

CITY OF ESCONDIDO

Planning Commission and Staff Seating



A. CALL TO ORDER: 7:00 p.m.

B. FLAG SALUTE

C. ROLL CALL:

D. MINUTES: 07/22/14

The Brown Act provides an opportunity for members of the public to directly address the Planning Commission on any item of interest to the public before or during the Planning Commission's consideration of the item. If you wish to speak regarding an agenda item, please fill out a speaker's slip and give it to the minutes clerk who will forward it to the chairman.

Electronic Media: Electronic media which members of the public wish to be used during any public comment period should be submitted to the Planning Division at least 24 hours prior to the meeting at which it is to be shown.

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

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

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

If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications" which is listed at the beginning and end of the agenda. All persons addressing the Planning Commission are asked to state their names for the public record.

Availability of supplemental materials after agenda posting: any supplemental writings or documents provided to the Planning Commission regarding any item on this agenda will be made available for public inspection in the Planning Division located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

The City of Escondido recognizes its obligation to provide equal access to public services for individuals with disabilities. Please contact the A.D.A. Coordinator, (760) 839-4643 with any requests for reasonable accommodation at least 24 hours prior to the meeting.

**The Planning Division is the coordinating division for the Planning Commission.
For information, call (760) 839-4671.**

E. WRITTEN COMMUNICATIONS:

"Under State law, all items under Written Communications can have no action, and will be referred to the staff for administrative action or scheduled on a subsequent agenda."

1. Future Neighborhood Meetings

F. ORAL COMMUNICATIONS:

"Under State law, all items under Oral Communications can have no action, and may be referred to the staff for administrative action or scheduled on a subsequent agenda."

This is the opportunity for members of the public to address the Commission on any item of business within the jurisdiction of the Commission.

G. PUBLIC HEARINGS:

Please try to limit your testimony to 2-5 minutes.

1. TENTATIVE MAP, ANNEXATION AND DEVELOPMENT AGREEMENT – SUB 13-0011; PHG 13-0043; PHG 13-0044 AND ENV 13-0015:

REQUEST: Annexation totaling 5.7 acres involving development of a 13-lot Tentative Tract Map with grading exemptions for peripheral fill slopes up to 13 feet in height, demolition of one single family dwelling, related storage structures, and on-site vegetation in the R-1-10 prezone (single-family units – 10,000 SF minimum lot size) on 4.2 acres, and annexation of three adjacent vacant properties (no development proposed) on 1.5 acres. The request includes detachment from County Special District 135, construction of various on and off-site streets and utilities infrastructure on portions of Ash Street, Stanley and Lehner Avenues fronting the project. A Development Agreement is also proposed with a five-year term that authorizes construction in exchange for upgrading existing water, street and drainage infrastructure in the area as well as additional fees toward future construction of priority street and drainage improvements in the North Broadway area. The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: 2056 N. Ash Street, in addition to three vacant properties (APNs: 224-142-26, 27, 28) including fronting roadways of Stanley and Lehner Avenues.

ENVIRONMENTAL STATUS: A Mitigated Negative Declaration was issued on June 20, 2014. Mitigation measures were developed to reduce potential biological, noise, transportation/traffic and hydrology impacts to less than significant levels.

APPLICANT: Pacific Land Investors, LLC

STAFF RECOMMENDATION: Approval

COMMISSION ACTION:

PROJECTED COUNCIL HEARING DATE:

2. APPEAL OF AN ADMINISTRATIVE DECISION – ADM 14-0121:

REQUEST: An appeal of a Land Use Determination made by the Director of Community Development. The Director has determined that a 99 Cents Only Store proposed in the former Fresh and Easy building located within the East Valley Parkway Area Plan is a “retail use with across the board maximum pricing or ‘everything under’ pricing,” and is therefore not allowed within the East Valley Parkway Area Plan.

PROPERTY SIZE AND LOCATION: The approximately 1.56-acre site is located on the western side of Ash Street, between Washington Avenue and East Valley Parkway, addressed as 415 N. Ash Street.

ENVIRONMENTAL STATUS: This land use determination is not subject to CEQA review.

APPLICANT: Ash Street Ventures, LLC

STAFF RECOMMENDATION: Consider the appeal in light of a recent City Council decision on a similar appeal.

COMMISSION ACTION:

PROJECTED COUNCIL HEARING DATE:

H. CURRENT BUSINESS:

Note: Current Business items are those which under state law and local ordinances do not require either public notice or public hearings. Public comments will be limited to a maximum time of three minutes per person.

I. ORAL COMMUNICATIONS:

"Under State law, all items under Oral Communications can have no action and may be referred to staff for administrative action or scheduled on a subsequent agenda."

This is the opportunity for members of the public to address the Commission on any item of business within the jurisdiction of the Commission.

J. PLANNING COMMISSIONERS

K. ADJOURNMENT

CITY OF ESCONDIDO

**MINUTES OF THE REGULAR MEETING OF THE
ESCONDIDO PLANNING COMMISSION**

July 22, 2014

The meeting of the Escondido Planning Commission was called to order at 7:00 p.m. by Chairman Weber in the City Council Chambers, 201 North Broadway, Escondido, California.

Commissioners present: Jeffery Weber, Chairman; Bob McQuead, Vice-chairman; Ed Hale, Commissioner; James Spann, Commissioner; Merle Watson, Commissioner; and Guy Winton, Commissioner.

Commissioners absent: Gregory Johns, Commissioner.

Staff present: Bill Martin, Deputy Planning Director; Jay Petrek, Assistant Planning Director; Homi Namdari, Assistant City Engineer; Gary McCarthy, Senior Deputy City Attorney; Kristina Owens, Associate Planner; and Ty Paulson, Minutes Clerk.

MINUTES:

Moved by Commissioner Winton, seconded by Commissioner Spann, to approve the minutes of the June 24, 2014, meeting. Motion carried unanimously. (6-0)

WRITTEN COMMUNICATIONS – Received.

FUTURE NEIGHBORHOOD MEETINGS – None.

ORAL COMMUNICATIONS – None.

Taken out of order.

PUBLIC HEARINGS:

1. **TENTATIVE PARCEL MAP, CONDITIONAL USE PERMIT AND ADMINISTRATIVE ADJUSTMENT – SUB 14-0003; PHG 14-0010 AND ADM 14-0031:**

REQUEST: A proposed Tentative Parcel Map to subdivide an existing 0.58-acre single-family residential lot in the R-1-7 (Single-Family Residential, 7,000 SF

minimum lot size) zone into two (2) lots (8,018 SF and 9,632 SF), in conjunction with a Conditional Use Permit for a 22-foot wide easement access to the rear lot. The request also includes, an Administrative Adjustment for a 25% reduction of the required side yard setback from 10' to 7.5' and the required rear-yard setback from 20' to 15' for an existing single-family residence to remain on Parcel 1 and a 25% reduction to the required front-yard setback for Parcel 2 from 15' to 11.25'. The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: Approximately .58-acres, on the west side of Miller Avenue, north of Danica Place and south of Montview Drive, addressed as 1935 Miller Avenue (APN 236-332-13)

Bill Martin, Deputy Planning Director, referenced the staff report and noted staff issues were whether the 22-foot wide private access easement was appropriate, and whether the reduced setbacks for Parcel 1 and Parcel 2 was appropriate. Staff recommended approval based on the following: 1) Staff felt the additional one lot with easement access would be consistent with existing development patterns, adequate parking could be provided on-site, sufficient fire access could be maintained, and an existing six (6) foot high wooden fence along the northern property line would be constructed to buffer the potential noise and light impacts associated with vehicles utilizing the access easement; and 2) Staff felt the reduced street side-yard setback from 10' to 7.5' and the required rear-yard setback from 20' to 15' for parcel 1 is appropriate since the reduction of the required street side-yard setback would not adversely affect any of the surrounding properties to the north and to the south; the distance to the nearest property to the north is 50+ L.F. and 50+ feet to the proposed development on Parcel 2. Common property line fencing six-feet high was conditioned to be provided between Parcel 1 and Parcel 2.

Michael Kuchek, Escondido, applicant, noted that he was available for questions.

ACTION:

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

CONSENT CALENDAR:

- 1. Approve Planning Commission Resolution 6015 DENYING Conditional Use Permit (PHG 14-0017) for government services to operate a 96-bed unaccompanied youth care facility and DENIAL of an associated extension of time for an existing skilled nursing residential care facility in the RE-20 zone.**

Location: 1817 Avenida Del Diablo

Jay Petrek, Assistant Planning Director, referenced the staff report and noted the Commission had the following options: 1) Approve the resolution; 2) Approve the resolution with edits to be incorporated into the resolution; 3) Deny the resolution with edits to be incorporated into the resolution; and 4) Vote to reconsider the Conditional Use Permit at a future public hearing.

Carlos Ronanillo, Escondido, asked if a translator was available, noting that this might be worth considering for future meetings. Mr. Martin replied in the negative, noting staff had not received a request for a translator. Mr. Ronanillo noted that he was a field organizer for the North County Latino Organizing for Action. He felt the Commission had the opportunity to change eight years of discrimination, hate, and injustice in the City. He asked that the Commission reverse its previous decision on this matter.

Pedro Rios, San Diego, Director of American Friends Service Committee and Boardmember of Immigrant Rights Consortium, stated that he stood before City Council eight years ago to address what he considered to be politics of hate, bigotry, and intolerance during the housing ordinance. He felt the City needed to take a stand against hate, bigotry, and intolerance by removing the tarnished image of the City. He asked that the Commission reverse its previous decision on this matter.

Joanne Tenney, Escondido, stated that Southwest Key would provide the needed stability and security for the subject children as well as provide basic psychological and health services until they were able to be united with their families. She stated that each of these children deserved due process. She stated that many of the children were fleeing gangs, murder, rape, and kidnappings. She asked that the Commission reverse its previous decision on this matter.

Becky Collins, Escondido, stated that Enrique Morones changed her perspective that this was a human issue. She stated that the subject project would meet the government's requirements for housing these minors in an area

that provided access to physical activities, social services, education, and mental and physical health care.

Ron Kohl, Escondido/San Marcos, stated that he was appalled at the last meeting, noting he and others in favor of the facility were hassled and booed by the public. He asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. He stated that the City was 52% Latino, noting there was no Latino representation on the Commission.

Luis Romero, Escondido, asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. He felt that the subject facility would accommodate the proposed use, noting it was bordered by a church and high school with the closest house being over 300 feet away.

Christina Gonzales, San Diego, representing Justice Overcoming Boundaries, stated that she heard Escondido was little Arizona. She felt that the Latino population needed to be represented. She asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017 to provide for unaccompanied immigrant children.

Andrea Seavey, Escondido, was concerned with Escondido abandoning the subject children when they could be accommodated. She stated that these children needed to be considered when they had come so far at a high risk.

Bill Durney, Escondido, thanked the Commission for their service to the City.

Mark Dillon, Poway, Chairman of Human Relations Commission, stated that institutional bias was when the law was legally applied unfairly or inconsistently to a population. He questioned whether the Commission's decision would have been the same if the \$8 million in rehabilitation moneys would have been for a residential care facility. He indicated that the subject immigrants were following the law that was established by the Federal Government and not allowing this was what he considered institutional bias.

Pat Allison, Escondido, appealed to the Commission's humanitarian and spiritual side to help the subject children.

Steven Garcia, Escondido, expressed his view that the Commission was rejecting children from countries where they needed to escape great economic disparities and violence. He stated that the facility would provide a sense of compassion and a chance for a better life for these children.

Laura Kohl, Escondido, stated that she was horrified at the last meeting regarding the Commission's decision as well as feeling that some commissioners showed contempt and disrespect for the freedom of speech. She asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017.

John Valdez, Escondido, felt a great nation was guided by its principals, especially when children were involved. He stated that the 2008 Immigration Act provided support for unaccompanied minors. He asked that the Commission be compassionate towards these children.

Chairman Weber noted that the Commission's previous decision was based on land use matters, noting that the subject item was being considered on the conditions. He asked that the public try and keep their comments to land use issues or the findings of fact.

Armando Telles, Escondido, asked that the Commission pull this agenda item for discussion and reconsideration. He stated that while he was in the Marine Corp they provided humanitarian relief for people in need. He stated that the City could do the same since it had the resources and facilities. He also felt approving the facility would help demonstrate why veterans should live in Escondido.

Reverend Sharon Wylie, Minister at Chalice Unitarian Universalist Congregation, Escondido, noted that she was speaking on behalf of herself. She asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. She stated that the facility would bring jobs to the City and was licensed by the State. She indicated that the police and fire department had no concerns about providing services to the site. She noted that facility would have no parking or EIR issues. She also indicated that the reference letters for Southwest Key were glowing.

Ricardo Favela, Fallbrook, felt that hate influenced the Commission's previous decision. He stated that not all people in Escondido hated or were afraid of children.

Peter Armstrong, San Diego, felt that the subject use would be under a Conditional Use Permit with conditions that would mitigate any negative impacts on the surrounding area. He felt the proposed use would not create any additional issues and asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017.

Edward Hall, Escondido, felt that the Planning Commission's previous decision on this matter had damaged the City long term. He questioned whether

businesses would want to locate in Escondido. He asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017.

Alejandra Ramos, Escondido, stated that the subject children needed help. She indicated that the subject facility would provide jobs and provide \$8.5 million in stimulus to the City. She also expressed her concern with the public not being accommodated at the last meeting when the doors were closed.

Daisy Resendiz, Escondido, felt she was a perfect candidate to work at the Southwest Key facility. She stated the facility and its programs would provide over 40 jobs with benefits. She noted that Southwest Key's programs provided food, shelter, and materials to its youth as well as providing revenue opportunities for other businesses. She stated that the program would provide \$8.5 million per program per year. She expressed her view that the Commission's previous decision on this matter was based on hateful, racist, uninformed opinions by the public. She stated that she was in favor of having Southwest Key in Escondido.

Luis Gomez, Santee, asked that the Commission reconsider its previous decision on this matter. He stated that the facility would be under the Federal Government for children who would be under the protection of the Federal Department of Health and Human Services. He felt denying this request obstructed the Federal Government's ability to do its job and could result in legal ramifications. He asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017.

Charles Stichter, Escondido, asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. He stated that the subject facility cost nothing to the City, would create jobs, and bring Federal moneys to the City. He expressed his concern for the subject children's safety.

Sharon Cullity, San Marcos, questioned where our American values were if the subject facility was not approved. She expressed her concern for the safety of the subject children.

Kathleen Lamb, Escondido, asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017, feeling it would be an appropriate land use for unaccompanied immigrant children.

Deborah Coon, San Diego, asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. She felt this was a moral issue. She also felt the shelter would be a good use for vacant facilities to protect children.

Patricia Bennett, Escondido, felt anything that lured individuals to come illegally to the United States at great danger to them was inhumane.

Meghan Quade, Escondido, concurred with the Commission's previous decision on this matter. She stated that the subject facility would create parking and security issues for the neighborhood.

Jack Bennett, Escondido, concurred with the Commission's previous decision on this matter. He stated that many of the children were brought by paid coyotes, feeling these children needed to be in their home country with their parents.

Victor Hernandez, Escondido, asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. He questioned whether the decision was based on where the subject children came from. He expressed his concern for the safety of these children.

Tania Fonseca, Escondido, asked that this item be pulled from the consent agenda. She felt the Commission's previous decision did not consider the benefits the facility would bring to the City. She noted that the facility would bring \$8.5 million to the City with no local tax money being used for the shelter, and create over 100 jobs. She asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017 and approve the shelter for unaccompanied immigrant children.

Kathleen Zapata, Poway, stated that she was a Federal Government employee trying to ensure that the subject children not compromise the Federal Government's obligation to care for them safely and ensure that their due process rights were respected. She asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. She noted that the subject facility would cost the City nothing and benefit the City with Federal tax dollars.

Christian Benandes, San Diego, expressed his concern for the children being subjected to extreme violence. He asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017.

Estela Jimenez, San Diego, asked that the Commission show compassion on the subject children who were risking their lives to come to America. She noted that many of these children did not have parents. She felt that the City should find a suitable location to help these children.

Idis Mendoza, Escondido, asked why the Commission did not stand up for her at the last meeting when she was being disrespected while talking at the podium. She felt the Commission should be ashamed of itself. She stated that denying this facility would cost the City up to 400 jobs and \$8.5 million to the local economy. She felt the Commission had formed its previous decision by the opinions of racist individuals versus what was best for the community.

Marjorie Frye, San Diego, asked that the Commission pull this agenda item for discussion and reconsideration. She felt action was needed to help resolve the issue with the subject children.

Lillie Sanchez, Oceanside, asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. She stated that this was a humanitarian issue. She indicated that the facility would provide jobs to the City and at the same time make its residents proud. She asked that the Commission stop being bullies.

Jesus Perez, Escondido, asked that the Commission pull this agenda item for discussion and reconsideration, noting that the Commission did not hear from the individuals in support of the shelter. He felt Escondido had a line of division. He stated that resources were available to help these children. He also stated that there was no such thing as an illegal human being.

Kathleen Mayfield, Escondido, supported the Commission's previous decision on this matter based on land use.

Wendy Gonzales, Escondido, stated that many individuals did not agree with the Commission's previous decision. She indicated that many individuals supported a shelter that would help the subject children find their family and at the same time provide dignity to them.

William Hagerty, Escondido, supported the Commission's previous decision based on land use. He felt the facility resembled a holding facility or jail. He also expressed his concern with the opinions from those outside the community.

Robert Walker, Escondido, supported helping the subject children. He felt the subject site was inappropriate for the proposed use and recommended that the Commission consider the other two properties that were reviewed.

Karen Plasancia, Oceanside, felt the Commission allowed the public to be disrespectful at the last meeting to individuals in favor of the shelter. She felt the Commission's decision was ruled by rightwing conservatives in the City. She felt that America was founded on genocide and rape.

Francisco Ramirez, Escondido, stated that Escondido had an anti-immigrant mentality, noting that his family and friends lived in fear. He asked that the Commission pull this agenda item for discussion and reconsideration.

Liz Ortiz, Escondido, felt opening the subject shelter would allow for a homelike experience for the subject children. She asked that the Commission pull this agenda item for discussion and reconsideration. She did not feel the subject shelter would have adverse impacts on noise or traffic, noting that the children would not have visitors.

Lily Ortiz, Escondido, stated that subject children were fleeing their homes due to being subject to violence, persecution and gangs. She felt as Americans we needed to hold true to our values of fairness, equality, and due process. She asked that these children have refuge in the City.

Theresa Tugwell, Escondido, concurred with the Commission's previous action on this matter. She stated that she was appalled at the signs in the audience of racism and hatred.

Sandra Romero Barohora, San Diego, asked that the Commission open their hearts to the subject children, noting some came from Honduras, Central America, and Mexico. She stated that as a Yuma right defender she had been inside the subject situation with her county with children who had been murdered due to drug and gun traffic. She stated that sending these children back would kill them. She questioned why not share in giving these children an opportunity.

Larry Demry, Escondido, felt that most of the comments should be directed to the Federal Government and not the Commission. He stated he was in favor of the Commission's previous decision on this matter.

Kitty Demry, Escondido, asked that the Commission vote to deny the subject Conditional Use Permit based on land use issues. She felt the surrounding neighborhood would be negatively impacted by the subject facility.

Joan Gardner, Escondido, thanked the Commission for its decision at the previous meeting, noting her view that it would be an incompatible use with the neighborhood. She also felt that there was no comparison between the other Southwest Key facility with 14 beds and the proposed facility with 96 beds.

Yazmin Perez, Escondido, stated she had witnessed many injustices and inequalities in Escondido. She felt we had a moral and legal obligation to take care of the subject children and to provide them with equal protection, a

commitment to justice, and basic human dignity. She asked that the Commission pull this agenda item for discussion and reconsideration, reverse its decision to deny Conditional Use Permit PHG 14-0017, and approve the shelter for unaccompanied immigrant children.

Sister Maureen Brown, Oceanside, stated that the subject children were our sisters and brothers in the family of God. She asked that the land use issues be seen in a humanitarian context. She stated that the well-being of these children fell under a higher law. She asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017 and approve the shelter for unaccompanied immigrant children.

Doris Cruz, Escondido, asked that the Commission hear what the public comments were and represent Escondido.

Joseph Bologna, Escondido, stated that what he could do for his country is to remind them that they needed to protect our borders. He noted that the subject children came here through no fault of their own. He indicated that the Federal moneys being cited for the project originally came from taxpayers. He stated that the job of the Commission was to base its decision on the criteria.

Chairman Weber recessed the meeting at 8:20 p.m. and reconvened the meeting at 8:31 p.m.

Maria-Isabel Roco, Escondido, felt insulted at the last meeting regarding some of the comments being allowed to be made, noting her view that the Commission failed to control the meeting. She asked that the Commission pull this agenda item for discussion and reconsideration.

Caroline Theiss-Aird, Vista, stated that she was representing her friends from Escondido due to her friends feeling threatened at the last meeting. She stated that the subject facility would not be a detention center, noting it would be a children's center operating under Health and Human Services. She questioned how the subject facility was denied based on land use issues when it was previously a nursing facility with traffic from ambulances, visitors, and doctors and nurses. She asked that the Commission pull this agenda item for discussion and reconsideration.

Citlalli Aquino, Oceanside, stated that her generation was ashamed because they were going to have to fix this generation's mistakes. She indicated that unaccompanied minors had been accepted since the beginning of the migration to the United States. She questioned why the City could not accept the subject unaccompanied minors. She stated that it was unlawful to send these children

back to their county. She noted that these children were too young to fill out their own paperwork. She elaborated that unless a person was a Native American then you that person came from immigrants.

Daniel Perez, Escondido, asked that the Commission control both sides, expressing his concern to see the community divided. He stated that he would be providing a solution to City Council at their next meeting.

Rico Avelar, Escondido, thanked the Commission for its previous action on this matter. He did not feel Google or other companies would come to Escondido because it had the market cornered on illegal immigrants. He expressed his view that the workforce needed to be educated in order for Escondido to grow and have good jobs.

Frank Fitzpatrick, Escondido, supported the Commission previous decision on this matter based on land use. He felt it was incumbent upon Health and Human Services to find a suitable location and bring it to the City.

