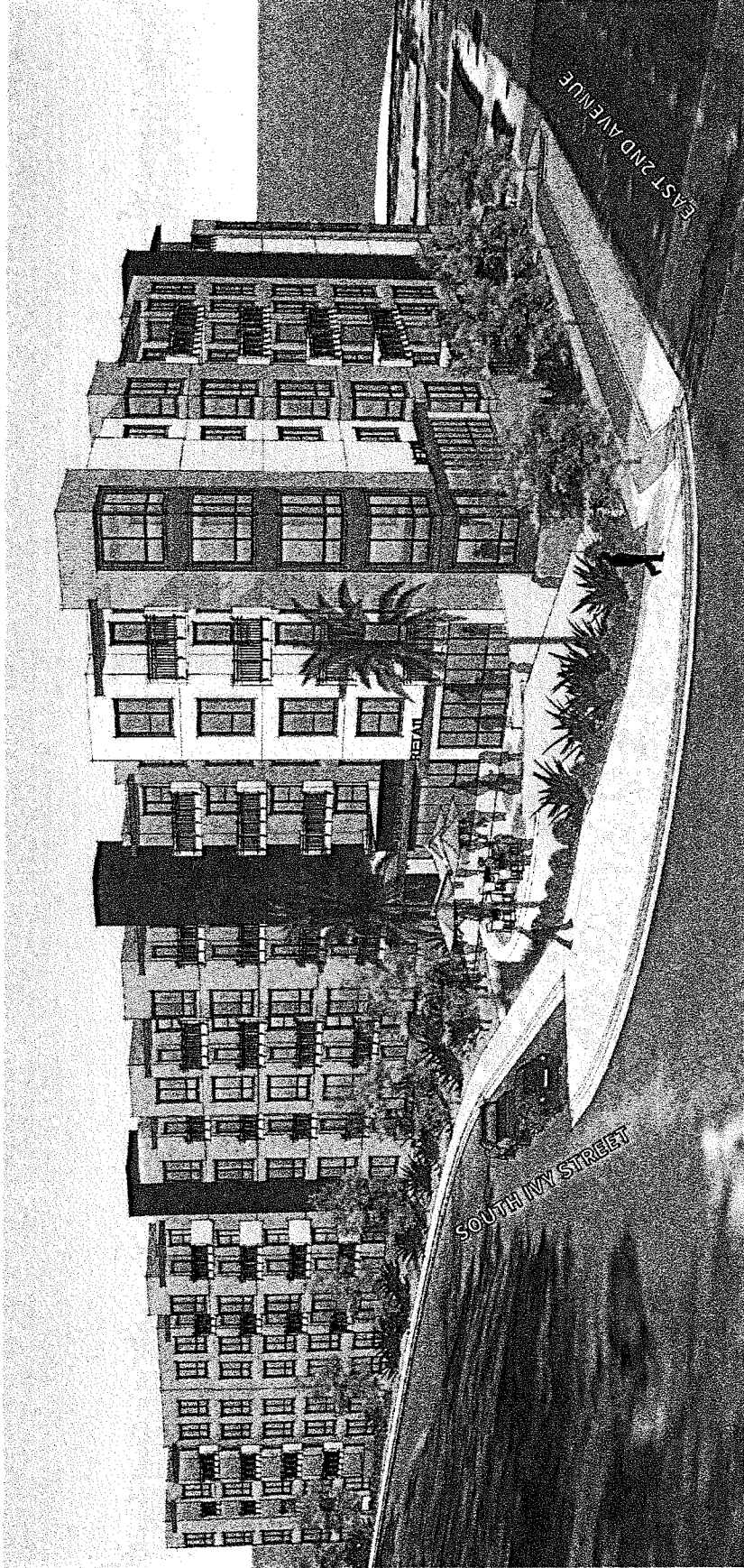


Source: Summa Architecture 2018

**Figure 3**  
Proposed Site Plan



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Source: Summa Architecture 2018