Rebecca Rauber, Lemon Grove, stated she the Southwest Key facility in Lemon Grove had operated without issues and provided jobs and funds to the City. She questioned how the subject facility was denied based on land use issues when it was previously a nursing facility with varying employee shifts, and traffic from visitors and ambulances. She indicated that the subject facility would provide interim therapeutic care for children who had been threatened with murder, rape, torture, and gang violence. She also stated that these children were here legally.

Duncan Fane, Escondido, asked that the Commission uphold its previous decision on this matter. He noted that the Federal Government had plenty of processing facilities, noting his view that Escondido did not have the resources to handle this situation.

Edith Vega, Escondido, asked that the Commission reverse its previous decision on this matter, noting her concern for the subject children sleeping on concrete floors. She also noted that this would be a temporary solution.

Karen Guzmán, Escondido, stated that the subject children were here for due process and had a Federal right to be here. She felt the subject facility would be appropriate since the previous facility had worked. She also noted that the subject shelter would bring in \$8.5 million to the City, provide jobs, and protect young girls.

Tyler Felan, Escondido, stated that the previous land use was for the elderly and sick, noting his view that it should not be used for illegal immigrants. He questioned who would pay for the subject facility when the City was operating on a deficit.

Laree Felan, Escondido, felt that respect for the county and its laws needed to be considered when Americans had bled for these rights, noting her view that illegal immigrants felt they were entitled to these rights. She expressed her concern with the country's future when it was helping every non-citizen and impacting her children's lives.

Jim George, Escondido, felt that the Federal Government had let the country down. He stated that he was in favor of the Commission's previous decision on this matter.

Sara Gurling, San Diego, stated that she was the labor representative for the employees at the Palomar Continuing Care Center which had over 100 employees, medically infirmed adults with a high turnover, visitors, meal deliveries, doctor visits, and medical transports. She felt that the land use claims for denying the shelter were unfounded.

Carlos Morales, Escondido, stated that this was a humanitarian issue, noting that the subject shelter could be manned by volunteers due to so many people being passionate about this issue. He asked that the Commission reconsider its previous decision on this matter.

Haley Suarez, Escondido, asked that the Commission reconsider its previous decision on this matter. She questioned what freedom meant to the Commission. She stated that the subject shelter would provide jobs and opportunities for volunteers.

Paula Cruz, Escondido, asked if the commissioners had spoken to their religious leader or God for advice on this matter.

Father Don Green, Escondido, felt that the City's past decisions regarding the 2006 rental ban, garage conversion ordinance, and parking permit ordinance were only a consideration for what ethnicity was using the land of the City that was taken into account. He asked that the Commission move to reconsider its previous decision on this matter, feeling it would stop the trend of presumably racist policies in the City. He also stated that the subject facility met the needs of the land use policies according to the staff report.

Mario Moreno, Escondido, stated that this was a humanitarian issue. He then read quotes from his T-Shirt, noting he was a screen printer.

Chairman Weber read the guidelines for granting a Conditional Use Permit.

Commissioner Winton stated that based upon the testimony and facts that were elicited from the attorney for Southwest Key who admitted it would be detention facility and the other factual finds, he moved to approve Resolution 6015.

ACTION:

Moved by Commissioner Winton, seconded by Chairman Weber, to approve staff's recommendation to approve Resolution 6015 denying Conditional Use Permit (PHG 14-0017) for government services to operate a 96-bed unaccompanied youth care facility and denial of an associated extension of time for an existing skilled nursing residential care facility in the RE-20 zone.
Motion carried unanimously. (6-0)

2. AMENDMENT TO THE ZONING CODE – AZ 14-0001:

REQUEST: An amendment to Article 16, pertaining to commercial zones, involving adding Planned Development - Office (PD-O) and Planned Development – Mixed Use (PD-MU) as new commercial zones implementing the Planned Office designation and mixed-use overlay of the General Plan, eliminating the Hospital Professional (HP) zone and incorporating the uses and development standards into the Commercial Professional (CP) zone, and amending/updating the matrix list of permitted and conditionally permitted principal uses for commercial zones (Table 33-332). No property zone changes are proposed at this time; staff will conduct a comprehensive zone change involving all properties affected by the General Plan update at a later time. The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY LOCATION: Citywide

Jay Petrek, Assistant Planning Director, referenced the staff report and noted staff issues were whether adding the PD-O and PD-MU zoning designations were appropriate, whether eliminating the HP designation from the Zoning Code and consolidating its uses and development standards into the CP zone would be appropriate, and whether the proposed changes/updates to the commercial zones permitted use matrix were appropriate. Staff recommended approval based on the following: 1) The proposed new zoning designations of PD-O and

PD-MU would implement the General Plan, providing zoning categories that are consistent with the existing Planned Office designation and the mixed-use overlay of the General Plan. No zone changes are proposed at this time; 2) Eliminating the Hospital Professional zone and incorporating the land uses and development standards into the Commercial Professional zone would streamline the commercial categories of the Zoning Code and assist in attracting businesses to the area, while not adversely impacting property or business owners; 3) Requiring a Conditional Use Permit for residential care facilities in the CG zones will help prevent valuable commercial property from being used by non-commercial uses, while still allowing residential care facilities through the CUP process for appropriate locations in commercial zones; 4) Allowing existing churches to remain and expand within their boundaries, but not allowing new churches within the area designated Planned Office in the General Plan would preserve those areas at city gateways for comprehensively planned employment centers, without negatively impacting existing churches; and 5) The proposed amendment would update, modernize, and add flexibility for uses in the commercial permitted use matrix, including fixing an inconsistency among a type of residential use that is listed in the matrix twice.

Commissioner McQuead and Mr. Petrek discussed Page 3, Item 4 with regard to the language for expanding the area of a church in the PD-O zone.

Chairman Weber and Mr. Petrek discussed non-conforming residential care facilities in the HP zone. Chairman Weber asked if a CUP would be required for a residential use to convert to a 6-bed residential care facility. Mr. Petrek replied in the affirmative.

Commissioner Hale referenced the presentation map with the three churches in the PD-O zone, noting he would be opposed to limiting their expansion onto adjacent properties.

Commissioner McQuead asked if the subject churches could expand outside of the PD-O zone. Mr. Petrek replied in the affirmative.

Commissioner Winton and Commissioner Hale expressed their concern with the language not allowing for expansion of churches outside the boundary of their CUP. Mr. Petrek suggested clarifying text that allowed existing churches in the Planned Office General Plan designation to physically expand the boundary of their conditional use permits onto properties outside the Planned Office designation.

ACTION:

Moved by Commissioner Chairman Weber, seconded by Commissioner McQuead, to approve staff's recommendation with clarifying text that allowed existing churches in the Planned Office General Plan designation to physically expand the boundary of their conditional use permits onto properties outside the Planned Office designation. Motion carried unanimously. (6-0)

ORAL COMMUNATIONS:

Kitty Demry, Escondido, thanked the Commission and City for their work on the administration building near Avenida Del Diablo.

PLANNING COMMISSIONERS:

Commissioner Hale stated that he felt hand tied with regard to trying to explain to the public that the focus needed to be on land use issues. He thanked the Commission for sticking to the issues.

Chairman Weber thanked staff and the Commission for their work at this meeting.

ADJOURNMENT:

Chairman Weber adjourned the meeting at 9:36 p.m. The next meeting was scheduled for August 12, 2014, at 7:00 p.m. in the City Council Chambers, 201 North Broadway, Escondido, California.

Bill Martin, Secretary to the Escondido
Planning Commission

Ty Paulson, Minutes Clerk

PLANNING COMMISSION

Agenda Item No.: G.1
Date: August 12, 2014

CASE NUMBER: SUB 13-0011, PHG 13-0043, PHG 13-0044, ENV 13-0015

APPLICANT: Pacific Land Investors, LLC

LOCATION: The project site is located on the eastern side of Ash Street between Stanley and Lehner Avenues addressed as 2056 Ash Street.

TYPE OF PROJECT: Tentative Map with Grading Exemptions, Development Agreement and Annexation

PROJECT DESCRIPTION: Annexation totaling 5.7 acres involving development of a 13-lot tentative tract map with proposed lot sizes ranging from 10,000 – 17, 529 SF, grading exemptions for peripheral fill slopes up to 13 feet in height, demolition of 1 single family dwelling, related storage structures, and on-site vegetation in the R-1-10 zone (single-family units – 10,000 SF minimum lot size) on 4.2 acres. Annexation also includes three adjacent vacant properties on the south side of Lehner Avenue (no development proposed) on 1.5 acres. The request includes detachment from County Special District 135, construction of various on and off-site streets and utilities infrastructure on portions of Ash Street, Stanley and Lehner Avenues fronting the project. A Development Agreement is also proposed with a five-year term that authorizes construction in exchange for upgrading existing water, street and drainage infrastructure in the area as well as additional fees toward future construction of priority street and drainage improvements in the North Broadway area.

STAFF RECOMMENDATION: Approval

GENERAL PLAN DESIGNATION: Suburban (up to 3.3 dwelling units per acre)

ZONING: PZ R-1-10 (Pre-zone Single-family Residential – 10,000 SF minimum lot size)

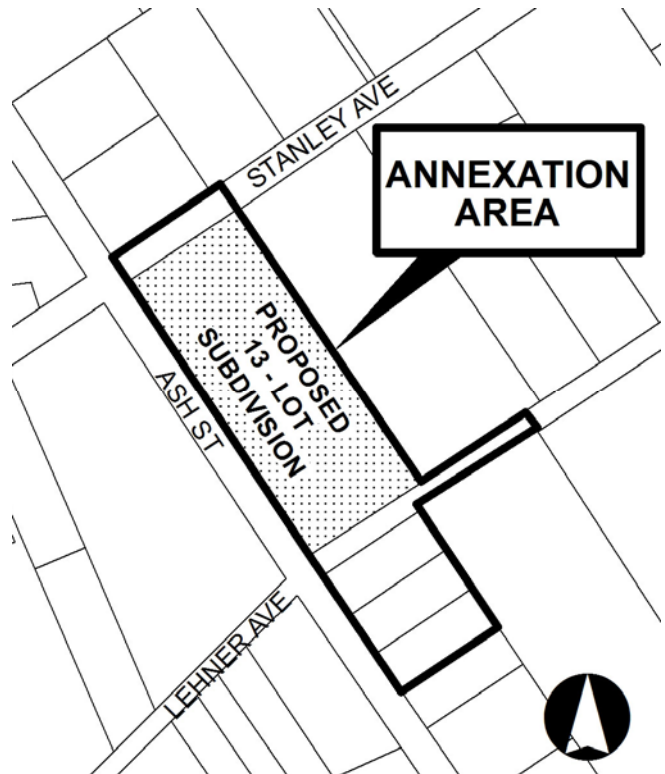
BACKGROUND/SUMMARY OF ISSUES: The 4.2-acre proposed for the 13-lot Tentative Map is within a larger unincorporated County 'island' that was rezoned R-1-10 (single family residential; 10,000 SF minimum lot size) in the early 1980s. Annexation of the entire 'island' involving several hundred acres was attempted at that time. Based on the territory's acreage and number of property owners the annexation was subject to a public vote of the residents within the affected area, which failed. Since that time several smaller annexations have been processed slowly reducing the size of the unincorporated 'island.'

The proposed Tentative Map is planned for annexation and development in conjunction with five adjacent incorporated properties under separate ownerships within the approximate 28-acre block bounded by Ash and Conway Streets, Stanley and Lehner Avenues. Pacific Land Investors (the applicant) has secured Tentative Map approvals on four of the five adjacent parcels within the block and is drafting plans for the most easterly lot adjacent to Conway Drive, which would give the applicant control to redevelop the entire block with the exception of five existing residences on the southern side of Stanley Avenue in the vicinity of Weiss Way.

It is anticipated that the applicant's assemblage of all these properties could yield a total of approximately 87 new lots within the block. The applicant is currently marketing this concept to homebuilders and it is anticipated that one builder could construct all of these subdivisions as a single project. If that occurs, it is likely that an alternative mass grading plan will be processed as opposed to the individual grading designs developed for each subdivision (See Exhibit 1 on page 7).

As part of the annexation process the applicant conducted a survey of surrounding property owners to determine whether adjacent unincorporated property owners were interested in joining the annexation. The property owner of three vacant properties totaling approximately 1.5 acres on the south side of Lehner Avenue has been included in the annexation based on his interest in developing in the future. No development plans for these vacant properties are pending at this time and would be subject to separate approval.

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



Staff feels that the issues are as follow:

1. Appropriateness of the proposed grading exemptions and alternative mass grading plan.
2. Whether the proposed Development Agreement adequately addresses infrastructure deficiencies in the area.
3. Whether the proposed annexation is an appropriate expansion for the City.

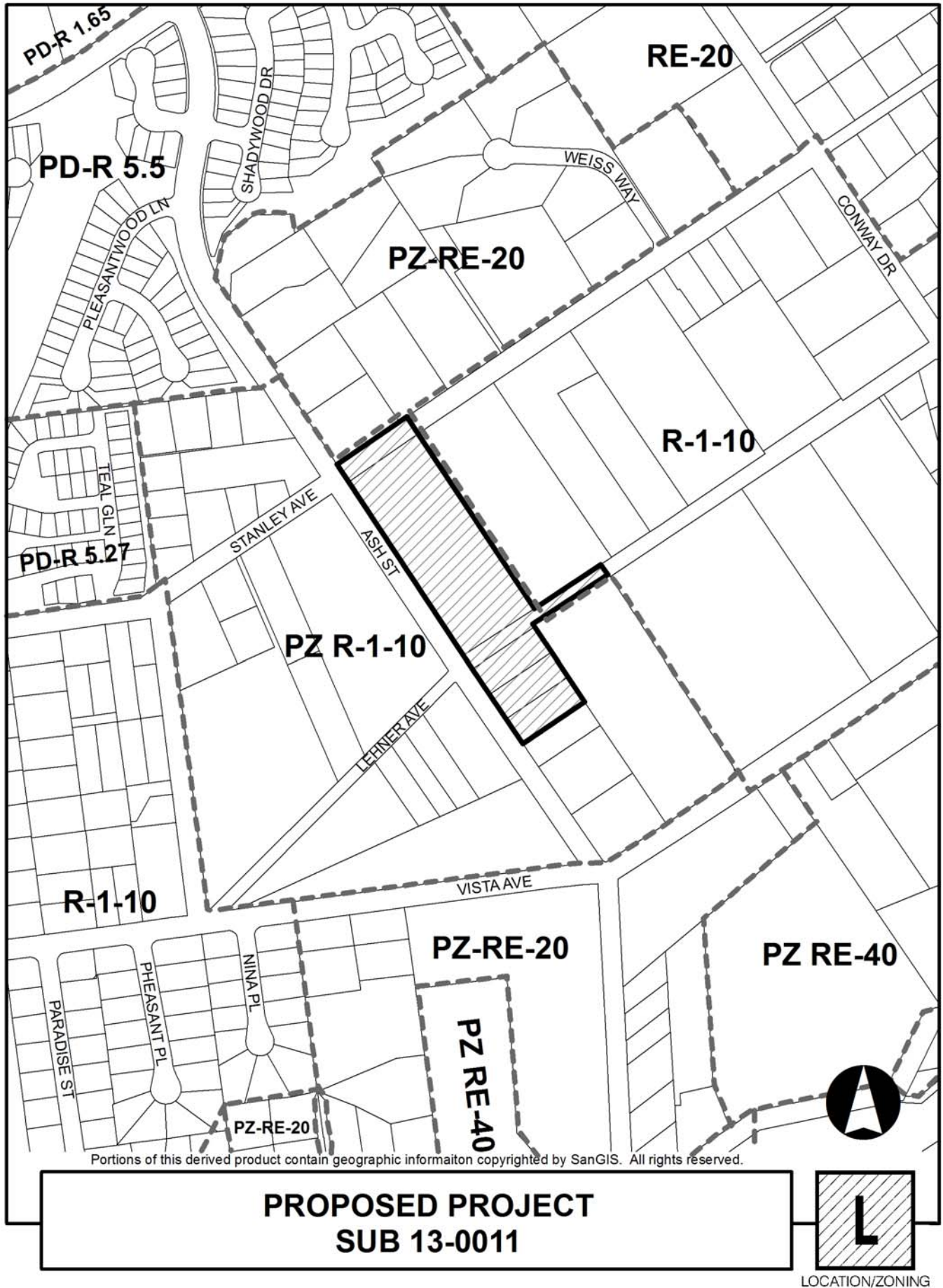
REASONS FOR STAFF RECOMMENDATION:

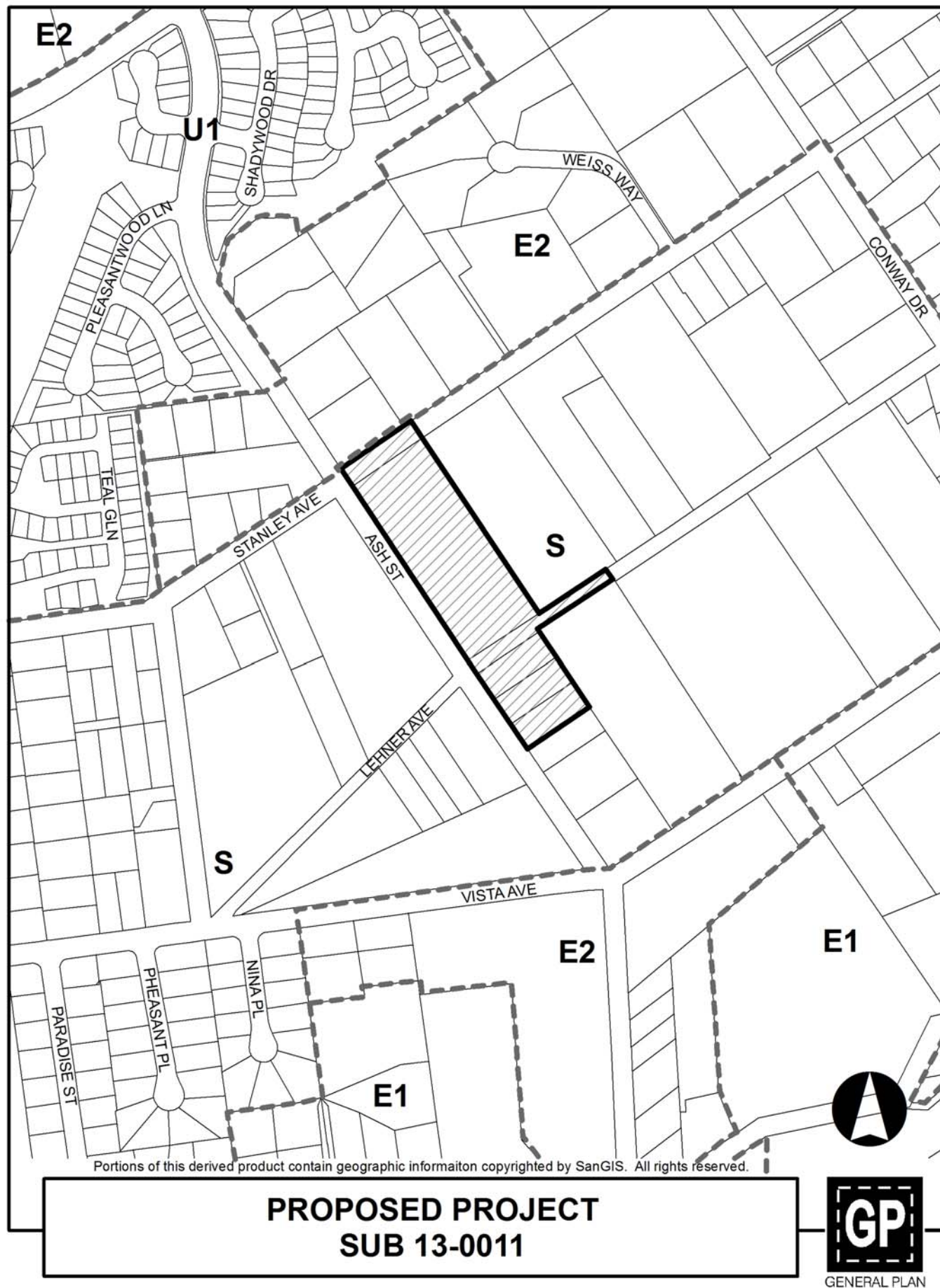
1. The applicant is proposing one Grading Exemption up to 13 feet in height for a small portion of a graded slope area that exceeds 10 feet in height within 50 feet of the property boundaries near the corner of Stanley Avenue and Ash Street. The slope areas would be most visible from western properties across Ash Street. Staff feels the proposed exemption would be appropriate given its limited height and that screening that will occur, combined with limited view opportunities from existing nearby residences.
2. Staff feels the Deficiency Fee and other terms proposed in the Development Agreement are reasonable and prudent since the agreement will allow the construction of the residential development and street and water line improvements in a coordinated fashion that will result in reduced costs while maximizing public and private resources to construct necessary public infrastructure at the earliest practicable time.
3. The annexation area is located in the city's Sphere of Influence within an 'island' of unincorporated territory surrounded by Escondido's corporate boundaries. Including this territory with the City will reduce the fragmented jurisdictional boundaries and enhance efficiencies for providing services to affected residents by consolidating public services.

Respectfully Submitted,

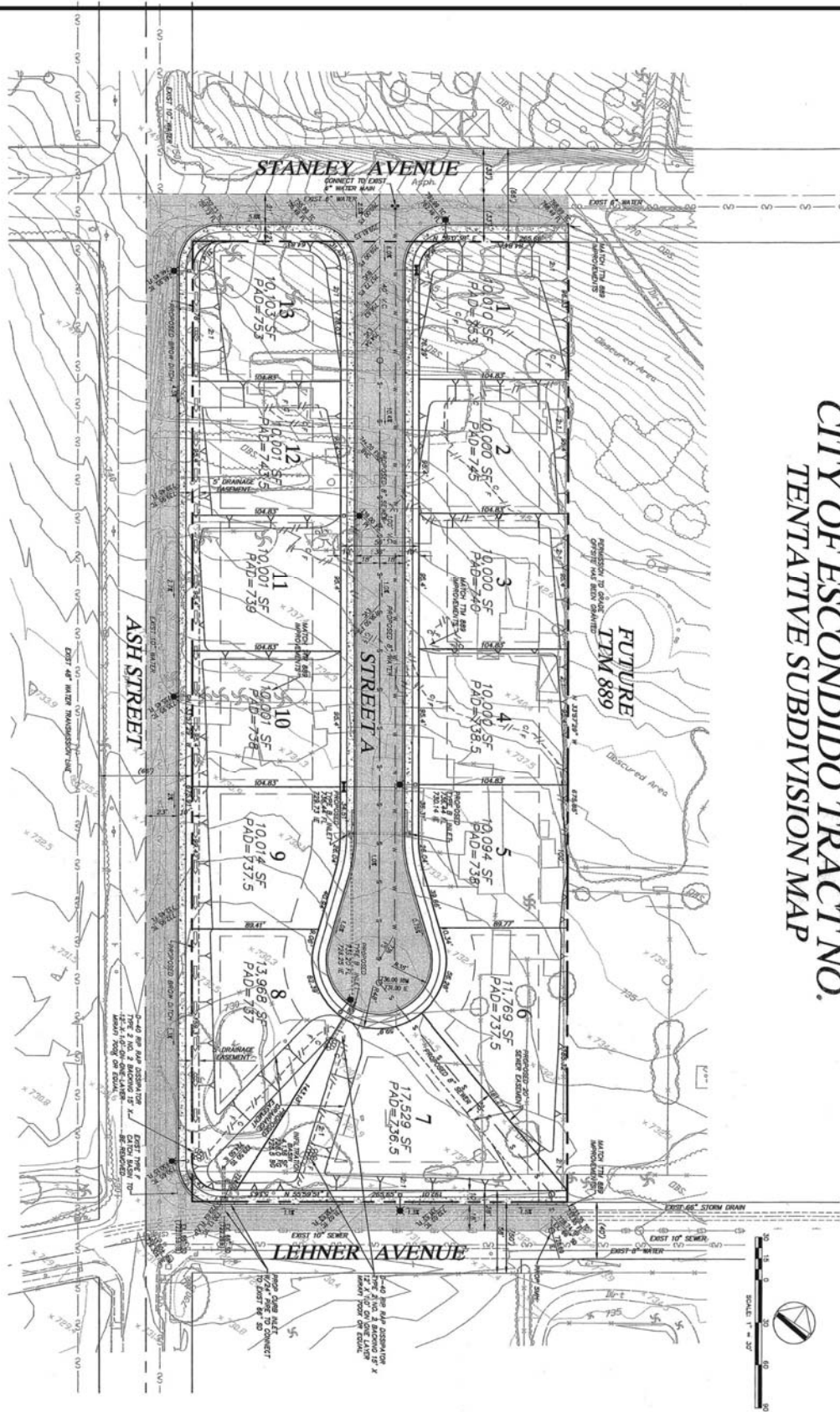
A handwritten signature in black ink, appearing to read "Jay Petrek". The signature is fluid and cursive, with the first name "Jay" and last name "Petrek" clearly distinguishable.

Jay Petrek, AICP
Assistant Planning Director





CITY OF ESCONDIDO TRACT NO.
TENTATIVE SUBDIVISION MAP



PROPOSED PROJECT
SUB 13-0011



SITE PLAN

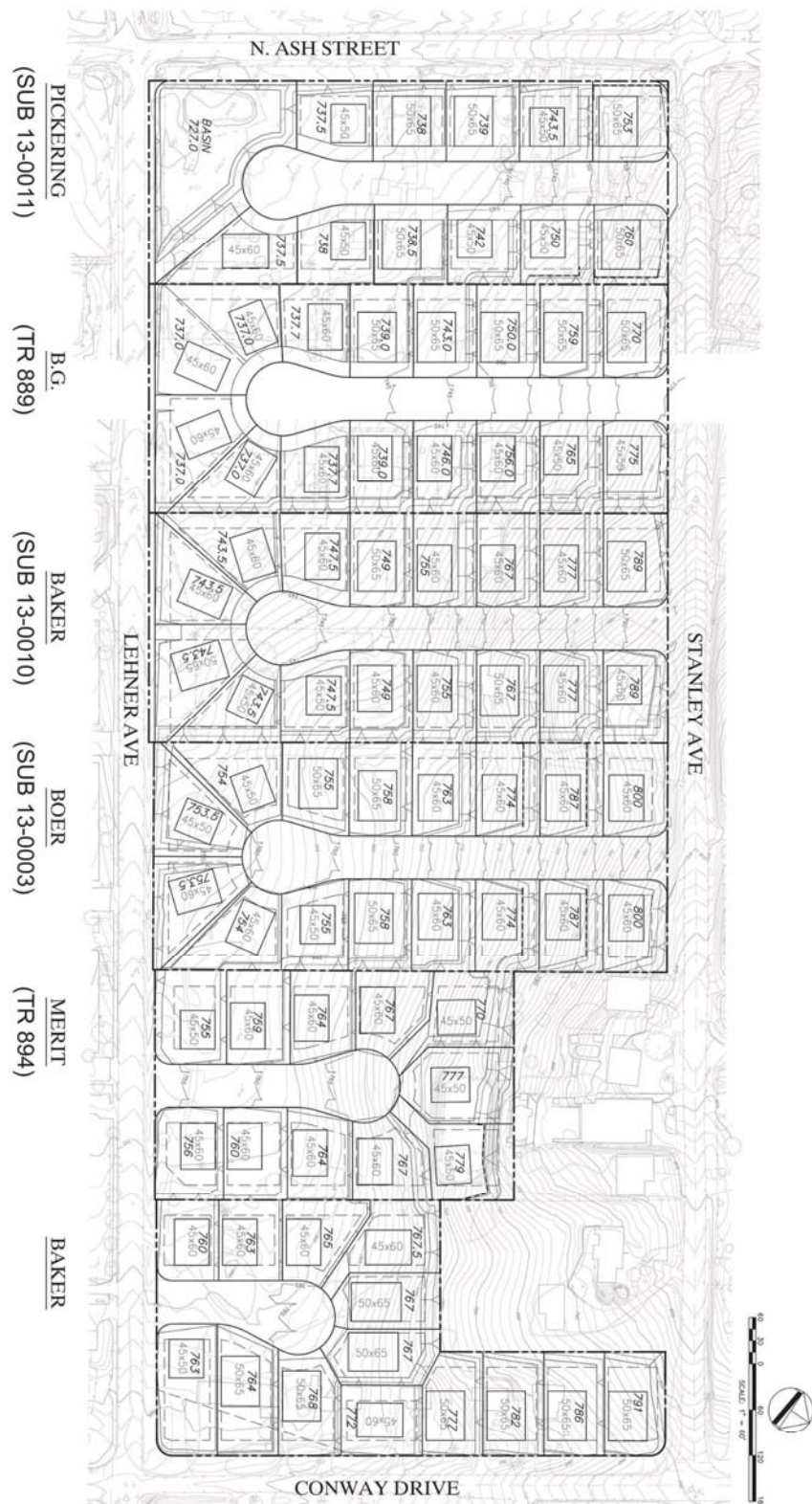


EXHIBIT 1
“STANLEY AVENUE BLOCK”
ALTERNATIVE GRADING DESIGN CONCEPT



ANALYSIS

A. LAND USE COMPATIBILITY/SURROUNDING ZONING

NORTH - PZ-RE-20 zoning (County with a City pre-zone of RE-20 Residential Estates – 20,000 SF minimum lot size) – Single-family residences on lots ranging from approximately 15,000 SF to 2.96 acres in size are located across Stanley Avenue from the project site.

SOUTH - R-1-10 zoning (Single-Family Residential – 10,000 SF minimum lot size) – Single family residences further south along Ash Street. Rincon Middle School is located on a 18.25-acre site directly across Lehner Avenue and east of the project site.

EAST - R-1-10 zoning – A vacant 5-acre parcel of land is located along the eastern boundary of the site that the applicant has under contract. The property is a previously approved Tentative Map for a 16-lot single-family residential subdivision (Tract 889) utilizing a design that is very similar to the proposed project.

WEST - R-1-10 zoning – (County with a City pre-zone of R-1-10) Across Ash Street is a vacant 5.14-acre parcel north of Lehner Avenue, and a 1.2-acre parcel south of Lehner Avenue with a single family residence.

B. AVAILABILITY OF PUBLIC SERVICES

1. Effect on Police Service – The Police Department has expressed no concern regarding their ability to provide service to the site.
2. Effect on Fire Service – The site is served by Fire Station No. 7 located approximately 1.5 miles south of the site at 1220 North Ash Street. The project would incrementally increase the need for service in the area by adding 13 single-family residences. Consistent with the Citywide Facilities Plan, this increase would be offset by the payment of Public Facilities Fees paid at the time of building permit issuance. One engine and two ambulances will respond from Station #7 within the seven and one-half minute response time specified for urbanized areas in the General Plan. The Fire Department has indicated that adequate services can be provided to the site and the proposed project would not impact levels of service.
3. Traffic – A project-specific Traffic Impact Analysis (TIA) was performed by LLG Engineers (April 4, 2014) to analyze the project's potential impacts on existing and future transportation and traffic conditions in the project area. The project takes access from Stanley Avenue, which is classified as a Local Collector (66' r.o.w.) in the Circulation Element of the Escondido General Plan. Stanley Avenue operates at Level of Service (LOS) "C" or better under existing improvement conditions with 660 average-daily-trips (ADTs). The project is calculated to generate 140 daily trips with 11 trips (3 inbound/8 outbound) in AM peak hour and 14 trips (10 inbound/4 outbound) during PM peak hour.

Project traffic impacts at intersections and along roadway segments were determined using the following scenarios: Existing Condition (based on new traffic counts); Existing + Project Traffic Condition; Existing + Cumulative Projects Traffic Condition; and Existing + Cumulative Projects + Project Traffic Condition. Another scenario (+ Adjacent Residential Projects) included all of the potential residential developments in the area currently being processed or contemplated by the applicant.

The cumulative analysis takes into account planned future changes to the roadway system. Specifically, another proposed subdivision by the applicant at Lehner and Vista is currently being analyzed by the City that involves the closure of the intersection of Lehner Avenue and Vista Avenue and the change of Lehner Avenue from a through street between Vista Avenue and N. Ash Street to a cul de sac with access only from N. Ash Street. The cumulative analysis determined that all the study area intersections are calculated to continue to operate at LOS C or better during both the AM and PM peak hours with the exception of the intersections of N. Broadway / Stanley Avenue and N. Ash Street / Lehner Avenue, which will both continue to operate at LOS D during the AM peak hour; and with the exception of the intersection of N. Ash Street and Vista Avenue, which is forecast to continue to operate at LOS F during the AM peak hour. Based on the significance criteria thresholds (increase in delay), the project's cumulative impacts on the intersection of N. Ash Street / Vista Avenue would be considered significant. All of the study area street segments are calculated to continue operation at LOS C or better on a daily basis. Therefore, the project would have no significant impacts on street segment operation based on significance criteria thresholds

A Mid-Afternoon peak hour intersection analysis was conducted for all analysis scenarios to determine the operations at the N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue intersections during the afternoon school bell release time. Peak hour counts were conducted between 2:00 PM and 4:00 PM. The mid-afternoon peak hour analysis determined that the project would have potentially significant impacts to the two intersections under the Existing + Project + Adjacent Residential Project conditions and cumulatively under Existing + Project + Total Cumulative Project Conditions. Potentially significant impacts would be associated with the change in LOS at N. Ash Street / Vista Avenue and with the anticipated delays in service at both intersections.

The Traffic Impact Analysis (TIA) prepared for this project analyzed the near-term intersection operations, near-term street segment operations, highway capacity, traffic volumes associated with the Project + Adjacent Projects, and traffic volumes associated with the Project + future (cumulative) projects. Under the scenarios analyzed for Existing + Project + "Adjacent" Residential Projects; Existing + Project + Total Cumulative Projects; and for near-term and cumulative operations during the mid-afternoon time-frame; the project was found to result in potentially significant impacts to the intersections of N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue. The potentially significant impacts are associated with the anticipated change in LOS at N. Ash Street / Vista Avenue and with the anticipated service delays at both intersections. Mitigation measures were developed to provide improvements at both of these intersections along with associated street improvements, and for paying a fair-share contribution to the future signalization of the intersection of N. Ash Street / Vista Avenue. Implementation of these mitigation measures and others in the traffic section of the Mitigated Negative Declaration will reduce potential traffic impacts to below significance.

August 12, 2014

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

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

5. Drainage – The project site is not located within a 100-year Flood Zone as indicated on current FEMA maps. There are no significant drainage courses within or adjoining the property. To account for the increase in impervious surface on site, the project includes the construction and maintenance of a bio-retention basin at the south end of the property. The basin will provide both hydromodification by retaining the peak flow volumes and peak flow velocities, and treatment prior to discharge to the existing 66-inch concrete storm drain pipe in Lehner Avenue. The project will also contribute to off-site drainage improvements through payment of a Community Benefit Fee/Infrastructure Deficiency Fee as described in the project's Development Agreement with the City. The project does not materially degrade the levels of service of the existing drainage facilities.

C. ENVIRONMENTAL STATUS

1. A Mitigated Negative Declaration was issued on June 20, 2014. Mitigation measures were developed to reduce potential biological, noise, hydrology and traffic/transportation impacts to a less than significant level.
2. In staff's opinion, no significant issues remain unresolved through compliance with code requirements, recommended mitigation measures and the recommended conditions of approval.

D. CONFORMANCE WITH CITY POLICY/ANALYSIS

Appropriateness of the Proposed Grading Exemptions and Alternative Mass Grading Plan

The project site slopes down approximately 25 feet from north (Stanley Avenue) to south (Lehner Avenue). The project design includes a single cul-de-sac street extending south from Stanley Avenue with lots on both sides of the street. The proposed building pads generally step down the site from north to south with differences in pad heights being higher near the upper portion of the site and lower at the bottom of the site. The Escondido Grading Ordinance (EZC Section 33-1066) limits cut and fill slopes to a maximum height of 20 feet with an additional limitation of 10 feet in height for fill slopes within 50 feet of an existing property line. The code provides for a Grading Exemption process where these limits can be exceeded through a discretionary permit approved by the Planning Commission.

The applicant is proposing one Grading Exemption of 13 feet (3 feet above the 10-foot maximum height for slopes within 50 feet of the property boundary) on the western side of the site. The additional height is for a small portion of the proposed graded slope adjacent to Ash Street. The height of the slope is generally driven by the site topography and the desire to balance cut and fill material on the property. The slope area would be most visible from western properties and along Ash Street. Views of the slope areas will not be unimpeded as the slopes would be partially screened by the future landscaping. Staff feels the proposed exemption would be appropriate given the landscape screening that will occur, and that the Grading Exemption is minor in nature and will not overwhelm the area.

As mentioned earlier in this staff report, the applicant owns or controls most of the property within the "Stanley Block" (Stanley Avenue to the north, Lehner Avenue to the south, Ash Street to the west and Conway Drive to the east) with the exception of five single-family residences on Stanley Avenue. A total of six individual subdivisions on this block with up to 87 new lots have been approved or are in some stage of the entitlement process. The applicant has indicated that he intends to market all of the subdivisions together to a single homebuilder. It is anticipated that the homebuilder would then revise all of the individual grading plans to a single grading plan that employs a comprehensive drainage plan and eliminates mid-slope brow ditches and property lines between the tracts. The applicant has provided the attached conceptual "Alternative Grading Design" to depict how the grading could potentially change under this scenario (Exhibit 1). This could affect the height and location of the grading exemption being considered by the Planning Commission as part of this approval. A review of the alternative grading design concept for the subject area indicates the fill slopes would stay within the 20-foot maximum height under consideration. However, the proposed Grading Exemptions would not be considered Grading Exemptions if the proposed slopes were not located within 50 feet of the exterior property lines. Fill slopes located more than 50 feet from an exterior boundary are permitted to be up to 20 feet in height. If the properties are consolidated into a single development, the proposed Development Agreement includes language that specifies the property lines between the individual tracts would no longer be considered exterior boundaries. This would likely eliminate most of the proposed Grading Exemptions approved for other Tentative Maps within the "Stanley Block."

Whether the Proposed Development Agreement Adequately Addresses Infrastructure Deficiencies in the Area

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

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

1. Owner pays current fee rates in effect at the time fees are incurred.
2. Owner pays the City \$12,500 per approved residential lot ("Deficiency Fee") to finance traffic and drainage improvements in the vicinity of the project.

3. Owner constructs or provides a proportionate share payment (\$3,555/unit) for construction of the new 12" water line in Stanley Avenue.
4. Owner constructs or provides a proportionate share payment (\$1,211/unit) for construction of improvements at North Ash Street / Lehner Avenue intersection.
5. Owner constructs or provides a proportionate share payment (\$825/unit) for construction of improvements at North Ash Street / Vista Avenue intersection.
6. Owner provides a proportionate share payment (\$2,216/unit) for future reimbursement to the developer/owner that completes construction of the future traffic signal at the North Ash Street / Vista Avenue intersection.
7. Owner constructs off-site pedestrian walkways on Ash Street and Conway Drive.
8. If not already completed, Owner constructs off-site 24" water line in Conway Drive (between Lehner Avenue and Stanley Avenue).

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

1. City allows Owner to perform onsite project grading and offsite road construction and water line installation prior to approval of a Final Map subject to approval of customary plans and agreements.
2. City guarantees sewer connection rights for a period of one year.
3. City spreads construction costs by requiring the same proportionate share payments for future Development Agreements in the "Stanley block."
4. If Owner constructs the 24" water line in Conway Drive (No. 8 above), City waives \$64,311.50 of the project's water connection fees.
5. City cooperates with Owner to obtain finding of Substantial Conformance and redefine Grading Exemptions if project grading design changes as part of a mass grading plan that incorporates multiple Tentative Maps in the "Stanley block."

The terms of the Development Agreement were fashioned in response to known infrastructure needs in the North Broadway Deficiency Area as well as the projected traffic impacts from all of the applicant's approved, pending and anticipated residential developments in the Stanley/Lehner area. The traffic analysis for the project included a cumulative analysis that indicated what street improvements would be needed if all the applicant's proposed developments were constructed. Many of the identified traffic impacts were not triggered by the proposed development alone, but the proposal cumulatively contributes to an identified threshold (40 units) where improvements would be required. Therefore, a proportionate share payment towards those upgrades has been included in the Development Agreement terms.

The payment of the \$12,500 per unit "North Broadway Deficiency Fee" for the future construction of priority street and drainage improvements in the North Broadway area was established by the City Council several months ago during hearings for Development Agreements for Tract 889 and Tract 894 located in the same block as the proposed subdivision. It is anticipated that this fee will be applied to all future Development Agreements in the North Broadway Deficiency Area.

The proposed Development Agreement obligates the City to cooperate if the applicant sells multiple Tentative Maps he owns or is processing in the "Stanley block" (Stanley Avenue to the north, Lehner Avenue to the south, Ash Street to the west and Conway Drive to the east) to a homebuilder who wants to construct them as a single project. This would likely result in a revised mass grading plan that would eliminate the mid-slope brow ditches and property lines between the tracts and eliminate some of the Grading Exemptions for fill slopes that are based on exterior property boundaries between the tracts. Staff supports this concept as a way to provide a better overall project design for the block that implements a comprehensive drainage and storm water treatment strategy. Staff feels the Deficiency Fee and other terms proposed in the Development Agreement are reasonable and prudent because the agreement will allow the construction of the residential development and street and water line improvements in a coordinated fashion that will result in reduced costs while maximizing public and private resources to construct necessary public infrastructure in the area at the earliest practicable time.

Whether the proposed annexation is an appropriate expansion for the City.

The proposed annexation is within the City's Sphere of Influence and in an 'island' of unincorporated county surrounded by Escondido's corporate boundaries. The General Plan Goal 16 regarding annexations involves: "Annexation of properties for the provision of municipal services where development shall complement and be compatible with adjoining areas without placing an undue financial burden on the city." The annexation complies with pertinent General Plan policies including:

Annexation Policy 16.2: Promote the annexation of unincorporated lands where it is determined in the city's interest to promote orderly development, implement goals and objectives, an/or to expedite facilities and services.

Response: Including this territory with the City will reduce the fragmented jurisdictional boundaries and enhance efficiencies for providing services to affected residents by consolidating public services.

Annexation Policy 16.3: Demonstrate that facilities, services, and infrastructure are adequate to serve proposed annexations in accordance with city standards, acknowledging Neighborhood Maintenance & Preservation Policy 4.4 allowing more flexible public improvement requirements in the Rural and Estate I single-family residential areas.

Response: The development proposed in conjunction with the annexation will improve/install/finance infrastructure to serve the area in accordance with city standards.

Annexation Policy 16.4: Allow annexations if it can be demonstrated that appropriate improvements as determined by the city will be financed by the property owner(s), and that such expansion of the city will not have unacceptable adverse fiscal or environmental impacts to existing city services or residents. Exceptions to this policy may be considered subject to Policy 16.2.

Response: The infrastructure improvements associated with the proposed annexation and development will be financed by the property owners without unacceptable adverse fiscal or environmental impacts.

SUPPLEMENT TO STAFF REPORT/DETAILS OF REQUEST

A. PHYSICAL CHARACTERISTICS

The proposed Tentative Map project site contains a single-family residence and multiple detached small 'out buildings' and is bound by Ash Street on the west, Stanley Avenue to the north, Lehner Avenue to the south, and vacant land on the east (approved Tentative Map 889 for 16 single family units). The three vacant parcels included in the annexation are bound by Ash Street on the west and Lehner Avenue on the north. Adjacent land uses consist of a partially vacant property with animal stables on the west, large-lot single-family residential homes and vacant land. Rincon Middle School is located on the south side of Lehner Avenue approximately 500 feet east of the site. Elevations on the site range from approximately 729 in the south to 768 feet in the north above mean sea level with topographic features including mild slopes. Vegetation includes non-native grasses on the northwest corner, mature trees and shrubs, a plant storage area, disturbed land, and developed areas.