Project Perspective from South Ivy Street and East 2nd Avenue  
**Figure 4a**

No Scale

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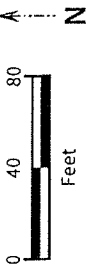
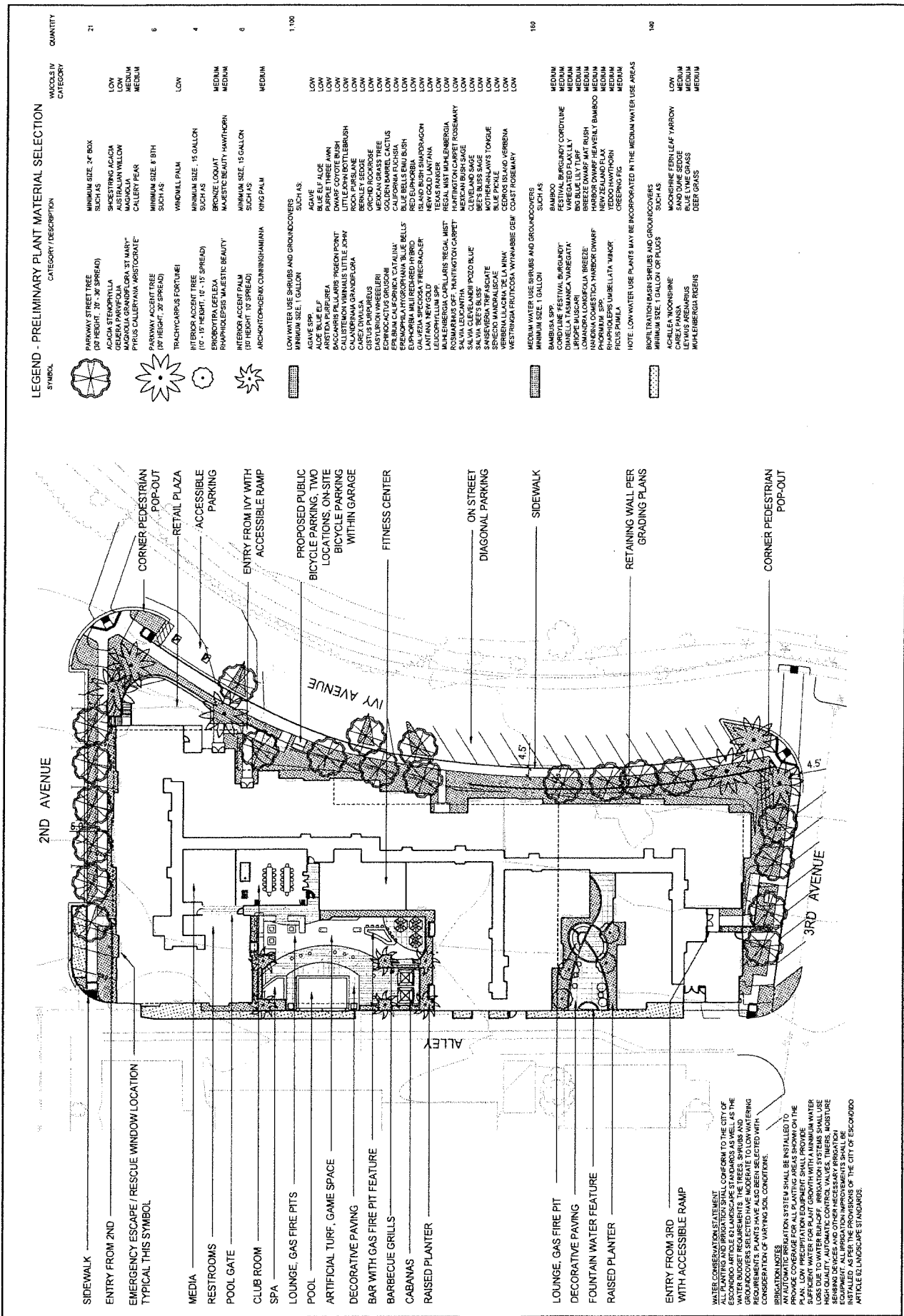




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Source: In-Site Landscape Architecture, Inc 2018