B. SUPPLEMENTAL DETAILS OF REQUEST

- | | |
|--|---|
| 1. Property Size: | 4.2 acres – Proposed 13-lot Tentative Map
1.5 acres – Three unrelated vacant properties included in annexation.
5.7 acres – Total site area |
| 2. Number of Lots: | 13 (Proposed Tentative Map)
3 (existing vacant lots included with annexation) |
| 3. Proposed Density: | 3.09 dwelling units per acre (Suburban General Plan = up to 3.3 du/acre) |
| 4. Zoning: | PZ R-1-10 (Pre-zone Single Family Residential; 10,000 SF minimum lot size) |
| 4. Proposed Grading Exemption: Lot 13: | 13' fill slope (within 50' of exterior property line) |

C. CODE COMPLIANCE ANALYSIS

	<u>Proposed</u>	<u>Required (R-1-10 zone)</u>
1. Lot Sizes:	10,000 SF minimum	10,000 SF minimum
2. Lot Width:	90+ feet minimum	80 feet minimum
3. Lot Frontage:	35 feet minimum	35 feet minimum

**FINDINGS OF FACT
SUB 13-0011
EXHIBIT "A"**

Tentative Map

1. The proposed map is consistent with the guidelines of the General Plan, Zoning Ordinance (upon annexation) and Subdivision Ordinance that requires single family detached residential units with a maximum 3.3 units per acre and 10,000 SF minimum lot sizes.
2. The design and improvements of the proposed subdivision are consistent with the General Plan since the minimum lot sizes meet those identified in Suburban designation and the R-1-10 development standards established in the Zoning Ordinance (upon annexation).
3. The site is suitable for this residential type of development proposed since it is consistent with other approved subdivisions in the immediate area and the proposed Grading Exemption is only 3 feet higher than adopted standards and in a small portion of a slope area that will be landscaped to minimize aesthetic impacts.
4. The site is physically suitable for the proposed density of approximately 3.09 units per acre since the design of the subdivision meets all requirements of the Suburban land use designation of the General Plan and the Zoning Code (upon annexation).
5. The design of the map and the type of improvements are not likely to cause serious public health problems since adequate water and sewer can be provided and the Development Agreement includes provisions for street and infrastructure upgrades in the immediate area.
6. The design of the map and the type of improvements will not conflict with any easements of record, of easements established through court judgments, or acquired by the population at large, for access through, or for use of the property within the proposed map since all existing easements and rights-of-way will be preserved.
7. All of the requirements of the California Environmental Quality Act have been met. It was found that the project will have potentially significant biological, noise, hydrological, and traffic/circulation impacts that can be reduced to below a level of significance with adopted mitigation measures.
8. The design of the map has provided, to the extent feasible, for future passive or natural heating or cooling opportunities. Landscaping shall provide passive cooling opportunities via shading of each unit.
9. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code (upon annexation) will be obtained prior to recordation of the map or as otherwise specified in the Development Agreement.

Grading Exemptions

1. The proposed Grading Exemption is for a small fill slope of up to 13 feet in height that is within 50' of an exterior property line and located adjacent to Ash Street where a maximum of 10 high slope is permitted. Granting the five proposed Grading Exemptions is consistent with the Grading Design Guidelines for the following reasons:
 - a. The slope would be partially screened by landscaping installed to help soften the visual effect.
 - b. The proposed fill slopes would be structurally stable since all slopes will be manufactured to a standard 2:1 inclination.
 - c. The proposed design of the slopes would not adversely affect any adjoining septic systems since the fill slope is located in an area of the project where no impacts would occur to nearby septic systems. The proposed project will be provided with sewer service.
 - d. The proposed slope would not disturb the use of any adjacent property or not block existing views from adjacent parcels, disturb any utilities or drainage facilities, obstruct circulation patterns or access, nor preclude the future development of any adjacent parcel.

Development Agreement / Annexation

1. The proposed Development Agreement and annexation are consistent with the objectives, policies, general land uses and programs specified in the General Plan since there are no changes proposed to the General Plan land use designations or policies that affect development of the site, a Citywide Facilities Plan has been adopted to address infrastructure deficiencies on a citywide basis and the agreement has a provision for a community benefit that could not otherwise be required of the developer.
2. The proposed Development Agreement and annexation are compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the property is located since the General Plan land use designation for the site is Suburban, which allows the number of dwelling units approved for the development in conformance with Subdivision Ordinance Section 32.202.03.
3. The proposed Development Agreement and annexation conform to the public convenience and general welfare since the proposed agreement provides for construction of street and water line upgrades in the project area and payment of a fee needed to construct future improvements that resolve traffic and drainage infrastructure issues in the North Broadway area.
4. The proposed Development Agreement and annexation will not adversely affect the orderly development of property or the preservation of property values since the project will be developed in conformance with the existing General Plan designation on the property.
5. The proposed Development Agreement is consistent with Government Code Section 65864, which states that the lack of certainty in the approval of development projects can result in a waste of resources and escalated housing costs while discouraging comprehensive planning because the proposed agreement provides for a five-year term and provides certainty as to the payment and construction obligations for associated public improvements.

**CONDITIONS OF APPROVAL
SUB 13-0011
EXHIBIT "B"**

Project Mitigation Measures

1. **MM BIO-1a:** Impacts to 51 mature trees shall be mitigated by replacement of 51 mature trees at a one-to-one (1:1) ratio with a minimum size of a 24-inch box, and the 1 protected tree shall be replaced at a 2:1 ratio with a minimum size of a 24-inch box, or as otherwise determined by the City Planning Department.
2. **MM BIO-1b:** Any mature trees removed as part of the future development of the Additional Annexation Area would be replaced at a 1:1 ratio with a minimum size of a 24-inch box. If any protected trees are located in the Additional Annexation Area at the time of the future development, they will be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069).
3. **MM BIO-2:** Impacts to NNG within the Additional Annexation Area shall be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank.
4. **MM BIO-3:** A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the Project Area if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.
5. **MM BIO-4:** If Project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist will survey potential nesting vegetation within the Project Area for nesting birds, prior to commencing any Project activity. Surveys will be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings will be submitted to the City for review and concurrence prior to conducting Project activities. If no nesting birds were observed and concurrence was received, Project activities may begin. If an active bird nest is located, the nest site will be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area will not be disturbed until after September 15 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work will occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.
6. **MM HYD-1a:** Adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows.
7. **MM N-1:** The Project Applicant and/or contractor shall ensure that all construction equipment will have properly operating mufflers.

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8. **MM N-2:** Noise and groundborne vibration construction activities whose specific location on the Project Area may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses.
9. **MM N-3:** Construction activities associated with the proposed Project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used and external jackets on the tools themselves shall be used where feasible.
10. **MM N-4:** The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.
11. **MM N-5:** If the Project is under the jurisdiction of the County at the time of development, the Applicant and/ or Contractor shall notify all construction workers prior to the commencement of construction that activities generating impulsive noise levels at the Project Area must be limited to no more than 15 minutes in a given hour when such activities are located adjacent to an off-site sensitive receptor (residence). Impulsive noise is defined by the County as a single noise event or a series of single noise events that causes a high peak noise level of short duration (one second or less) measured at a specific location (Section 36.410 of the County's Noise Abatement and Control Ordinance).
12. **MM N-6:** The applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who shall be responsible for responding to any concerns regarding construction noise and vibration.
13. **MM N-7:** Construction activities shall be limited to permitted construction hours designated by the applicable jurisdiction for the project at the time of development. If the project is under the jurisdiction of the County at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 7:00 P.M. from Monday through Saturday. Further, no construction activity shall be undertaken on Sundays and recognized County holidays (Section 36.408 of the County's Noise Abatement and Control Ordinance). If the project is under the jurisdiction of the City at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).
14. **MM N-8:** Prior to the issuance of a certificate of occupancy, the Applicant shall ensure that all exterior windows associated with the proposed residential uses at the Project Area shall be constructed to provide a sufficient amount of sound insulation to ensure that interior noise levels would be below an Ldn or CNEL of 45 dB in any room.

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15. **MM T-1:** N. Ash Street / Lehner Avenue - The applicant/developer shall improve this intersection prior to construction of the 40th unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).
16. **MM T-2:** N. Ash Street / Vista Avenue - The applicant/developer shall improve this intersection with dedicated turn lanes on all approaches prior to construction of the 40th dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). School related signing and striping should be implemented at the intersection per the MUTCD. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction.
17. **MM T-3:** No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods
18. **MM T-4:** The Development shall construct a 4 foot wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue
19. **MM T-5:** Prior to the issuance of a building permit, the applicant/developer shall deposit with the City a Fair Share Contribution for the construction of a traffic signal at the N. Ash Street/Vista Avenue intersection to the satisfaction of the City Engineer

Planning Division Conditions

1. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued, including any applicable City-Wide Facilities fees subject to the terms of the associated Development Agreement.
2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Division, Building Division, and Fire Department.
3. If blasting is required, verification of a San Diego County Explosives Permit and a copy of the blaster's public liability insurance policy shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
4. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
5. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

6. All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting) of the Escondido Zoning Code. All outdoor lighting shall be provided with appropriate shields to prevent light from adversely affecting adjacent properties.
7. The design of the project shall be in substantial conformance with the plans/exhibits and details in the staff report to the satisfaction of the Planning Division.
8. All new utilities shall be underground.
9. The City of Escondido hereby notifies the applicant that State Law (SB 1535) effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Game. If the project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with state law, the applicant should remit to the City of Escondido Planning Division, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to "County Clerk", in the amount of \$2,231.25 for a project with a Negative Declaration. These fees include an authorized County administrative handling fee of \$50.00. Failure to remit the required fees in full within the time specified above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. Commencing January 1, 2007, the State Clearinghouse and/or County Clerk will not accept or post a Notice of Determination filed by a lead agency unless it is accompanied by one of the following: 1) a check with the correct Fish and Game filing fee payment, 2) a receipt or other proof of payment showing previous payment of the filing fee for the same project, or 3) a completed form from the Department of Fish and Game documenting the Department's determination that the project will have no effect on fish and wildlife. If the required filing fee is not paid for a project, the project will not be operative, vested or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code).
10. All project generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
11. Three copies of a revised Tentative Map, reflecting all modifications and any required changes shall be submitted to the Planning Division for certification prior to submittal of grading and landscape plans and the final map.
12. All lots shall meet the lot area and lot width requirements of the underlying R-1-10 zone. Conformance with these requirements shall be demonstrated on the Tentative Map submitted for certification, the grading plan and final map. Non-compliance with these minimum standards will result in revisions to the map.
13. Prior to submittal of building plans into plan check, the applicant shall submit a design review application package to the Planning Division with the appropriate fee. Building permits will not be issued until the lot plotting, home designs and project landscaping have been approved by Planning staff through design review.
14. No street names are part of this approval. A separate request shall be submitted prior to final map.
15. All habitable buildings shall be noise-insulated to maintain interior noise levels not exceeding 45 dBA or less.

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16. Prior to recordation of the final map, two copies of the CC&Rs shall be submitted to the Planning Division for review and approval. The CC&Rs shall contain provisions for the maintenance of any common landscaping, walls, utility easements and pedestrian walkways, common drainage facilities, etc. to the satisfaction of the Planning and Engineering Divisions. A review fee established in the current fee schedule shall be collected at the time of submittal.
17. Prior to recordation of a final map, the applicant shall have the opportunity to annex into the Landscape Maintenance District for the ongoing maintenance of the landscaping along Stanley Avenue and Lehner Avenue. The establishment of the Landscape Maintenance District shall be noted in the CC&Rs for the project. These areas shall be placed in landscape and/or storm water easements if deemed appropriate by the Planning and Engineering Divisions.
18. All proposed grading shall conform with the conceptual grading as shown on the Tentative Map, or as otherwise specified in the Development Agreement. One Grading Exemption is approved for this project:

Lot 13: 13' fill slope (within 50' of exterior property line)

19. This Tentative Subdivision Map shall expire concurrent with the expiration of the Development Agreement if a final map has not been approved or an extension of time has not been granted.

Landscaping Conditions

1. Prior to occupancy, all perimeter, slope, front yard, and storm water landscaping shall be installed. All vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan. All irrigation shall be maintained in fully operational condition.
2. Seven copies of a detailed landscape and irrigation plan(s) shall be submitted prior to issuance of grading or building permits to the satisfaction of the Planning Division. A plan check fee based on the current fee schedule will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Water Efficient Landscape Regulations) of the Escondido Zoning Code. The plans shall be prepared by, or under the supervision of a licensed landscape architect.
3. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
4. Street trees shall be provided along each of the site's street frontages, in conformance with the Landscape Regulations and the City of Escondido Street Tree List. Trees within five feet of the pavement shall be provided with root barriers.
5. Details of project fencing and walls, including materials and colors, shall be provided on the landscape plans.

Fire Department Conditions

The following is a list of general requirements for the project. Plan submitted did not necessarily contain all the required information in order to conduct a complete plan check. There may be additional requirements based on the plans submitted in the future. Compliance with all conditions shall be to the satisfaction of the Fire Marshal.

Fire Protection Systems

1. ☒ NFPA 13 ☐ NFPA 13R ☒ NFPA 13D **automatic fire sprinkler system** will be required.
2. Sprinklers will be required on all overhangs exceeding four feet.
3. Fire hydrants capable of delivering ☐ 1,500 GPM ☒ 2,500 GPM at 20 PSI residual pressure are required every ☒ 500 feet ☐ 300 feet ☐ other: High wild land fire area. Reduction may be considered for sprinklers.

Access

4. Access roads exceeding 20% slope are not allowed. Homes with driveways exceeding 15% will require Portland cement with rake or broom finish.
5. Speed humps/bumps will not be allowed.
6. Minimum radius for a cul-de-sac must be 36 feet.
7. All-weather paved access, able to support the weight of a fire engine (75K lbs.) and approved fire hydrants must be provided prior to the accumulation of any combustible materials on the job site.
8. A 28-foot inside turning radius is required on all corners.
9. 13'6" vertical clearance must be provided in all access and driveway areas. Trees that obstruct the vertical clearance or access width must be trimmed or removed and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted.
10. If 100' Fuel Modification Zone is not possible the minimum setback between structures and native vegetation is 30'. To mitigate for 100' Fuel Modification Zone see below.
11. The Fuel Modification Zones must be permanently marked and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted to the Planning Division.
12. Homes located in or adjacent to a very high fire severity zone will require enhanced building construction. Please see list below.

To mitigate for the reduction of a 100' fuel modification zone, the following conditions are required:

- a. Exterior windows, window walls, glazed doors, and glazed openings within exterior doors must be insulating-glass units with a minimum of one tempered pane, or glass block units, or have a fire resistance rating of not less than 20 minutes, when tested according to ASTM E 2010. Skylights must be tempered glass or Class "A" rated assembly.
- b. Roofs shall have a Class "A" roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the spaces must be constructed to prevent the intrusion of flames and embers, be stopped with approved materials or have one layer of No. 72 cap sheet installed over the combustible decking.
- c. Exterior wall surfaces must comply with provisions of the 2010 CBC and the following requirements: the exterior wall surface must be of a non-combustible material. In all construction, exterior walls are required to be protected with 2-inch nominal solid blocking between rafters at all roof overhangs, or in the case of enclosed eaves, terminate at the enclosure.
- d. Roof and attic vents, when required by Chapter 15 of CBC, must resist the intrusion of flame and embers into the attic area of the structure, or must be protected by corrosion-resistant, non-combustible wire mesh with ¼ inch (6mm) openings or its equivalent. Vents must not be installed in eaves and cornices. Eaves and soffits must be protected by ignition-resistant materials or noncombustible construction on the exposed underside.
- e. Exterior door assemblies must be of approved non-combustible construction, or solid-core wood stiles and rails not less than 1 ¾ inches thick with interior field panel thickness of no less than 1¼ inches or have a fire protection rating of not less than 20 minutes when tested according to ASTM E 2074. Windows within doors and glazed doors must comply with the above glazing requirements. CBC 708A.3
- f. Paper-faced insulation is prohibited in attics and ventilated spaces.
- g. Gutters and downspouts must be constructed of non-combustible material. Gutters must be designed to reduce the accumulation of leaf litter and debris that contribute to roof edge ignition.
- h. Fencing attached to or immediately adjacent to structures which face wildland fuels must have the first five inches constructed of non-combustible heavy timber, or fire retardant pressure-treated wood or materials.
- i. Exterior balconies, carports, decks, patio covers, unenclosed roofs and floors, and other similar architectural appendages and projection, where any portion of such surface is within 10 feet of the primary structure must be on non-combustible construction, fire retardant treated wood, heavy timber construction, or one-hour fire resistive construction.

Engineering Division Conditions

GENERAL

1. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of this Subdivision.
2. No Building Permits shall be issued for any construction within this Subdivision until the Final Subdivision Map, unless allowed under provisions of the Development Agreement for the project.
3. If site conditions change adjacent to the proposed development prior to completion of the project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
4. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
5. The engineer shall submit to the Planning Department a copy of the Tentative Map as presented to the Planning Commission and the City Council. The Tentative Map will be signed by the Planning Department verifying that it is an accurate reproduction of the approved Tentative Map and must be included in the first submittal for plan check to the Engineering Department.
6. Grading and frontage improvements for this project is proposed to be combined with the adjoining developments within Stanley/ Lehner block, and designed and constructed as one project with common storm water treatment facility. If the developer chooses to combine project improvements, City Engineer will determine the extent and timing of onsite and offsite improvement requirements that shall be completed based on the provisions of Development Agreement, project conditions, traffic mitigation measures and storm water treatment facilities requirements.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be constructed to City Standards as required by the Subdivision Ordinance in effect at the time of the Tentative Map approval, in accordance with the project's master and precise plan and to the satisfaction of the City Engineer.
2. The developer shall construct frontage street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets:

<u>STREET</u>	<u>CLASSIFICATION</u>
Ash Street	Local Collector
Stanley Avenue	Local Collector
Street "A"	Residential
Lehner Avenue	Residential

See appropriate typical sections in the current Escondido Design Standards for additional details.

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3. The developer shall be responsible to construct frontage (half street plus 12 feet) improvements on Stanley Avenue to designated street classification standards and to the satisfaction of the City Engineer.
4. The developer shall improve the intersection of Stanley Avenue and Ash Street with resurfacing of the northerly side of intersection and restriping to allow for proper traffic lanes configuration.
5. The developer shall construct frontage improvements along the east side of Ash Street between Stanley Avenue and Lehner Avenue involving 32 feet of pavement, curb, gutter, sidewalk and street lights to the satisfaction of the City Engineer.
6. The developer shall construct frontage improvement along the west side of Ash Street between Stanley Avenue and Lehner Avenue involving up to 11 feet of pavement, curb and gutter. No sidewalks or street lights are required for construction on the west side of Ash Street at this time. Final location of the curb and gutter line on the west side of Ash Street may be determined during final map approval to avoid conflict with existing power poles to the satisfaction of the City Engineer.
7. The developer shall construct half-width street improvements on the east side of Ash Street, between Lehner Avenue and Vista Avenue, along frontages of APNs 224-142-26, 27 & 28, to full local collector street that includes one street light (exact location to be determined by the City Engineer) and one Driveway approach for APN 224-142-28 consistent with the existing Driveway approach. Required improvements shall include pavement, curb & gutter and sidewalk transitions from existing to ultimate improvements to the satisfaction of the City Engineer.
8. The developer shall construct half-width street improvements on the west side of Ash Street between Lehner Avenue and Vista Avenue, along the frontage on APN 224-130-17, with no sidewalk or street lights. Final location of the curb and gutter line on the west side of Ash Street may be determined during final map approval to avoid conflict with existing power poles to the satisfaction of the City Engineer.
9. The developer shall be responsible for design and construction of the following offsite improvements in accordance with the provisions of the project Development Agreement, traffic mitigations and to the satisfaction of the City Engineer:
 - a) Intersection of Vista Avenue and Ash Street.
 - b) Intersection of Lehner Avenue and Ash Street
 - c) Ash Street roadway segment, between Stanley Avenue and Vista Avenue to provide adequate transition lanes for the intersection improvements.
 - d) If the project developer combines project improvements with adjoining projects, a 4 foot wide pedestrian walkway shall be designed and constructed to complete pedestrian travel way along Ash Street between Vista Avenue and Sheridan Avenue.
10. Public Utilities Easement access road shall include 10 feet of paved roadway with 6 feet of gravel of ground cover on each side within a 22 foot wide public utilities easement.

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11. The project entrance shall be designed as a street intersection with curb returns, cross gutters and spandrels, sidewalk ramps, etc. with a minimum throat width of 36 feet.
12. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved roadways within and outside school zone. The developer will be responsible for removal of all existing and construction of all new signing and striping to the satisfaction of the City Engineer.
13. Adequate horizontal sight distance shall be provided at project entrance on Escondido Boulevard in accordance with the requirements of the City Engineer.
14. The address of each dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer and Fire Marshal.
15. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for construction within the public right-of-way.
16. Construction traffic is restricted during School peak hours 7:00 to 8:30 am and 2:00 to 3:30 pm, unless a traffic management plan that proposes no conflict between construction and school traffic is approved by the City Engineer prior to issuance of Encroachment permit.
17. Pedestrian access routes shall be provided into the project and from project to Rincon School shall be provided to the satisfaction of the City Engineer.
18. The developer shall be required to construct City standard LED street lighting along all project frontages and offsite and along Street "A" in accordance with the requirements of the City Engineer.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report and on the grading plan, that he/she has reviewed the grading and retaining wall design and found it to be in conformance with his/her recommendations.
2. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.
3. Cut slope setbacks must be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.

4. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
5. A General Construction Activity Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one (1) or more acres.
6. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
7. All existing foundations and structures, other than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site.
8. Unless specifically permitted to remain by the County Health Department, any existing wells within the project shall be abandoned and capped, and all existing septic tanks within the project shall be pumped and backfilled per County Health Department requirements.
9. The developer will be required to obtain permission from adjoining property owners for any off-site street improvements, grading and slopes necessary to construct the project and/or the required improvements.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the Developer's engineer. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. The Water Quality Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.
3. All storm water treatment and retention facilities and their drains including the bio-retention basins, the permeable paver areas and their gravel HMP underground storage basins shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner's Association. Provisions stating this shall be included in the CC&Rs.
4. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement. This Agreement shall be referenced in the CC&Rs.
5. All storm drain systems within the project are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner's Association. Provisions stating this shall be included in the CC&Rs.

WATER SUPPLY

1. All public water improvements shall be designed to the satisfaction of the Utilities Engineer.
2. Required water main improvements shall include:
 - a) Design and construction of a 24 inch P.V.C. water main on Conway Drive between Lehner Avenue and Stanley Avenue. Improvements shall include reconnection/reconstruction of all existing services or as required by the Utilities Engineer.
 - b) Design and construct a 12 inch P.V.C. water main on Stanley Avenue from proposed 24 inch water main on Conway to proposed 12 inch water main on Ash Street. Improvements shall include reconnection/reconstruction of all existing services.
 - c) Design and construct a 12 inch P.V.C. water main on Ash Street, replacing the existing water main on Ash Street along project frontage, from Intersection of Stanley Avenue to intersection of Lehner. Improvements shall include reconnection/reconstruction of all existing services.
 - d) Design and construct a 8" PVC public water main looped between the proposed 12 inch water main on Stanley to existing water main on Lehner. Avenue.

All water improvements shall be designed and bonded prior to approval of the final map and completed prior to issuance of first building permit or as determined by the Utilities Engineer.

3. Fire hydrants shall be installed at locations approved by the Fire Marshal.

SEWER

1. All sewer main extensions and the location and sizing of mains shall be to the satisfaction of the Utilities Engineer.
2. Required sewer improvements include:
 - a) Design and construct an 8-inch PVC public main on Street "A", between Stanley Avenue and Lehner Avenue. The required sewer shall include a sewer man hole at the intersection of Stanley Avenue and Street "A" with stubs for future connection for the properties to the east.
3. No trees or deep rooted bushes shall be planted within 10' of any sewer main or lateral.
4. All on-site sewer laterals will be considered a private sewer system. The Home Owners' Association will be responsible for all maintenance and repair of these laterals. This shall be clearly stated in the CC&R's.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. The developer shall make all necessary dedications for public rights-of-way on the following streets contiguous to the project to bring the roadways to the indicated classification.

<u>STREET</u>	<u>CLASSIFICATION</u>
Stanley Avenue	Local Collector (66' R/W)
Street "A"	Residential (56' R/W)
Lehner Avenue	Residential (56' R/W)
2. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.
3. Necessary public utility easements for sewer and water shall be granted to the City on the Final Map. The required easement width between Street "A" cul-de-sac and Lehner Avenue shall be 22 feet wide.
4. The developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the final map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed.
5. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.

REPAYMENTS, FEES AND CASH SECURITIES

1. A repayment of \$4,208.00 is due to the City of Escondido for existing improvements approved for repayment by Resolution 87-126 and that will serve this development.
2. A repayment of \$9,141.96 is due to the City of Escondido for the existing improvements approved for repayment by Resolution 91-385 and that will serve this development.
3. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the Director of Engineering Services.
4. The developer shall be required to pay all development fees of the City then in effect at the time, including North Broadway Deficiency Fee, and in such amounts in accordance with the provisions of the Development Agreement.

CC&R's

1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The developer shall make provisions in the CC&R's for maintenance by the homeowners' association of all parkway landscaping and irrigation (along Street "A", Ash Street, Lehner Avenue and Stanley Avenue), storm drain system in Street "A" and within subdivision boundaries, storm water treatment basins and facilities, sewer laterals, common open spaces, including public utilities easement area and access road. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Water Quality Technical Report for the project.
4. The CC&R's must state that the Property Owners' Association assumes liability for damage and repair to City utilities in the event that damage is caused by the Property Owners' Association when repair or replacement of private utilities is done.
5. The CC&R's must state that (if stamped concrete or pavers are used in the private street) the Property Owners' Association is responsible for replacing the pavers and/or stamped concrete in kind if the City has to trench the street for repair or replacement of an existing utility.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance.
2. All new dry utilities to serve the project shall be constructed underground.
3. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

RECORDING REQUESTED BY:

CITY CLERK, CITY OF ESCONDIDO

WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

APN: 224-142-01-00

Recording Fees Exempt Per Government Code Section 27383

**DEVELOPMENT AGREEMENT
for SUB13-0011
(Pickering)**

between

CITY OF ESCONDIDO

and

**LINDA D. PICKERING
AS TRUSTEE OF THE LINDA D. PICKERING FAMILY TRUST
initially created February 25, 2009**

and

**PEGGY L. LEHRKE
AS TRUSTEE OF THE PEGGY L. LEHRKE FAMILY TRUST
initially created February 25, 2009**

, 2014

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the CITY OF ESCONDIDO, a municipal corporation ("City"), and LINDA D. PICKERING AS TRUSTEE OF THE LINDA D. PICKERING FAMILY TRUST initially created February 25, 2009 and PEGGY L. LEHRKE AS TRUSTEE OF THE PEGGY L. LEHRKE FAMILY TRUST initially created February 25, 2009 ("Owner")(collectively, "the Parties").

ARTICLE I

Recitals

The Agreement is entered into on the basis of the following facts, understanding and intentions of the Parties:

1. **Code Authorization.** Government Code Sections 65864 through 65869.5, Article 58 of the City's Zoning Code (the "Development Agreement Legislation") and Article 68 of the City's Zoning Code ("Growth Management Ordinance") authorize the City to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the purpose of establishing certainty in the development process for both the City and the property owner, and to enable specific terms regarding property development, to be negotiated and agreed upon.
2. **Interest of Owner.** Owner is the legal and/or equitable owner of the Property located in the County of San Diego, State of California (the "Property"), as further described in Exhibit A, and more specifically within the North Broadway Region of Influence identified in the City's Growth Management Ordinance. Owner intends to subdivide the Property and to construct such other improvements as are required by the conditions of approval of the Entitlements, Future Entitlements and the Agreement.

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3. **Intent of Parties.** By the Agreement, the City and Owner intend to accomplish the following:

a. Eliminate uncertainty in the planning and development of the Project by assuring Owner that it may develop the Property, in accordance with Existing Laws, subject to the terms and conditions contained in the Agreement;

b. Assure the orderly installation of necessary improvements and the provision for public services appropriate for the development of the Project; and

c. Enable the City to obtain substantial public benefits by virtue of the Agreement.

4. **Execution.** The execution of the Agreement by the City and Owner shall constitute conclusive evidence that duly noticed public hearings before the Planning Commission and the City Council required by the Development Agreement legislation have been held, and that the City Council has introduced (first reading) and adopted (second reading) an Ordinance approving the Agreement and containing the findings required by the Development Agreement Legislation.

5. **Effective Date.** The effective date ("Effective Date") of the Agreement shall be thirty (30) days after the City Council adopts (second reading) an Ordinance approving the Agreement.

6. **Entitlements.** The City has also approved or certified certain entitlements necessary to implement the Project which are attached hereto as Exhibit B.

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

ARTICLE II

Definitions

1. **"Entitlements"** refers to all approvals and permits necessary or incidental to the development of the Project or any portion thereof, whether discretionary or ministerial, including

but not limited to, those listed in Exhibit B, final tract map approvals, whether standard or vesting, project plans, grading permits, building permits, and the Agreement.

2. **"Exaction"** refers to any fee, tax, requirement, condition, dedication, restriction, or limitation imposed by the City upon the development of the Property at any time in accordance with the Existing Laws.

3. **"Existing Laws"** refers to the ordinances, resolutions, codes, rules, regulations, stormwater regulations and official policies of the City governing the development of the Property, including, but not limited to the permitted uses of the Property, the density or intensity of use, the design, improvement and construction standards and specifications for the Project, including the maximum height and size of proposed buildings, and the provisions for reservation and dedication of land for public purposes, in effect on the Effective Date of this Agreement.

4. **"Future Exaction"** refers to Exactions imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise.

5. **"Future Laws"** refers to all ordinances, resolutions, codes, rules, regulations, and official policies implemented by the City after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise. "Future Laws" includes changes to the Existing Laws.

6. **"Future Entitlements"** refers to all Entitlements approved or adopted by the City after the Effective Date.

7. **"General Fees"** refers to all general development fees which the City may levy pursuant to the Government Code Sections 66000 et seq. ("the Mitigation Fee Act"), including, but not limited to, application fees, processing fees, utility connection fees, inspection fees, capital

facilities fees, development impact fees, traffic impact fees, park fees and such other similar fees as may be enacted from time to time and generally applied throughout the City.

8. **"General Plan"** refers to the City's General Plan in effect on the Effective Date.
9. **"North Broadway Deficiency Area"** refers to the region specified in the City's Growth Management Ordinance No. 94-16, and to surrounding unincorporated areas within the City's Sphere of Influence.
10. **"Project"** shall mean and refer to all improvements described in the Entitlements, Future Entitlements and the Agreement.
11. **"Property"** shall mean the certain real property located in the County of San Diego, State California as described in the Exhibit A.
12. **"Public Benefits"** shall refer to the consideration given by Owner to the City, as described in Exhibit D attached hereto, in return for the City's good faith performance of all applicable terms and conditions in the Agreement.
13. **"Term Sheet"** shall refer to the Term Sheet attached as Exhibit D.

ARTICLE III

General Provisions

1. **Term of Agreement.** The term of the Agreement (the "Term") shall commence on the Effective Date of this Agreement and shall continue for five years unless terminated, modified, or extended as permitted by the Agreement.

Following the expiration of the Term, the Agreement shall be deemed terminated and of no further force or effect; provided, however, such termination shall not affect any right or duty arising from the City approvals, including, without limitation, the Entitlements, the Future

Entitlements and any reimbursement agreement that may be entered into pursuant to the terms of the Existing Laws or the Agreement.

The Agreement shall terminate with respect to any lot and such lot shall be released and no longer is subject to the Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.

2. **Assignment.** The rights and obligations of Owner under the Agreement may be assigned by Owner as part of an assignment of the Property. Except for Owner's assignment of the Agreement to PLI and/or Lennar Homes of California, which the City approves by execution of this Agreement, no assignment shall be effective unless (1) such assignment is in writing and expressly provides that the assignment shall be subject to the Agreement; (2) the Assignee assumes all of Owner's rights and obligations with respect to the Property, or portion thereof, assigned; and, (3) the City has determined that the assignment will not affect the timely completion or fulfillment of any requirements in the Entitlements, the Future Entitlements or the Agreement relating to the Public Benefits. Owner shall provide thirty (30) days advance written notice to the City of any assignment. In determining whether an assignment will affect the timely completion or fulfillment of any requirements relating to the Public Benefits, the City agrees (a) not to unreasonably withhold its determination that the assignment will not affect the timely completion or fulfillment of requirements relating to the Public Benefits and (b) to approve any assignment where it can reasonably be demonstrated that the proposed assignee has the financial capability to complete in a timely fashion and fulfill any uncompleted requirements relating to the Public Benefits.

During the Term, any assignee shall have all rights, benefits, and obligations of Owner under the Agreement with respect to the portion of the Property assigned. Following an

assignment, Owner shall be released from its obligations with respect to the Property which has been assigned. Upon any transfer of any portion of the Property and the express assumption of Owner's obligations under the Agreement by such transferee, the City agrees to look solely to the transferee for compliance by such transferee with the provisions of the Agreement as such provisions relate to the portion of the Property acquired by such transferee. A default by any transferee shall only affect that portion of the Property owned by such transferee and shall not cancel or diminish in any way Owner's rights hereunder with respect to any portion of the Property not owned by such transferee. The transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferee, and any amendment to the Agreement between the City and a transferee shall only affect the portion of the Property owned by such transferee.

3. **Amendment of Agreement.** The Agreement may be amended by the mutual consent of the Parties in the manner provided by the Development Agreement Legislation. The Agreement shall include any amendment properly approved and executed. Minor modifications in the manner of performance, including, but not limited to changes which relate to the form or timing of payment of Public Benefits or the design of the Project shall not constitute an Amendment to the Agreement and may be accomplished through an "Operating Memorandum" subject to Article IV, Section 10 of the Agreement.

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

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5. **Hold Harmless.**

a. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for the City in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of the Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of the City, its officers, agents, employees, or representatives.

b. Owner shall further indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2007-0001) of the California Regional Water Quality Control Board Region 9, San Diego, as amended or extended, which the City might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

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

challenge or for the expense of defending such City actions. The City and Owner agree to cooperate in the defense of any such challenges.

7. **Notices.** All notices or communication between the City and Owner pursuant to the Agreement shall be in writing and shall be given by personal delivery (including commercial express delivery services providing acknowledgments of receipt), registered, certified, express mail, facsimile or telecopy to the addresses set forth in the Term Sheet. Receipt shall be deemed complete as follows:

- a. For personal delivery, upon actual receipt;
- b. For registered, certified, or express mail, upon the delivery date or attempted delivery date as shown on the return receipt; and
- c. For facsimile, upon transmission of the facsimile or, if transmitted after business hours, then the next business day.

The addresses to which notices shall be sent may be changed by giving ten (10) days written notice of change of address in the manner set forth above.

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

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

ARTICLE IV

Development of the Property

1. **Applicable Rules, Regulations, and Policies.** Owner shall have the vested right, to the fullest extent allowed under the Development Agreement Legislation, to develop the Property in accordance with the Entitlements, Future Entitlements and the Existing Laws. During the Term, the Entitlements, Future Entitlements, Existing Laws and the Agreement shall control the overall design, development and construction of the Project. Notwithstanding the foregoing, nothing in the Agreement shall preclude the City from applying changes occurring from time to time in the uniform codes published in Title 24 of the California Code of Regulations and adopted by the City of Escondido, including local amendments, in effect when the building permits are issued. In the event of any inconsistency between the Existing Laws and the Agreement, the provisions of the Agreement shall control.
2. **Future Laws.** Future Laws shall not apply to the Project except as expressly provided in the Agreement. Owner may give the City written notice of its election to have any Future Law applied to the Property, in which case such Future Law shall be deemed to be an Existing Law.
3. **Future Discretionary Reviews.** Except as set forth in the Agreement, the City shall retain its discretionary rights in reviewing applications for Future Entitlements. Owner's applications for Future Entitlements and the City's review thereof, must comply with the Existing Laws and with the terms and conditions of the Agreement. Upon granting any Future Entitlement, such Future Entitlement shall become part of the Existing Laws. The City shall not impose any conditions upon any Existing Entitlements that are more restrictive than or inconsistent with the terms of this Agreement or the Existing Laws, except as expressly required (as opposed to permitted) by state or federal law. The City may conduct, in accordance with

CEQA and the Existing Laws, an environmental review for Future Entitlements. The City may impose, if required by CEQA, additional mitigation measures to mitigate significant adverse environmental effects that were not previously considered, or were found to be infeasible, to mitigate at the time of approval of this Agreement.

4. **Permitted Uses and Density.** The Agreement shall vest the right to develop the Property to the fullest extent allowed under the Development Agreement Legislation with respect to the permitted uses of land, density and intensity of uses, and timing and phasing of development as described in the Entitlements and Future Entitlements. The permitted uses, density, and intensity of use of the Project, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes, shall substantially conform to those specified in the Entitlement and Future Entitlement conditions of approval, Existing Laws and the Agreement. All other aspects of the Project that are not specified in the Entitlement or Future Entitlement conditions of approval shall be determined by the Existing Laws, except as expressly provided herein.

To the extent the City retains discretion in the Future Entitlements concerning future permitted land uses, density, and intensity of use(s), the City agrees, absent conditions that the City determines are dangerous to the health or safety of the residents of the City, not to exercise that discretion in such a way as to reduce the allowed number of residential units, alter the timing of development or modify the height and design features of the Project as described in the Entitlements, Future Entitlements and the Agreement.

5. **Application of Future Laws.** Subject to Article V of the Agreement, Future Laws may be applied to the Project if they are not in conflict with the Existing Laws and will not prevent, hinder, delay, or adversely economically impact the Project.

6. **Permitted Fees.** Except as otherwise provided in the Agreement, and specifically excluding fees set by entities not controlled by the City that are collected by the City, the City shall only charge and impose those General Fees and Exactions described as "Processing Fees," "Permit/Inspection Fees," "Connection Fees," and "Development Fees" in the amounts and of the type which are in effect at the time they are incurred by Owner or any successor-in-interest as described in the Escondido Fee Guide For Development Projects. The Project shall be subject to City-wide fees only and nothing in this Agreement shall impose on the Project any additional City special or district fees or taxes that do not currently exist.

Notwithstanding the above, in return for Owner's construction of the Public Benefits described in the Term Sheet, the City will waive certain fees as described in the Term Sheet.

7. **Required Financial Contribution to City Capital Improvement Projects.** Owner agrees to pay the City the contributions for City Capital Improvement Projects in accordance with the Term Sheet.

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

phases of the Project, provided that application is made in a manner consistent with the Agreement.

Owner shall be allowed to perform onsite Project grading and offsite road construction and water line installation prior to approval of a Final Map. The City may require, and will process, all customary plans and agreements generally applicable to developers in the City for similar works of onsite or offsite improvements. Once Owner has obtained approval of the Final Map, it may commence construction of the single-family residences.

9. **Moratorium.** No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of the City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within the City, or portions of the City, shall apply to the Property to the extent such moratorium or other limitation is in conflict with the Agreement; provided, however, the provisions of this Section shall not affect the City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

10. **Operating Memoranda.** The Parties acknowledge that the provisions of the Agreement require cooperation between the City and Owner, and that the refinements and further development of the Project hereunder may demonstrate that changes are appropriate with respect to the details of performance of the Parties hereunder. The Parties desire, therefore, to retain a certain degree of flexibility with respect to those items covered in general terms under the

Agreement. If and when, from time to time during the Term, the Parties find that such changes or adjustments are necessary or appropriate, they shall effectuate such changes or adjustments through Operating Memoranda approved by the Parties, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary with further approval by the City and Owner. No such Operating Memoranda shall require prior notice or hearing, or constitute an amendment to the Agreement; and in the case of the City, such Operating Memoranda may be acted upon by the City Manager, Director of Community Development or by their designee. Failure of the Parties to enter into any such Operating Memoranda shall not affect or abrogate any of the rights, duties or obligations of the Parties hereunder or the provisions of the Agreement. An Operating Memoranda may be recorded as an addendum to the Agreement.

11. **Term of Map(s) and Other Project Approvals.** Pursuant to California Government Code Section 66452.6(a), the term of the subdivision map that is processed on all or any portion of the Property and the term of each of the Entitlements and Future Entitlements shall be extended for a period of time through the Term of the Agreement as specified in Article III Section 1.

12. **Infrastructure Capacity.** Subject to Owner's proportionate contribution to infrastructure and the Public Benefits provided by Owner, in accordance with the requirements of the Entitlements and Future Entitlements, the City hereby acknowledges that it will have sufficient capacity in its infrastructure services and utility systems, including, without limitation, traffic circulation, flood control, sewer collection, sewer treatment, sanitation service and, except for reasons beyond the City's control, water supply, treatment, distribution and service, to accommodate the Project. To the extent that the City renders such services or provides such

utilities, the City hereby agrees that it will serve the Project and that there shall be no restriction on connections or service for the Project except for reasons beyond the City's control. Notwithstanding the foregoing, the City acknowledges that sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project exists as of the Effective Date. Owner acknowledges that the City cannot guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service during the Term of this Agreement. The City shall guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project for one (1) year from the Effective Date.

13. **Termination or Modification.** Notwithstanding the provisions of Section 33-1149 of the City's Zoning Code, the City's right to terminate or modify the Agreement may be exercised pursuant to the terms of Section 33-1149 after a public hearing only if the City determines that the failure of the City to terminate or modify the Agreement would place the residents of the City in an immediate condition dangerous to their health or safety. Owner shall have 60 days from the Effective Date to sign the Agreement or the Agreement shall automatically expire.

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

15. **Conditions of Approval.** Owner agrees to construct the improvements as required in the Term Sheet as Conditions of Approval to this Agreement. The timing for the improvements will be as described in the Term Sheet.

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ARTICLE V

Provision of Public Benefits

1. **Description of Public Benefits.** Owner or its assignees shall compensate the City with the following Public Benefits, as further described in the Term Sheet as consideration for the City's good faith performance of all applicable terms and conditions in the Agreement:

- a. Fulfilling long-term economic goals for the City.
- b. Providing fiscal benefits to the City.
- c. Providing short-term construction employment within the City.
- d. Providing housing which will help to satisfy the City's obligation to meet the City's share of regional housing needs.
- e. Advancement of the City's planned construction of roadway and drainage infrastructure needed in the future to serve areas near or surrounding the Project, and Owner's payments as stated in the Term Sheet.

2. **Occupancy Contingent on Construction of Public Improvements.** Owner acknowledges that the City shall not grant a certificate of occupancy for residences constructed on the Property if all public improvements required in the Term Sheet are not constructed at the times described in the Term Sheet. This contingency for occupancy shall survive the termination of the Agreement.

3. **Recordation of Final Map Contingent on Security for Public Benefits.** Prior to recordation of the Final Map, Owner must enter into an "Agreement for Completion of Improvements," which will detail Owner's construction obligations for project-required improvements and the Public Benefits, and will require Owner to provide financial security for completion of construction and shall be in substantially the form attached at Exhibit C.

4. **Other Governmental Bodies.** To the extent that the City, the City Council, the Planning Commission or any other City board, agency or commission that constitutes and sits as any other board, agency or commission, it shall not take any action that conflicts with the City's obligations under the Agreement.

5. **Processing During Third Party Litigation.** The filing of any third party lawsuit(s) against the City or Owner relating to the Agreement, the Entitlements, any Future Entitlements or to other development issues affecting the Property shall not delay or stop the development, processing or construction of the Project or approval of Future Entitlements, unless the third party obtains a court order preventing the activity. The City shall not stipulate to or cooperate in the issuance of any such order.

ARTICLE VI

Annual Review

1. **City Responsibilities.** At least every twelve (12) months during the Term, the City shall review the extent of good faith substantial compliance by Owner with the terms of the Agreement (the "Annual Review"). At the conclusion of the Annual Review, the City's finding of good faith substantial compliance by Owner with the terms of the Agreement shall be conclusive up to the date of such finding for the purposes of future Annual Reviews or legal action between the Parties.

2. **Owner Responsibilities.** At the annual review, it shall be the responsibility of Owner to demonstrate good faith substantial compliance with the major provisions of the Agreement and to provide, to the best extent possible, the status and timing of development of the Project and related public improvements. If requested by the City, Owner shall provide any additional detail

or information necessary to demonstrate good faith compliance with any particular provision of the Agreement identified by the City.