Figure 5  
Landscape Concept Plan

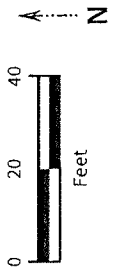
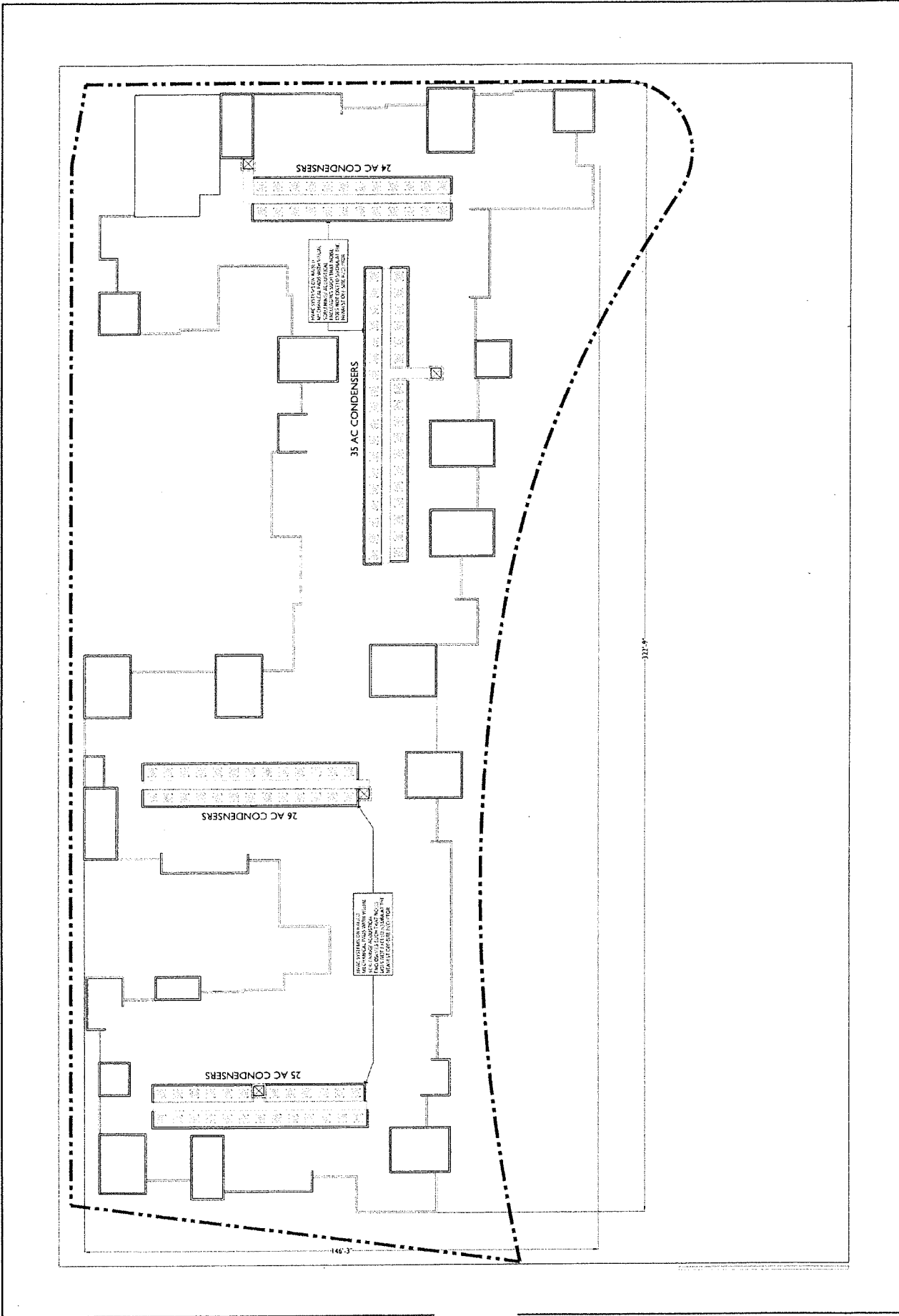