3. **Opportunity to be Heard.** Owner shall be permitted an opportunity to be heard orally and in writing at any noticed public hearing regarding its performance under the Agreement. Owner shall be heard before each appropriate board agency or commission and the City Council at any required public hearing concerning a review of performance under the Agreement.

4. **Information to be Provided to Owner.** The City shall mail to Owner a copy of staff reports and related exhibits concerning Agreement performance, a minimum of ten (10) calendar days prior to consideration and review by the City Council as required by the Development Agreement Legislation.

5. **Annual Review Letter.** If Owner is found to be in substantial compliance with the Agreement after the Annual Review, the City shall issue, upon written request by Owner, a letter to Owner (the "Review Letter") stating that, based upon information known or made known to the City Council, the City Planning Commission, and/or the City Manager, the Agreement remains in effect and Owner is in compliance. Owner may record the Review Letter in the Official Records of the County of San Diego.

6. **Estoppel Certificates.** Either Party may at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that to the knowledge of the certifying Party:

a. The Agreement is in full force and effect and is a binding obligation of the Parties.

b. The Agreement has not been amended or modified orally or in writing or, if so amended, identifying the amendments.

c. There exists no material default in the performance of the requesting Party's obligations under the Agreement or, if in default, the nature and amount of any material default.

A Party receiving a request under this Section shall execute and return a certificate within thirty (30) days following receipt of the request. The failure to deliver such certificate within such time shall be conclusive upon the party which fails to deliver such certificate that the Agreement is in full force and effect without modification and that there are no uncured defaults in the performance of the requesting party. A certificate given pursuant to this Section may be relied upon by assignees and mortgagees.

7. **Failure of Annual Review.** The City's failure to perform the Annual Review of Owner's substantial compliance with the terms and conditions of the Agreement shall not constitute or be asserted as a default by Owner.

ARTICLE VII

Delay, Default, Remedies, and Termination

1. **Notice and Cure of Default.** In the event of a material default, the Party alleging a default shall give the defaulting Party a notice of default in writing. The notice of default shall specify the nature of the alleged material default, and the manner and period of time of not less than thirty (30) days in which the default must be cured (the "Cure Period"). The Cure Period must provide sufficient and reasonable time for the default to be cured. During the Cure Period, the Party charged shall not be considered in default. If the default is cured within the Cure Period, then no default shall be deemed to exist.

2. **Option to Institute Legal Proceedings or to Terminate.** If a material default is not cured within the Cure Period, the noticing Party may institute legal proceedings as provided in Article VII Section 8 and/or give to the defaulting Party a notice of intent to terminate the

Agreement. If a notice of intent to terminate the Agreement is given, the City Council, within thirty (30) days after the giving of the Notice, shall hold a public hearing in the manner set forth in the Development Agreement Legislation, as amended, to consider and review the matter.

3. **Notice of Termination.** Following consideration of the evidence presented before the City Council and its determination that a default exists, the Party alleging a material default by the other Party, at its option, may give written notice of termination of the Agreement to the other Party and the Agreement shall be terminated immediately upon the giving of the Notice. The validity of the basis for such a termination may be challenged pursuant to Article VII Section 8 by the Party alleged to be in default.

4. **Waiver.** Failure or delay in giving notice of default pursuant to Article VII Section 1 shall not constitute a waiver of any other material default. Except as otherwise expressly provided in the Agreement, a failure or delay in asserting any rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies otherwise available to a Party or deprive a Party of the right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any rights or remedies it may have.

5. **Default by Owner.** An Annual Review may result in amendment or termination of the Agreement provided a material default has been established by substantial evidence and such default has not been cured within the Cure Period.

6. **Default by the City.** Upon a material default by the City, Owner, without limiting any of its other remedies, shall not be obligated to complete any of its obligations under the Agreement. Upon a City default, any resulting delays in Owner's performance shall neither be construed as a material default by Owner nor constitute grounds for termination or cancellation of this Agreement by the City and the Term shall be extended for the period of any such delay.

7. **Enforced Delay, Extension of Time of Performance.** Neither Party shall be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of nature, unavailability of materials, governmental restrictions imposed or mandated by other applicable governmental entities, suspension of rights in accordance with the existence of unforeseen circumstances, litigation, or similar bases for excused performance. If written notice of such delay is given to the other Party following the commencement of such delay, an extension of time for performance shall be granted in writing for the period of the delay, or longer as may be mutually agreed upon. An extension shall commence to run from time of commencement of the cause of delay.

8. **Institution of Legal Action.** In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, to enforce any provision of the Agreement, to enjoin any threatened or attempted violation of the Agreement, to recover damages for any default, or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Superior Court of the County of San Diego, North County Branch, State of California, or in the Federal District Court in the Southern District of California. Pursuant to Code of Civil Procedure Section 638, et seq., all legal actions shall be heard by a referee who shall be a retired judge from either the San Diego County Superior Court, the California Court of Appeal, the United States District Court or the United States Court of Appeals, provided that the selected referee shall have experience in resolving land use and real property disputes. Owner and the City shall agree upon a single referee who shall then try all issues, whether fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy before such referee. If Owner and the City are unable to agree upon a referee within ten (10) days of a written request to

do so by either party hereto, it will not be considered a material default by Owner nor constitute grounds for termination or cancellation of the Agreement by the City and the Term shall be extended for the period of any such delay, and either party may seek to have a referee appointed pursuant to Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the parties. Any referee selected pursuant to this Article VII Section 8 shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution. Notwithstanding the provisions of this Article VII Section 8, either party shall be entitled to seek declaratory and injunctive relief in any court of competent jurisdiction to enforce the terms of the Agreement, or to enjoin the other party from an asserted breach thereof, pending the selection of a referee as provided in this Article VII Section 8, on a showing that the moving party would otherwise suffer irreparable harm.

ARTICLE VIII

Encumbrances and Releases on Property

1. **Discretion to Encumber.** The Agreement shall not prevent or limit Owner, in any manner, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage. The City acknowledges that lenders providing financing may require modifications to the Agreement and the City agrees, upon request, from time to time, to meet with Owner and/or representatives of lenders to negotiate in good faith any lender request for modification. The City agrees that it will not unreasonably withhold its consent to any lender requested modification to the Agreement.
2. **Entitlement to Written Notice of Default.** Any mortgagee and its successors and assigns, upon written request to the City, shall be entitled to receive from the City written notice

of any Owner default at the same time Owner is provided with such notice pursuant to Article VII Section 1 above.

3. **Additional Mortgagee Protection.** Any mortgagee of a mortgage or a beneficiary of a deed of trust of the Property shall be entitled to the following rights and privileges:

a. Neither entering into the Agreement nor a breach of the Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value.

b. Any mortgagee receiving the notice referred to in Article VIII Section 2 above shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under the Agreement. If the default is of a nature which can only be remedied or cured by such mortgagee upon obtaining possession, such mortgagee shall seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and shall thereafter remedy or cure the default or noncompliance within thirty (30) days after obtaining possession. If any such default or noncompliance cannot, with diligence be remedied or cured within such 30-day period, then such mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such mortgagee commences cure during such 30-day period, and thereafter diligently pursues and completes such cure.

ARTICLE IX

Miscellaneous Provisions

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

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

3. **Entire Agreement.** Except as the Agreement expressly refers to and/or incorporates other agreements between the City and Owner, the Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of the Agreement. The Agreement supersedes all other negotiations and previous agreements between the Parties with respect to that subject matter.

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

5. **Amendments.** All amendments to the Agreement must be in writing signed by the appropriate agents of the City and Owner, in a form suitable for recording in the Official Records of San Diego County, California.

6. **Recording.** The City Clerk shall cause a copy of the Agreement to be recorded with the Office of the County Recorder of San Diego County, California within ten (10) days following the Effective Date. Upon the completion of performance of the Agreement or its revocation or

termination, a statement evidencing completion, revocation, or termination signed by the appropriate agents of Owner and the City shall be recorded in the Official Records of San Diego County, California.

7. **Project as a Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and that Owner shall have the full power and exclusive control of the Property subject to the provisions of the Agreement.

8. **Incorporation of Recitals.** The Recitals set forth in Article I of the Agreement are part of the Agreement.

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

10. **Consent.** Where the consent or approval of a Party is required or necessary under the Agreement, the consent or approval shall not be withheld unreasonably.

11. **The City's Ongoing Statutory Authority.** Except as expressly stated, nothing in this Agreement shall limit the City's authority and responsibility under the California Constitution and applicable California statutes to act in the best interests of the public health, safety, and welfare, and nothing in this Agreement is intended to limit in any way the legislative discretion otherwise afforded the Escondido City Council under state or federal law, as amended.

12. **Covenant of Cooperation.** The Parties shall cooperate with and assist each other in the performance of the provisions of the Agreement including assistance in obtaining permits for the development of the Property which may be required from public agencies other than the City. The covenant of cooperation shall include, to the maximum extent permitted by law, that the City shall use its best efforts to prevent any ordinance, measure, moratorium or other limitation

from invalidating, prevailing over or making impossible any provision of the Agreement, and the City shall cooperate with Owner to keep the Agreement in full force and effect. Owner reserves the right to challenge any such ordinance, measure, moratorium, or other limitation in a court of law if it becomes necessary to protect the development rights vested in the Property pursuant to the Agreement.

13. **Further Actions and Instruments.** Each of the Parties shall cooperate with and provide reasonable assistance to the other in the performance of all obligations under the Agreement and the satisfaction of the conditions of the Agreement. Upon the request of either Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of the Agreement to carry out the intent and to fulfill the provisions of the Agreement or to evidence or consummate the transactions contemplated by the Agreement.

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS

The Agreement has been executed by the Parties as of the dates set forth below:

CITY OF ESCONDIDO

CITY OF ESCONDIDO

By: _____
Sam Abed
Its: Mayor

By: _____
Diane Halverson
Its: Clerk

LINDA D. PICKERING
as trustee for the LINDA D. PICKERING FAMILY TRUST initially created February 25, 2009
by Pacific Land Investors, LLC, a Delaware limited liability company, as attorney-in-fact

By: _____
Its: _____

PEGGY L. LEHRKE
As trustee for the PEGGY L. LEHRKE FAMILY TRUST initially created February 25, 2009
by Pacific Land Investors, LLC, a Delaware limited liability company, as attorney-in-fact

By: _____
Its: _____

(SIGNATURES ABOVE MUST BE NOTARIZED)

APPROVED AS TO FORM AND CONTENT:

CITY OF ESCONDIDO

By: _____
Jeffrey R. Epp
Its: City Attorney

LOUNSBERY FERGUSON ALTONA & PEAK, LLP

By: _____
David W. Ferguson, Esq.
Attorney for Pacific Land Investors, LLC

Exhibit A

LEGAL DESCRIPTION

Address: 2056 N. Ash Street

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

LOT(S) "M" IN BLOCK 418, BEING A SUBDIVISION OF BLOCK 418 AND 419 OF THE RANCHO
RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO
THE MAP THEREOF NO. 1520 MADE BY J.M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY
RECORDER OF SAN DIEGO COUNTY, JANUARY 21, 1913.

APN: 224-142-01-00

EXHIBIT B

ENTITLEMENTS

1. Tentative Subdivision Map (Tract 13-0011), (the "Tentative Map"), by City Council Resolution No. 2014-128 on [REDACTED], including grading exemptions.
2. Mitigated Negative Declaration (Tract 13-0011) ER ENV13-0015, certified by City Council Resolution No. on [REDACTED].
3. Prezone for APN: 224-142-01-00, certified by City Council Resolution No. 87-01 on January 21, 1987 (Case No. 86-95-PZ).

EXHIBIT C

AGREEMENT FOR COMPLETION OF IMPROVEMENTS

This Agreement is made and entered into this ____ day of _____, 20__, by and between the CITY OF ESCONDIDO, a municipal corporation, hereinafter referred to as "CITY," and _____ a _____ hereinafter referred to as "APPLICANT";

WHEREAS, APPLICANT proposes to construct a building, structure or development at _____ in the City of Escondido, County of San Diego, State of California, the "Project"; and

WHEREAS, certain public improvements are required to be constructed and/or installed in the streets and/or easements adjacent to the lot or parcel upon which such the Project is to be constructed or erected; and

WHEREAS, pursuant to the provisions of Ordinance No. 93-2 of the Escondido Municipal Code, it is necessary that certain public improvements as detailed in the plans and specifications on file with the City Engineer of the City of Escondido, the "Improvements", be constructed and/or installed as a condition of and prerequisite to final inspection and acceptance of the Project.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. APPLICANT hereby agrees, at its sole cost and expense, to furnish all labor, equipment and materials to construct the Improvements in a good workmanlike manner and in conformance with the approved plans and specifications on file with the City Engineer. APPLICANT agrees that the Improvements shall be completed within two years from the date of this Agreement. The Improvements shall be completed to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted by the CITY. The estimated cost of the Improvements is the sum of \$_____.

2. APPLICANT covenants that all Improvements shall be constructed in a manner that does not damage existing public property. Should any damage occur to public property, including, but not limited to, the Improvements in the public right-of-way as a result of APPLICANT or APPLICANT'S contractor performing construction, APPLICANT shall be responsible for repair or reconstruction of the public property. Such repair or reconstruction shall be at the APPLICANT'S sole expense and shall be completed to the satisfaction of the City Engineer.

3. The CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to APPLICANT or any other person for, and APPLICANT shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever

nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by construction of the Improvements. The CITY shall not by its approval of the Project, or any part of it, or by entering into this Agreement, or by granting any permits concerning this Project or Improvements, be deemed an insurer or surety for the design or construction of the Improvements.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which APPLICANT has agreed to indemnify Indemnitees as provided above, APPLICANT, upon notice from the CITY, shall defend Indemnitees at APPLICANT'S expense by counsel acceptable to the CITY, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

If a court of competent jurisdiction determines that the CITY has acted with negligence with respect to anything covered in this Agreement, APPLICANT'S obligation to indemnify the CITY shall be limited by the provisions of California Civil Code Section 2782(b).

4. APPLICANT shall further indemnify, defend and hold harmless the CITY and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01) of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

5. It is further agreed that APPLICANT will at all times, prior to CITY acceptance of the Improvements, give good and adequate warning to the traveling public of each and every defective and/or dangerous condition existing in the affected public rights-of-way and/or easements or any of them, and will protect the traveling public from such defective or dangerous conditions. It is understood and agreed that until acceptance of the Improvements, each of the affected public rights-of-way and/or easements not accepted as improved shall be under the charge of APPLICANT for the purposes of this Agreement. APPLICANT may, upon approval of the City Engineer, close all or a portion of any public right-of-way whenever it is reasonably necessary to protect the traveling public during construction of the Improvements. APPLICANT agrees that the provisions of Sections 3 and 4, respecting indemnification, are applicable to the obligations as set forth in this Section 5.

6. APPLICANT hereby agrees to pay for any inspection of streets and/or easements as may be required by CITY ordinances.

7. It is further agreed that APPLICANT shall file with the City Clerk at the time of signing this Agreement a good and sufficient bond or Instrument of Credit in an amount not less than the estimated cost of the Improvements, as specified above, for the faithful performance of the terms and conditions of this Agreement, including payment for all labor and materials furnished in connection therewith and the guarantee and warranty of the Improvements for a period of two years against any defective work or labor or defective materials furnished, and that should the sureties on the bond or either of them become insufficient, APPLICANT agrees to renew the bond with good and sufficient sureties within ten (10) days after receiving notice that the sureties are insufficient.

8. In lieu of filing a bond as provided above, APPLICANT may deposit with the City Clerk or with a responsible escrow agent, bank, savings and loan or trust company, a sum of money or other form of security acceptable to the City Attorney, not less than the estimated cost of the Improvements as above specified, together with instructions to the escrow agent or bank, savings and loan or trust company for the payment of such money, which instructions shall be subject to the approval of the City Attorney.

9. Upon mutual consent of APPLICANT and the City Engineer, the City Engineer may make such changes, alterations or additions to the plans and specifications for the Improvements as may be determined necessary and desirable by the City Engineer for the proper completion of the Improvements and no such changes, alterations or additions shall relieve the surety or sureties on any bond given for the faithful performance of this Agreement.

10. It is further agreed by and between the parties hereto that, in the event it is deemed necessary to extend the time of completion of the Improvements required under this Agreement, the extension may be granted by the CITY and shall in no way affect the validity of this Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement. In accordance herewith, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

11. It is further agreed by and between the parties hereto that the terms of this Agreement shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the above-described land or any part thereof.

SIGNATURE PAGE FOLLOWS

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

CITY OF ESCONDIDO

Date: _____ By _____
City Manager

APPLICANT

Date: _____ By _____
Authorized Signature

Address: _____

(SIGNATURES MUST BE NOTARIZED)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

City Attorney

EXHIBIT D

TERM SHEET

1. Background. Developer Pacific Land Investors, LLC, seeks to acquire and improve several undeveloped tracts/subdivisions within the Stanley/Lehner Block and the Stanley/Vista Block as depicted on Exhibit E. Owners of the undeveloped property within the Stanley/Lehner Block and the Stanley/Vista Block seek separate development agreements with terms that spread the cost of the various improvements across all owners. Development agreements for Tracts 889 and 894 have been completed and recorded in the official records of the San Diego County Recorder. In addition to the Tract 889 and 894 properties, Developer envisions another 57 units, including those in SUB13-0003 and SUB13-0013 which were approved on 6-18-14, may be developed within the Stanley/Lehner Block and 40 units may be developed within the Stanley/Vista Block. Developer further envisions the possibility that all undeveloped properties within the Stanley/Lehner and Stanley/Vista Blocks will be developed at the same time. The 97 units to be developed shall be subject to cost sharing for the improvements described below. City seeks to ensure that the necessary public infrastructure improvements are made in a timely manner, even if the properties are not developed as one unit.

2. Sale of Property. Owner has entered into an agreement to sell the Property to Pacific Land Investors, LLC, ("PLI") and by letter dated November 18, 2013 on file with the City, has authorized Mark Ferraro of PLI to act on its behalf with respect to this Agreement.

3. Owner Financial Contribution to Capital Improvement Projects. Owner agrees to construct or financially support all mitigation measures, all improvements required as conditions of approval in the Escondido City Council Resolution approving the Property's Tentative Map and the following improvements based upon Escondido Design Standards and Standard

Drawings (Effective Date: April 2, 2014). All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. Owner will contribute the following funds which the City shall use to finance certain roadway and drainage improvements in the vicinity of the Project:

a. North Broadway Deficiency Fee. Owner shall pay the City \$12,500.00 per unit shown on the Project's approved Final Map prior to the City's grant of the first building permit for the Project.

b. Stanley Water Line Reimbursement. Owner shall pay THREE THOUSAND FIVE HUNDRED AND FIFTY-FIVE DOLLARS (\$3,555) per unit for the Property's proportionate share directly to BG LIHTC, LLC, a California limited liability company (or its assignee) or to such other owner within the Stanley/Lehner Block that constructs the twelve inch (12") water line along Stanley Avenue as described in the Development Agreement for Tract 889 between City of Escondido and BG LIHTC, LLC, a California limited liability company, recorded in the Official Records of the San Diego County Recorder's Office as Doc. No. 2014-0075897 on February 25, 2014. This reimbursement provision shall expire on January 10, 2024.

c. N. Ash Street & Lehner Avenue Intersection Improvements. Prior to the issuance of a building permit, Owner shall directly reimburse ONE THOUSAND TWO HUNDRED ELEVEN (\$1,211) per unit (\$69,000/57 units) planned under this Agreement to the owner of any tract or subdivision within the Stanley/Lehner Block who constructs the street improvements required prior to the 40th dwelling unit constructed in the Stanley/Lehner Block during the term of this Agreement. The City shall include a requirement in future development agreements for development of any property within Stanley/Lehner Block to reimburse the

owner who constructs the street improvements \$1,211 per unit for that property's proportionate share of the street improvements. The reimbursement provision shall expire ten years after the Effective Date.

d. N. Ash Street. & Vista Avenue Intersection Improvements. Prior to the issuance of a building permit, Owner shall directly reimburse Eight Hundred and Twenty-Five dollars (\$825) per unit (\$80,000/97 units) subject to this Agreement to the developer or owner of any tract or subdivision within the Stanley/Lehner Block who constructs the street improvements required prior to the 40th dwelling unit constructed during the term of this agreement. The City shall include a requirement in future development agreements for development of any property within Stanley/Lehner Block and the Stanley/Vista Block to reimburse the owner who constructs the street improvements \$825 per unit for that property's proportionate share of the street improvements. The reimbursement provision shall expire ten years after the Effective Date.

e. N. Ash Street & Vista Avenue Intersection Future Traffic Signal. Prior to the issuance of a building permit for the Project, Owner shall deposit with the City Two Thousand Two Hundred and Sixteen dollars (\$2,216) per unit subject to this Agreement, to be held by the City of Escondido for future reimbursement to the developer/owner who completes the traffic signal installation to the satisfaction of the City or County Engineer. The collected fund shall be disbursed upon acceptance of the traffic signal by the City of Escondido or County of San Diego. If not disbursed within ten years of the Effective date, the funds shall be transferred to the general fund of the City of Escondido.

4. Owner Building Permit Pre-conditions.

a. N. Ash Street and Lehner Avenue Road Improvements. Prior to the final inspection of the 40th dwelling unit in the Stanley/Lehner Block, constructed during the term of

this agreement by any developer or owner on any property within the Stanley/Lehner Block, Owner shall improve the intersection at N. Ash Street and Lehner Avenue, including dedicated turn lanes as described in section 13.2, Mitigation Measures, of the project's traffic impact analysis. All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. This improvement shall not include a traffic signal.

b. N. Ash Street and Vista Avenue Road Improvements. Prior to the final inspection of the 40th dwelling unit in the Stanley/Lehner Block, constructed during the term of this agreement by any developer or owner on any property within the Stanley/Lehner Block, Owner shall improve the intersection at N. Ash Street and Vista Avenue, including dedicated turn lanes as described in section 13.2, Mitigation Measures, of the project's traffic impact analysis. All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. This improvement shall not include a traffic signal.

c. Ash Street Pedestrian Walkway. Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 4 foot wide pedestrian walkway on one side of Ash Street from Sheridan Avenue to Vista Avenue, or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct the walkway. The walkway shall be designed to the satisfaction of the City Engineer and bonded prior to approval of Final Map and constructed prior to final inspection of project's last unit.

d. Conway Drive Pedestrian Walkway. Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 4 foot wide pedestrian walkway on the east side of Conway Drive from Lehner Avenue to Rincon Avenue or (b) Owner's design and

submittal of a performance bond and an agreement for completion of improvements to construct the walkway. The walkway shall be designed to the satisfaction of the City Engineer and bonded prior to approval of Final Map and constructed prior to final inspection of project's last unit.

e. Stanley Avenue Water Line. Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 12" water line along Stanley Avenue from the Property's western boundary to Conway drive or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct a 12" water line along Stanley Avenue from the Property's western boundary to Conway Drive. The water line shall be designed to the satisfaction of Utilities Director and bonded prior to approval of Final Map and constructed prior to issuance of first building permit or as determined by the Utilities Director.

f. Conway Drive Water Line Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct a 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue. The water line shall be designed to the satisfaction of Utilities Director and bonded prior to approval of Final Map and constructed prior to issuance of first building permit or as determined by the Utilities Director.

5. City Financial Contribution to Capital Improvement Projects.

a. Water Line Upgrade. If Owner constructs the 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue the City will waive \$64,311.50 of the Project's water connection fees.

b. Ash Street Public Benefits Reimbursement. If Owner makes improvements to Ash Street as described in the Engineering Division Conditions, Street Improvement and Traffic, items 6, 7, and 8; the City will waive \$102,450 of the Project's N. Broadway deficiency fees.

6. Substantial Conformance. Parties anticipate the Stanley/Lehner Block will be graded and developed under one grading plan that may cover multiple tracts and consolidate multiple on-site detention basins into a single location. If requested by Owner, City shall not unreasonably withhold a finding of substantial conformance for a modified Tentative Map that facilitates this process provided the modified Tentative Map substantially conforms to the conditions of approval, adequate surety has or will be provided for the off-site drainage facilities and a Water Quality Technical Report for the revised grading design has been approved by the City Engineer. For purpose of determining the necessity of grading exemptions, interior property lines between the included tracts will be disregarded.

7. Notice. Addresses for Notice described in Article III, paragraph 7 of the Agreement are as follows:

To the City:
City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025
FAX (760) 741-7541

With Copy to:
Jeffrey R. Epp, Esq.
City Attorney
City of Escondido
201 N. Broadway
Escondido, CA 92025
FAX (760) 741-7541

To the Owner:

Pacific Land Investors, LLC
Attn: Mark Ferraro
111 Pacifica, Ste. 130
Irvine, CA 92618
FAX 949-789-0006

With copy to:

David W. Ferguson, Esq.
Lounsbery Ferguson Altona & Peak, LLP
960 Canterbury Place, Suite 300
Escondido, CA 92025
FAX (760) 743-9926

The addresses to which notices shall be sent may be changed by giving ten (10) days written notice of change of address in the manner set forth above.

END OF TERM SHEET

EXHIBIT E

Stanley/Lehner Block and Stanley/Vista Block



[GRAPHIC IMAGE NOT RECORDABLE]

Draft Environmental Document

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

**13-Lot Residential Development (APN 224-142-01)
and Annexation**

Project Case # PHG 13-0043, PHG 13-0044, SUB 13-0011, ENV 13-0015

Submitted to:

**City of Escondido
Jay Petrek, AICP, Principal Planner
Planning Division
201 North Broadway
Escondido, CA 92025-2798**

Prepared for:

Pacific Land Investors, LLC

Prepared by:

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

June 2014

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Appendix E:	Geology and Soils Technical Report
Appendix F:	Phase I Environmental Site Assessment
Appendix G:	Traffic Impact Analysis
Appendix H:	Noise Technical Report
Appendix I:	School District Approval Letters
Appendix J:	Water Quality Technical Report

June 20, 2014

John Kaye
Pacifica Land investors, LLC
111 Pacifica, Suite 130
Irvine, CA 92618

Subject: Environmental Review Determination, Initial Study
(Planning Case Files: PHG 13-0043, PHG 13-0044, SUB 13-0011, ENV 13-0015)

Dear John:

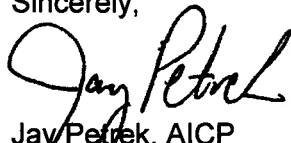
An analysis of your proposed annexation of approximately 5.7 acres including a Tentative Subdivision Map of 13 lots on approximately 4.2 acres (Planning Case Files noted above) has resulted in the enclosed "Notice of Proposed Mitigated Negative Declaration," issued in draft form. Issuance of this document indicates the City determined the following:

The Initial Study identified potentially significant effects pertaining to biology, noise, transportation / traffic, and hydrology, but revisions in project plans and/or mitigation measures, made by, or agreed to by the applicant would provide mitigation to a point where no significant effects will occur.

Public notice of the proposed Mitigated Negative Declaration has been distributed for public review, ending on July 21, 2014. Depending on the relevance of any public comments received during the public review period, staff reserves the right to change the terms and conclusions of this "Proposed Mitigated Negative Declaration."

If you have questions please feel free to contact me at (760) 839-4556.

Sincerely,



Jay Petrek, AICP
Assistant Planning Director

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

MITIGATED NEGATIVE DECLARATION

CASE NO.: "Pickering Annexation" PHG 13-0043, PHG 13-0044, SUB 13-0011, ENV 13-0015

DATE ISSUED: June 20, 2014

PUBLIC REVIEW PERIOD: June 21, 2014 – July 21, 2014

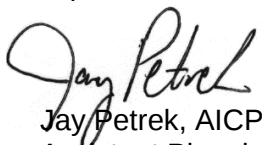
PROJECT DESCRIPTION: Annexation of approximately 5.7 acres involving development of a 13-lot Tentative Tract Map on 4.2 acres with graded peripheral fill slopes up to 13 feet in height, demolition of 1 single family dwelling, related storage structures, and on-site vegetation in the R-1-10 zone (single-family residences – 10,000 SF minimum lot size), and annexation of three adjacent vacant properties (no development proposed) totaling approximately 1.5 acres. The request includes detachment from County Special District 135, construction of various on and off-site streets and utilities infrastructure on portions of Ash Street, Stanley and Lehner Avenues fronting the project. A Development Agreement is also proposed with a five-year term that authorizes construction in exchange for upgrading existing water, street and drainage infrastructure in the area as well as additional fees toward future construction of priority street and drainage improvements in the North Broadway area.

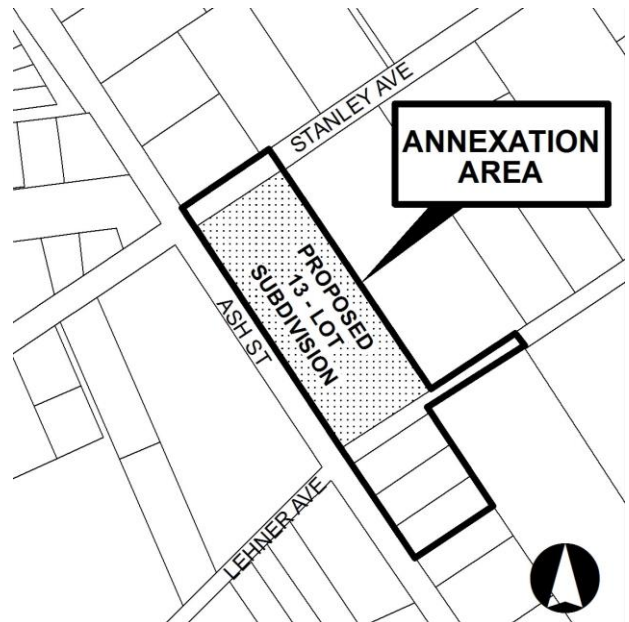
LOCATION: 2056 N. Ash Street, in addition to three vacant properties (APNs 224-142-26, 27, 28) as well as fronting roadways of Stanley and Lehner Avenues

APPLICANT: Pacific Land investors, LLC, 111 Pacific, Suite 130, Irvine CA 92618

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

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


Jay Petrek, AICP
Assistant Planning Director



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

ACKNOWLEDGEMENT OF ENFORCEABLE COMMITMENT

Planning Case No.: PHG 13-0043, PHG 13-0044, SUB 13-0011, ENV 13-0015

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

6-17-14

Pacific Land Investors, LLC
Mark Ferraro, President

Date

Applicant's Name (printed)

Applicant's Signature

A handwritten signature in blue ink, appearing to read "Mark Ferraro", is written over a horizontal line. The signature is enclosed within a blue circular stamp or seal.

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MITIGATION MONITORING PROGRAM

City of Escondido

13-Lot Residential Development (APN 224-142-01) and Annexation

Project Case # PHG 13-0043, PHG 13-0044, SUB 13-0011, ENV 13-0015

TABLE 1: MITIGATION MONITORING PROGRAM

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
IV. Biology	Trees	BIO-1a: Impacts to 51 mature trees shall be mitigated by replacement of 51 mature trees at a one-to-one (1:1) ratio with a minimum size of a 24-inch box, and the 1 protected tree shall be replaced at a 2:1 ratio with a minimum size of a 24-inch box, or as otherwise determined by the City Planning Department.	Replacement of trees	Applicant	City of Escondido	Prior to occupancy	One-time planting
IV. Biology	Trees	BIO-1b: Any mature trees removed as part of the future development of the Additional Annexation Area would be replaced at a 1:1 ratio with a minimum size of a 24-inch box. If any protected trees are located in the Additional Annexation Area at the time of the future development, they will be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069).	Replacement of trees	Applicant	City of Escondido	Prior to occupancy	One-time planting
IV. Biology	Non-Native Grassland	BIO-2: Impacts to NNG within the Additional Annexation Area shall be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank.	Purchase of credits from Daley Ranch Bank	Applicant	City of Escondido	Prior to issuance of grading permit	One-time planting
IV. Biology	Raptor Nests	BIO-3: A qualified biologist shall	Surveys if	Applicant	City of	Pre-	Pursuant to

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
		determine if any active raptor nests occur on or in the immediate vicinity of the Project Area if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.	construction between January 1 to September 1. Avoidance and buffer if nests found.		Escondido	construction	measure
IV. Biology	Nesting Birds	BIO-4: If Project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist will survey potential nesting vegetation within the Project Area for nesting birds, prior to commencing any Project activity. Surveys will be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings will be submitted to the City for review and concurrence prior to conducting Project activities. If no nesting birds were observed and concurrence was received, Project activities may begin. If an active bird nest is located, the nest site will be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area will not be disturbed until after September 15 or until the nest becomes inactive. If threatened or endangered species are observed	Surveys if construction between January 1 to September 1. Avoidance and/or buffer if nests found.	Applicant	City of Escondido	Pre-construction	Pursuant to measure

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
		within 500 feet of the work area, no work will occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.					
IX. Hydrology & Water Quality	Drainage facilities	HYD-1a: Adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows.	Drainage improvements	Applicant/ Contractor	City of Escondido	During Construction	N/A
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-1: The Project Applicant and/or contractor shall ensure that all construction equipment will have properly operating mufflers.	Maintain Equipment	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-2: Noise and groundborne vibration construction activities whose specific location on the Project Area may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses.	Locate equipment away from sensitive receptors	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to	N-3: Construction activities associated with the proposed Project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes	Construction scheduling monitoring use of impact tools	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
	high noise levels.	high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used and external jackets on the tools themselves shall be used where feasible.					
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-4: The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.	Locate equipment away from sensitive receptors	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-5: If the Project is under the jurisdiction of the County at the time of development, the Applicant and/ or Contractor shall notify all construction workers prior to the commencement of construction that activities generating impulsive noise levels at the Project Area must be limited to no more than 15 minutes in a given hour when such activities are located adjacent to an off-site sensitive receptor (residence). Impulsive noise is defined by the County as a single noise event or a series of single noise events that causes a high peak noise level of short duration (one second or less) measured at a specific location (Section 36.410 of the County's	Construction worker education/notification	Applicant/ Contractor	County of San Diego	During construction	Daily monitoring during project construction

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
		Noise Abatement and Control Ordinance).					
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-6: The applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who shall be responsible for responding to any concerns regarding construction noise and vibration.	The liaison's telephone number(s) shall be prominently displayed at the project site. Signs shall also be posted at the project site that include permitted construction days and hours.	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-7: Construction activities shall be limited to permitted construction hours designated by the applicable jurisdiction for the project at the time of development. If the project is under the jurisdiction of the County at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 7:00 P.M. from Monday through Saturday. Further, no construction activity shall be undertaken on Sundays and recognized County holidays (Section 36.408 of the County's Noise Abatement and Control Ordinance). If the project is under the jurisdiction of the City at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction	Limit hours of construction operation	Applicant/ Contractor	City of Escondido and County of Escondido	During Construction	Daily monitoring during project construction

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
		activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).					
XII. Noise	During occupancy	N-8: Prior to the issuance of a certificate of occupancy, the Applicant shall ensure that all exterior windows associated with the proposed residential uses at the Project Area shall be constructed to provide a sufficient amount of sound insulation to ensure that interior noise levels would be below an Ldn or CNEL of 45 dB in any room.	Sound insulating windows	Applicant/ Contractor	City of Escondido	Prior to occupancy	One-time review
XVI. Transportation & Traffic	Decrease in service at the N. Ash Street / Lehner Avenue intersection	T-1: N. Ash Street / Lehner Avenue - The applicant/developer shall improve this intersection prior to construction of the 40th unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).	Improvement of intersection.	Applicant	City of Escondido	Prior to construction of 40th unit	N/A

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

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INITIAL STUDY / ENVIRONMENTAL CHECKLIST

PROJECT TITLE

13-Lot Residential Development (APN 224-142-01) and Annexation
Case Numbers: PHG 13-0043, PHG 13-0044, SUB 13-0011, ENV 13-0015

LEAD AGENCY

City of Escondido
201 North Broadway
Escondido, CA 92025

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

PROJECT CONTACT

Jay Petrek, Assistant Planning Director
City of Escondido
Planning Division
jpetrek@escondido.org
(760) 839-4556

PROJECT LOCATION

The Project, as defined in the following sections, is located at the northern limits of the City of Escondido (City) (Figure 1). The Project's proposed residential development site is bounded by North Ash Street to the west, Stanley Avenue to the north and Lehner Avenue to the south. The proposed City annexation area includes the development site's footprint as well as an approximate 280-foot segment of Stanley Avenue, an approximate 530-foot segment of Lehner Avenue and 3 contiguous parcels south of Lehner Avenue (Figure 2).

PROJECT PROPONENT

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

GENERAL PLAN / ZONING

County Zoning (existing): Semi-Rural Residential of 1 dwelling unit per 1 gross acre, slope less than 25%.

County General Plan Designation (existing): SR-1 (1 DU/1, 2, 4 ac) – Agriculture. One unit per acre allowed density.

City of Escondido Zoning (pre-zoned): R-1-10 for Single-Family Residential – Suburban - 10,000 square feet minimum lot size.

City General Plan Designation (existing): Residential – Suburban (3.33 units/acre)

PROJECT DESCRIPTION

The proposal analyzed in this Initial Study is comprised of two elements: the "Development" and the "Additional Annexation Area." The Development includes the Tentative Tract Map (TTM; Figure 3), the annexation of the development depicted on the TTM, and the Development Agreement associated with the TTM. The Additional Annexation Area includes the approximate 280-foot segment of Stanley Avenue, an approximate 530-foot segment of Lehner Avenue, and three contiguous parcels (APN 224-142-26, 27 and 28) located south of Lehner Avenue. Collectively, these two elements define the "Project." The "Development Site" is the area shown on the TTM and the off-site improvements, and the "Project Area" includes the Development Site and the Additional Annexation Area. The Development Agreement between the City and the applicant/developer defines the cost sharing arrangements for public infrastructure improvements and off-site street improvements, as described below. The case numbers associated with the Project are PHG 13-0043, PHG 13-0044, SUB 13-0011, ENV 13-0015.

The Development proposes the construction of 13 single-family detached residences on an approximately 4.2-acre site (APN 224-142-01); one existing single-family residence and various outbuildings and horse stables would be demolished. The Development will result in on-site infrastructure improvements, including a new local street, underground utilities, and a bioretention basin to treat storm flows, and off-site improvements to existing streets by providing additional turn lanes at 3 intersections.

The Development lies within the North Broadway Region of Influence, which has had critical infrastructure deficiencies with respect to streets, drainage and water storage and delivery. Per City Ordinance 94-16, should adequate facilities not be available within the region of influence, development projects are subject to the approval of a development agreement. The agreement must ensure that the project either provide facilities necessary to upgrade existing deficiencies or financially participate toward their solution. The applicant/developer proposes to contribute to improvements as required by the Project's Development Agreement, which will allow the construction to proceed in return for funding the upgrade of existing water, street and drainage infrastructure in the area. As described in the Development Agreement, compensation for these upgrades includes payment of a Community Benefit Fee of \$12,500 per dwelling unit for street and traffic improvements. The Development Agreement also requires that the applicant reimburse the owner of Tract 889 \$3,555 per dwelling unit for construction of the 12" water line along Stanley Avenue between Ash Street and Conway Drive. Regarding street infrastructure improvements, dedicated turn lanes will be constructed at the southbound, westbound and northbound approaches of the N. Ash Street / Lehner Avenue intersection and at all approaches of the N. Ash Street / Vista Avenue intersection. In addition, the Development will include construction of a

traffic signal at the N. Ash Street / Vista Avenue intersection and construction of a 4-foot-wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue.

Adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows. The selection of the drainage alternative will be made at the time of final engineering in conjunction with final drainage studies. The City will give final approval of the selected alternative.

The Project includes annexation of unincorporated San Diego County (County) land by the City of Escondido (City). No existing residences or structures are found on APNs 224-142-26, 27 and 28 and none are proposed. If future development is proposed on these three parcels, that development could be subject to additional California Environmental Quality Act (CEQA) review if the future development constitutes a project under CEQA. The Development Site and Annexation Area lie within the City's sphere of influence and share the existing County land use designations shown above. They also share the City's pre-zone land use designations and upon Annexation would assume the pre-zone designation of Single-Family Residential. The pre-zone designation will allow for 13 homes on the Development Site and 5 homes on the remaining 3 parcels of the Additional Annexation Area.

ENVIRONMENTAL SETTING

The Development site is bounded by North Ash Street to the west, Stanley Avenue to the north and Lehner Avenue to the south. The site is currently accessed from North Ash Street. The Project Area consists of 1 single-family residence with landscaping, small citrus orchard, horse stables, and small man-made pond used to store drinking water for the horses. The site is relatively flat with elevations on the site ranging from approximately 730 feet in the south to 760 feet in the north above mean sea level. Vegetation includes residential landscaping (grass, mature trees, and shrubs) and non-native grasses; some areas are unvegetated. All areas are disturbed from current uses. Adjacent land uses consist of vacant property on the west across North Ash Street, large lot single family residential homes to the north across Stanley Avenue, partially vacant property with animal stables to the east, and vacant land to the south across Lehner Avenue. The 3 parcels south of Lehner Avenue included in the Project Area consist of vacant land, with the southernmost parcel currently being used for storage of approximately 8 vehicles, 1 boat, 1 steel storage container, and miscellaneous construction debris.

REQUIRED AGENCY APPROVALS

- *Federal Agencies:* None
- *State Agencies:* None
- *City/County Agencies:* Local Agency Formation Commission (LAFCO) annexation, City of Escondido Development Agreement, Tentative Tract Map (TTM) approval, City of Escondido Grading Permit
- *Financing Approval and Participation Agreements:* Community Benefit Fee/Infrastructure Deficiency Fee

PROPOSED ACTIONS

- Approval of 13 lot single-family subdivision involving grading exemptions with peripheral fill slopes up to 13 feet in height.

- Development Agreement involving payment of certain fees and construction of various improvements.
- Annexation to the City of Escondido and detachment from County Special District 135 of approximately 5 acres.
- Construction of various on- and off-site street and utility improvements.
- Demolition of 1 single-family dwelling unit and related storage/shed structures and on-site vegetation
- Certification of Mitigated Negative Declaration

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

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

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

DETERMINATION (TO BE COMPLETED BY THE LEAD AGENCY)

On the basis of this initial evaluation:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

INITIAL STUDY CHECKLIST**I. Aesthetics**

Would the Project:

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

I. Aesthetics Discussion**a) Would the Project have a substantial adverse effect on a scenic vista?**

Less Than Significant Impact. City and County guidelines do not have an established definition of a scenic vista or criteria thresholds for determining the significance level of a project's potential impacts on a scenic vista. However, for purposes of CEQA, a scenic vista is generally defined as a viewpoint that provides expansive views of a highly valued landscape for the benefit of the general public. Because the Project will be situated in a low-lying area that is surrounded by existing semi-rural and single-family residential development, the Development Site and Additional Annexation Area offer no opportunity for expansive views of important visual resources recognized by the City or County such as scenic corridors, geographically extensive scenic viewsheds, ridgelines, unique landforms, or visual gateways.

The Resource Conservation Element of the City's General Plan identifies the community's steep slopes, primary and secondary ridgelines, and prominent natural landforms, including a partial view of City-recognized intermediate ridgelines approximately 0.8 mile away looking east from the Project Area. The Development and future structures on the Additional Annexation Area will obstruct the partial view of the intermediate ridgelines while traveling north or south along a 230-foot segment of North Ash Street. The remaining 480-foot segment of North Ash Street adjacent the proposed Development Site and Additional Annexation Area has existing structures and landscaping, which currently obstructs the view of these intermediate ridgelines. Because the existing view of the ridgelines is partially obstructed and not expansive, the partial obstruction resulting from the proposed Development and future construction of the Additional Annexation Area is considered less than significant.

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

Less Than Significant Impact. There are no state scenic highways located near the Project Area and the site will not be visible from a scenic highway. The nearest scenic highways are located over 10 miles away, which include State Route 78 and parts of Interstate 15.