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Source: Summa Architecture, May 2018

**Figure 6**  
The Ivy Roof Plan



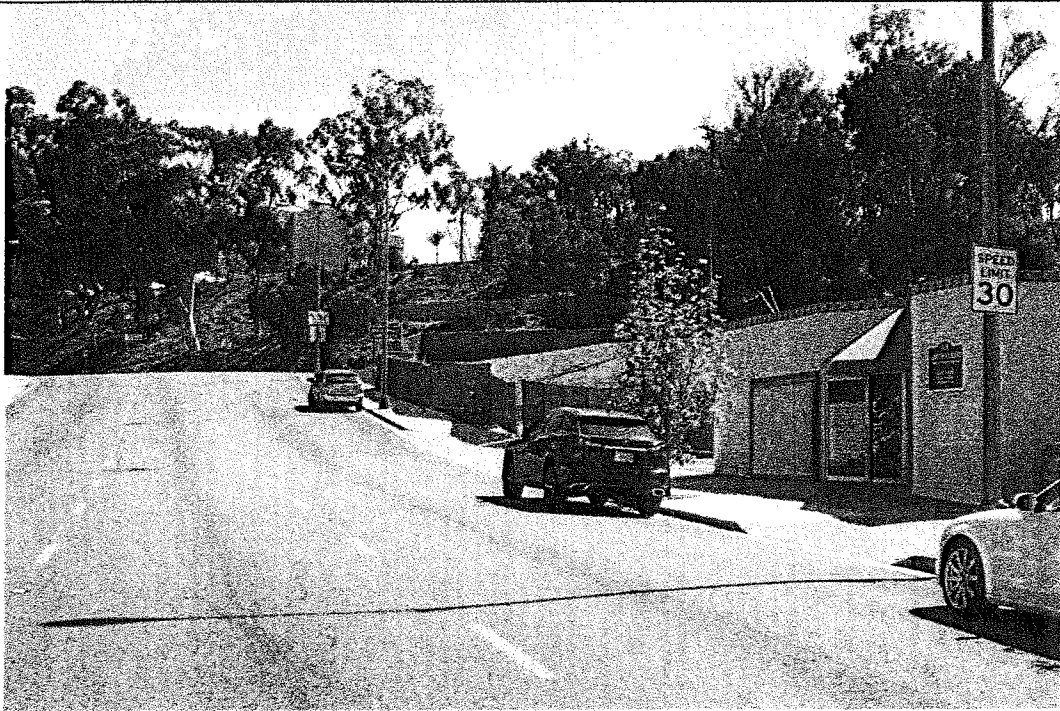
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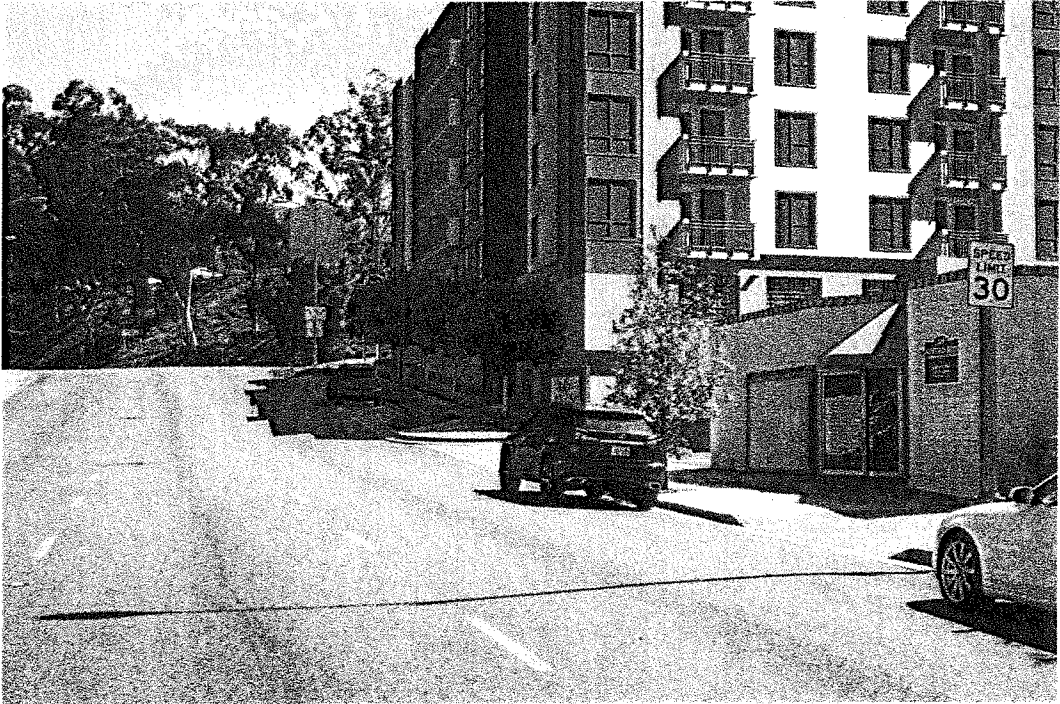
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Candidate Keyview #1 | Existing Condition



Candidate Keyview #1 | Proposed Condition



Keymap

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Source: KTU&A 2019

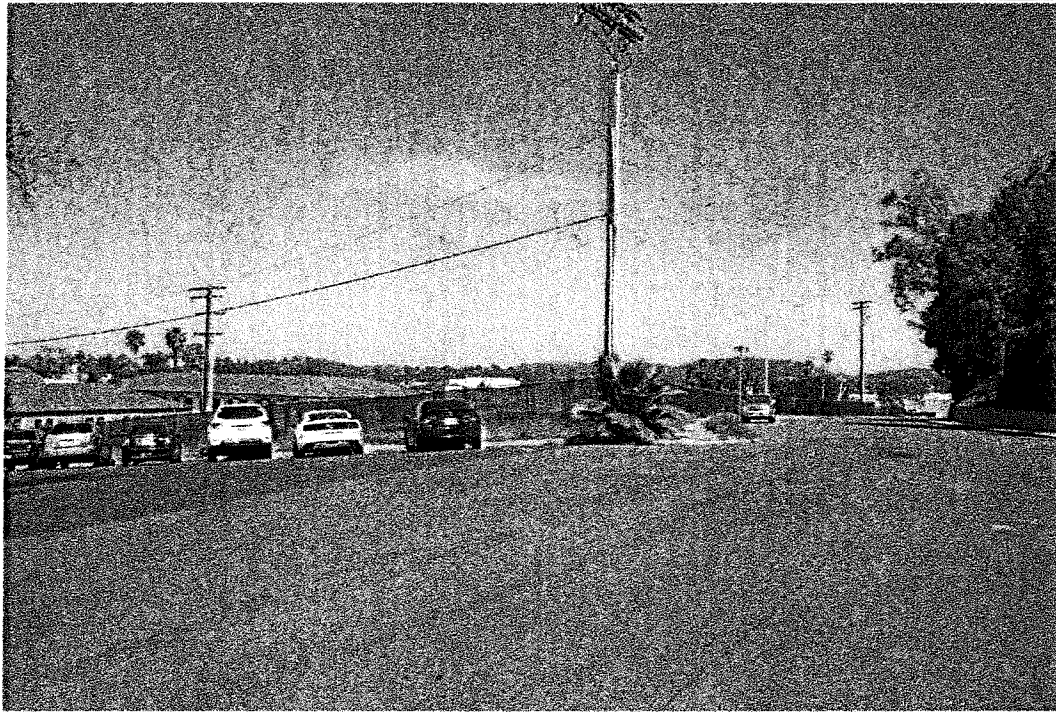


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**Figure 8**  
View from East 2nd Avenue Looking Northeast



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Candidate Keyview #2 | Existing Condition



Candidate Keyview #2 | Proposed Condition



Keymap

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Source: KTU&A 2019



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**Figure 9**  
View from South Ivy Street Looking Northwest

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