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

Less Than Significant Impact. The existing development in the area is a mixture of single-family residences, equestrian uses, and Rincon Middle School. The site supports mature trees, located primarily in the northern portion of the Development Site. The largest tree is a Peruvian pepper tree and is 51 inches in diameter at breast height (dbh). This tree is located close to the residential unit, in a recessed patio area. While the tree is large and dominates the patio area, it is not a visual feature from the road or other areas of the Project Area.

The removal of this tree or the other trees would not substantially impact scenic resources. As the City's General Plan becomes fully implemented, the surrounding area will be developed as a suburban residential neighborhood. The addition of 13 single-family residences will not substantially alter the overall appearance or degrade the existing visual character of the area because it will be consistent with nearby existing development and future planned development. The proposed annexation allows for increased density from 1 residence per acre to 1 residence per 0.23 acre (or up to a total of 18 residences in the Project Area, 13 of which result from the Development). Increased density in of itself will not substantially degrade the existing visual character or quality of the area because the type of development will remain single-family residential under both current zoning conditions and post-annexation zoning conditions.

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

Less Than Significant Impact. The proposed Development's design incorporates the use of varied setbacks and grade differences to ensure that potential light or glare will not impact the surrounding properties. The Development will comply with the City's Outdoor Lighting Ordinance (Escondido Zoning Code Article 35) and with the County of San Diego's Division 9 Light Pollution Code, which will ensure potential impacts associated with glare or light will be minimized for the benefit of neighbors and the astronomical research at Palomar Observatory. The use of shielded, outdoor light fixtures will reduce potential glare or light impacts to below significant levels. The future developments associated with the Additional Annexation Area will also comply with these lighting requirements. Therefore, no significant light or glare impacts will result from the proposed Project.

Source(s): California Scenic Highway Mapping System (CA Department of Transportation, 2013); City of Escondido General Plan (City of Escondido, 2012); Field Investigation; North County Metropolitan Subregional (County of San Diego, 2011); San Diego County General Plan (County of San Diego, 2011); Project Description.

II. Agricultural and Forest Resources

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

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

II. Agricultural and Forest Resources Discussion

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

No Impact. The Project Area is identified as “Other Land” and “Urban and Built-up Land,” and is surrounded by “Urban and Built-up Land”; none of the Project Area is identified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance according to the Farmland Mapping and Monitoring Program.

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

No Impact. The County currently designates the zoning for the Project Area as Semi-Rural Residential, not agricultural or farmland. Upon annexation, the Project Area would assume the City zoning designation of R-1-10 Single-Family Residential – 10,000 square feet minimum lot size. In addition, the Project Area is not involved in a Williamson Act Contract or other

agricultural land contract. Therefore, the Project will not conflict with existing agricultural zoning or a Williamson Act contract.

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

No Impact. The Project Area is not currently zoned by the County as forest land and contains neither timberland resources nor an association with timberland resources or timberland production.

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

No Impact. The Project Area neither contains forest land nor would it result in the conversion of forest land.

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

No Impact. The Project Area contains neither farmland nor forest land. Project implementation, compliance with the Development Agreement, and the annexation would not result in the conversion of farmland or forest land.

Source(s): California Important Farmland Finder (California Department of Conservation, 2013); City of Escondido General Plan (City of Escondido, 2013); Field Investigation; North County Metropolitan Subregional (County of San Diego, 2011); San Diego County General Plan (County of San Diego, 2011); Project Description

III. Air Quality

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

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

III. Air Quality Discussion

An Air Quality and Greenhouse Gas Emissions Technical Report was prepared by ESA (April 2014) to analyze the Development's potential impacts on air quality based on City and County standards (Appendix B). Development design revisions occurring after production of the report have proposed a reduced density to allow for a 13-unit Development rather than a 14-unit Development. Therefore, the following analysis is based on development of the originally proposed 14 units, and thus, presents a more conservative analysis of the Development's potential impacts than are anticipated under currently proposed conditions.

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

No Impact. Based on the air quality technical report for the Development, proposed construction of 13 single-family dwelling units on the approximately 4.2-acre Development Site will be consistent with the "Suburban" land use category designated for the site under the City's previous (1990) and current (2012) General Plan. The annexation of 3 contiguous parcels south of Lehner Avenue will also be consistent with the City's General Plan designation. As such, implementation of the proposed Project will be in conformance with the City's General Plan, and thus, consistent with San Diego Association of Governments (SANDAG) and County Regional Air Quality Strategy (RAQS) growth forecasts. Accordingly, the Project's emissions have been accounted for in the RAQS, which was created to bring the San Diego Air Basin (SDAB) into attainment for ozone. Additionally, as discussed below, the Development's construction and operational emissions will not exceed the City's established CEQA significance criteria for air quality in its Environmental Quality Regulations (EQR). Consequently, the Development will conform to the City's quality of life standards. Furthermore, the Project will be required to comply with all applicable rules and regulations established by the County San Diego Air

Pollution Control District (SDAPCD) during construction activities within the Development (i.e., SDAPCD Rule 50 [Visible Emissions], Rule 51 [Nuisance], Rule 55 [Fugitive Dust], and Rule 67 [Architectural Coatings], etc.). Therefore, implementation of the proposed Project will not conflict with applicable air quality plans.

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

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

Construction: Construction activities associated with the proposed Development will generate pollutant emissions from the following construction activities: (1) site demolition (2) site preparation, grading, and excavation; (3) construction workers traveling to and from the Development Site; (4) delivery and hauling of construction supplies to, and debris from, the Development Site; (5) fuel combustion by onsite construction equipment; (6) building construction; application of architectural coatings; and paving. These construction activities will temporarily create emissions of dust, fumes, equipment exhaust, and other air contaminants. The amount of emissions generated on a daily basis will vary, depending on the intensity and types of construction activities occurring simultaneously at the time.

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

TABLE 2: PROPOSED DEVELOPMENT REGIONAL CONSTRUCTION EMISSIONS (UNMITIGATED)

Construction Activities	Estimated Maximum Daily Emissions (lbs/day)*					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Site Demolition						
Fugitive Dust Emissions	--	--	--	--	2.60	0.39
Off-Road Emissions	4.53	44.81	33.27	0.04	2.46	2.33
On-Road Emissions	0.40	4.72	4.26	0.01	0.40	0.16
Total Emissions	4.93	49.53	37.53	0.05	5.46	2.88
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No
Site Preparation						
Fugitive Dust Emissions	--	--	--	--	6.02	3.31
Off-Road Emissions	2.38	25.09	18.36	0.02	1.51	1.39
On-Road Emissions	0.05	0.06	0.55	0.00	0.08	0.02
Total Emissions	2.43	25.15	18.91	0.02	7.61	4.72

Construction Activities	Estimated Maximum Daily Emissions (lbs/day)*					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No
Grading						
Fugitive Dust Emissions	--	--	--	--	7.05	3.44
Off-Road Emissions	3.44	36.04	23.33	0.02	2.12	1.95
On-Road Emissions	0.06	0.07	0.71	0.00	0.11	0.03
Total Emissions	3.50	36.11	24.04	0.02	9.28	5.42
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No
Building Construction						
Off-Road Emissions	3.20	23.30	16.17	0.02	1.86	1.76
On-Road Emissions	0.04	0.16	0.44	0.00	0.05	0.02
Total Emissions	3.24	23.46	16.61	0.02	1.91	1.78
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No
Paving						
Off-Road Emissions	2.00	21.00	12.67	0.02	1.26	1.16
On-Road Emissions	0.09	0.11	1.10	0.00	0.17	0.04
<i>Subtotal Emissions</i>	<i>2.09</i>	<i>21.11</i>	<i>13.77</i>	<i>0.02</i>	<i>1.43</i>	<i>1.20</i>
Architectural Coatings						
Coatings	43.80	--	--	--	--	--
Off-Road Emissions	0.45	2.78	1.92	0.00	0.25	0.25
On-Road Emissions	0.00	0.01	0.05	0.00	0.01	0.00
<i>Subtotal Emissions</i>	<i>44.25</i>	<i>2.79</i>	<i>1.97</i>	<i>0.00</i>	<i>0.26</i>	<i>0.25</i>
Total Emissions	46.34	23.90	15.74	0.02	1.69	1.45
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No

Notes:

* Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units.

N/A = non-applicable.

The Additional Annexation Area will permit an additional 5 units on three parcels south of Lehner Avenue, resulting from the zone change and increased allowable density. Construction of the 5 units is not proposed as part of this Project and will occur at a later date. Because air quality thresholds are based on daily emissions and because the 5 units will be built at a future

date separate from the 13-unit Development, it is estimated that construction impacts associated with the 5 units, 8 fewer units than analyzed in the table above, will also not exceed thresholds. Therefore Project impacts to air quality will be less than significant.

Operation: Implementation of the proposed Project will result in long-term regional emissions of criteria air pollutants and ozone precursors associated with area sources, such as natural gas consumption, landscaping, applications of architectural coatings, and consumer products, in addition to operational mobile emissions. According to the traffic impact analysis prepared for the Development, construction of the 13 single-family residential dwelling units will result in 140 additional vehicle trips per day.¹ Operations emissions associated with the proposed Development were modeled using CalEEMod, where model defaults were adjusted to reflect project-specific data, where available, including the size and type of the proposed land use. Modeled operations emissions are presented in Table 3 below.

TABLE 3: PROPOSED PROJECT OPERATIONAL EMISSIONS

Emissions Source	Estimated Emissions (lbs/day)					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Area Sources	0.82	0.01	1.18	0.00	0.03	0.03
Energy Sources	0.01	0.10	0.04	0.00	0.01	0.01
Mobile Sources	0.71	1.66	7.40	0.01	0.91	0.26
Total Emissions	1.54	1.77	8.62	0.01	0.95	0.30
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No

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

The Additional Annexation Area will potentially add an additional 5 units (40 additional vehicle trips per day) on three parcels south of Lehner Avenue resulting from the zone change and increased allowable density. The Traffic Impact Analysis (TIA) technical consultant determined that traffic generated by the Additional Annexation Area (i.e., 40 ADT) will contribute to less than the day to day fluctuations of traffic in the study area (LLG, 2014). In other words, quantifying the potential impacts of the 4 additional units neither increases the study's accuracy beyond the margin of error nor leads the study to different conclusions. Therefore, potential air

¹ Analysis is based on the Development's originally proposed 14 units, which generate 140 ADT, rather than the currently proposed 13 units, which generates 130 ADT. This document relies on the more conservative analysis.

quality impacts associated with additional vehicle traffic from the Additional Annexation Area have been analyzed as part of the Development's TIA and the findings are less than significant.

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

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

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

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

Less Than Significant Impact. The closest sensitive receptors are a single-family residence across Stanley Avenue to the North (approximately 190 feet from the Development Site to the residence building) and Rincon Middle School across Lehner Avenue to the south (approximately 125 feet from the Development site to the nearest school building). According to the Development's Air Quality technical report, construction and operation of the proposed Development could potentially expose sensitive receptors located within and adjacent to the Development Site to Carbon Monoxide (CO) hotspots and concentrations of toxic air contaminants (TACs) from onsite sources during Development construction as well as TACs from operational sources.

Carbon Monoxide Hotspots: CO concentration is a direct function of motor vehicle activity (e.g., idling time and traffic flow conditions); particularly during peak commute hours and certain meteorological conditions. Under specific meteorological conditions (e.g., stable conditions that result in poor dispersion), CO concentrations may reach unhealthy levels with respect to local sensitive land uses such as residential areas, schools, and hospitals. The Development will increase the amount of vehicular traffic on existing roads by 140 average daily vehicle trips, with the potential of lowering the Level of Service (LOS) on those roads, and therefore increasing CO concentrations associated with increased vehicle activity.

Of the five study intersections analyzed in the traffic impact analysis for the proposed Development, one is signalized, one is a one-way stop controlled (OWSC) intersection, and the remaining are all all-way stop controlled (AWSC) intersections. The proposed Development's traffic impact analysis indicates that the one signalized intersection (N. Broadway and Vista Avenue) will continue to operate at an acceptable LOS with the addition of the proposed

Development. In addition, all the other intersections will continue to operate at their existing/acceptable LOS levels with the addition of the Development once all mitigation related to transportation and traffic is implemented. As such, because the addition of 140 average daily vehicle trips by the Development will not adversely affect the existing traffic conditions in the Project Area, impacts associated with CO hotspots will be less than significant and no mitigation is required.

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

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

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

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

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

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

IV. Biological Resources

Would the Project:

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

IV. Biological Resources Discussion

A project-specific habitat assessment and tree survey of the Development Site were performed by VCS Environmental on July 31, 2013. VCS Environmental prepared the Habitat Assessment and Tree Survey Report to analyze the Development's potential impacts to the site's existing biological resources (Appendix C).

The Development site (approximately 4.2 acres) primarily consists of different agricultural uses (pasture, equestrian corrals and pens, backyard orchard) as well as a single-family residence. While there are some native plant species on site, the site does not contain any native habitat. Ornamental and native tree species are scattered throughout the property with dense canopy existing around the residential structures. The Additional Annexation Area is comprised of disturbed undeveloped land; 2 of the 3 lots proposed to be annexed adjacent to the Development Site are vacant, the third lot is a storage area for trucks, cars, and other vehicles and a few storage facilities. Table 4 shows the habitats in the Development Site and the Additional Annexation Area.

TABLE 4: HABITAT TYPES BY ACREAGE

Habitat Type	Acreage within the Development Site (including road improvements)	Acreage for Additional Annexation Area
Disturbed/Ruderal	0.13	0.26
Developed/Residential	0.69	
Developed/Agricultural	2.61	
Agricultural/Pasture	0.43	
Agricultural/Orchard	0.17	
Eucalyptus stand	0.09	
Willow stand	0.08	
Disturbed Non-native Grassland		1.27
TOTAL	4.20	1.53

Development Site*Disturbed/Ruderal*

These areas within the Development Site are compacted being occasionally subject to vehicle activity and include ruderal, non-native plant species such as ripgut brome (*Bromus diandrus*), oats (*Avena* sp.), Bermuda grass (*Cynodon dactylon*), wild radish (*Raphanus sativus*), and prickly lettuce (*Lactuca serriola*). Disturbed habitat observed on-site includes the entire southern and western roadside edges of the portion of the Development Site along Lehner Avenue and North Ash Street.

Developed/Residential

This land cover type includes residential and associated areas that are considered disturbed as a result of the residential activities. Developed areas also include ornamental landscaping and grass lawns, and storage of equipment and vehicles. There are a few scattered native trees within this area.

Developed/Agricultural

Developed/Agricultural habitat is comprised of equestrian and other domestic animal land uses. Generally the ground is bare dirt with occasional ruderal, non-native species. There are some native and some landscaped trees growing throughout the agricultural/developed portion of the site.

Agricultural/Pasture

Agricultural/Pasture land is pasture for the horses on site. This area differs from the agricultural/developed portion of the site in that it appears to be irrigated with a relatively full cover of herbaceous plants including non-natives such as Bermuda grass, cheeseweed (*Malva parviflora*), and perennial ryegrass (*Festuca perennis*), and native alkali mallow (*Malvella leprosa*). The sprinkler system is visible; no surface water leading to this area was observed.

Agricultural/Orchard

The back yard of the residence contains a small citrus (*Citrus* sp.) orchard. The small orchard is located in the northern portion of the Development Site and is bordered by Stanley Avenue.

Willow stand

A small isolated stand of native willow trees is found in the southern portion of the Development Site. The understory is comprised of ruderal, non-native species such as ripgut brome, oat, and Bermuda grass, as found in the disturbed habitat adjacent to Lehner Avenue. No evidence of surface water or flow was observed.

Eucalyptus stand

The non-native, invasive stand of eucalyptus trees is found on the western edge in the southern portion of the Development Site. The understory is comprised of ruderal, non-native species such as ripgut brome, oats, and Bermuda grass. The remaining non-native trees within the Development Site were included as part of the other dominant land covers.

The Additional Annexation Area (approximately 1.53-acre area plus approximately 0.32 acre roadway)

The 1.53-acre undeveloped area proposed for annexation to the south of the proposed Project is comprised of 0.26 acres of disturbed ruderal and 1.27 acres of disturbed non-native grassland (NNG). See Table 4 and Figure 2. The off-site intersection improvements associated with this Project would occur in previously disturbed areas consisting primarily of dirt and non-native ground cover.

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

Less Than Significant Impact. The Development would not directly or indirectly adversely affect candidate, sensitive or special status species (Habitat Assessment and Tree Survey, 2014), as none are known to be present at or near the Development Site. The 1.27-acre NNG within the Additional Annexation Area would not be disturbed as part of the Development, and future development in the Additional Annexation Area would either avoid or provide compensation for the loss of this habitat. No California Natural Diversity Database (CNDDDB) occurrences were found in the Project Area. The nearest CNDDDB record, the coastal California gnatcatcher (*Polioptila californica californica*) [CAGN], occurs approximately 0.9 mile northwest of the Project Area and was observed in 2000. No critical habitat was identified on the Project Area. The nearest critical habitat is located approximately 0.7 mile to the northwest and northeast of the Project Area for the CAGN. No coastal sage scrub (CSS) or riparian habitat exists within the Project Area. No CAGN were observed during the field survey. The onsite eucalyptus trees provide potential roosting habitat for raptors, but no evidence of nesting or roosting raptors was observed during the habitat survey. Mature trees removed by the Project would be replaced as required by Mitigation Measures BIO-1a and 1b. Potential future impacts to NNG from development on the Additional Annexation Area will be reduced to below significance with the implementation of Mitigation Measure BIO-2. Pre-construction surveys for raptors and nesting birds required by Mitigation Measures BIO-3 and BIO-4 will reduce potential impacts to these species below significance.

The Project Area is located in the Northwestern Habitat Area (NHA), which is described in the Multiple Habitat Conservation Program (MHCP) as dominated by Coastal Sage Scrub (CSS) and chaparral. No CSS or chaparral is found on the subject property. The NHA is made up of privately

owned parcels and is constrained by urban development to the south and agriculture lands to the north and west. The North County Multiple Species Conservation Plan (MSCP) subarea is north of this habitat area. The Project is located in an area that is largely developed, and no indirect impacts due to edge effects (e.g., habitat fragmentation, lighting, noise, urban runoff) would be expected to occur.

The Development would result in the loss of potential raptor roosting/nesting habitat (palm and eucalyptus trees). NNG in the general surrounding area supports small burrowing rodents, which in turn are part of the food supply for the local raptor population. The Development will not result in the loss of NNG, however approximately 1.27 acres of disturbed NNG would potentially be lost to future development in the Additional Annexation Area. Given the current disturbed state, however, the habitat does not provide substantial benefit to wildlife. Any future loss of NNG would be subject to mitigation requirements pursuant to the City's draft Subarea Plan, which requires impacts to NNG to be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank. Mature trees removed by the Project would be replaced as required by Mitigation Measure BIO-2.

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

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

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

No Impact. No evidence of surface water was observed on the Development Site during the Habitat Assessment survey. Aerial reconnaissance detected no surface water on the Additional Annexation Area. At Lehner Avenue, the topographic low-point of the property, there was no evidence of flow observed alongside the road. English plantain (*Plantago lanceolata*), with a facultative indicator of FAC-U, occurred scattered along the roadside. A catch basin is located along Lehner Avenue, receiving water from areas east and south of the property. No flowing water or ponding was observed. The results of the assessment indicate that there are no jurisdictional waters onsite and therefore the Project would not affect biological resources associated with a jurisdictional water.

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

Less Than Significant Impact. The Project is not near an established native resident or migratory wildlife corridor. The Project will not substantially impede the use of native wildlife nursery sites. The temporal loss of mature trees will result in less than significant impact with the implementation of mitigation measure BIO-1a.

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

Less Than Significant With Mitigation. A total of 51 mature trees and 1 protected Coast Live Oak tree will be removed as part of the Development. The Additional Annexation Area has one mature palm tree and 3 mature ornamental trees, based on observations from the street and aerial imagery. For compliance with the City's mature tree preservation requirements and to reduce impacts to a level below significance, the 51 removed mature trees as part of the Development would be replaced at a 1:1 ratio with a minimum size of a 24-inch box, and the 4 protected Coast Live Oak trees would be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069). See Mitigation Measure BIO-1a.

A project-specific tree assessment would need to be conducted to assess the impacts from the future development on the Additional Annexation Area. For compliance with the City's mature tree preservation requirements and to reduce impacts to a level below significance, the removed mature trees as part of the future development of the Additional Annexation Area would be replaced at a 1:1 ratio with a minimum size of a 24-inch box. If any protected trees are located in the Additional Annexation Area at the time of the future development, they will be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069). Implementation of Mitigation Measure BIO-1b would bring this potentially significant impact to less than significant.

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

Less Than Significant Impact. The City of Escondido General Plan and the Escondido Subarea Multiple Habitat Conservation Plan (MHCP), a component of the San Diego County Multiple Species Conservation Plan (MSCP), were consulted as part of the Habitat Assessment and Tree Inventory Survey performed for the Development. The Project Area is located within the boundaries of the MHCP, and the Project impacts would not be in conflict with adopted provisions of this applicable plan.

Source(s): City of Escondido General Plan (City of Escondido, 2013); City of Escondido Municipal Code (City of Escondido, 2013); Field Investigation; Habitat Assessment and Tree Survey (VCS Environmental, 2014); Project Description

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

BIO-1a: Impacts to 51 mature trees shall be mitigated by replacement of 51 mature trees at a one-to-one (1:1) ratio with a minimum size of a 24-inch box, and the 1 protected tree shall be replaced at a 2:1 ratio with a minimum size of a 24-inch box, or as otherwise determined by the City Planning Department.

BIO-1b: Any mature trees removed as part of the future development of the Additional Annexation Area would be replaced at a 1:1 ratio with a minimum size of a 24-inch box. If any protected trees are located in the Additional Annexation Area at the time of the future development, they will be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069).

BIO-2: Impacts to NNG within the Additional Annexation Area shall be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank.

BIO-3: A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the Project Area if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.

BIO-4: If Project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist will survey potential nesting vegetation within the Project Area for nesting birds, prior to commencing any Project activity. Surveys will be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings will be submitted to the City for review and concurrence prior to conducting Project activities. If no nesting birds were observed and concurrence was received, Project activities may begin. If an active bird nest is located, the nest site will be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area will not be disturbed until after September 15 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work will occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.

V. Cultural Resources

Would the Project:

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

V. Cultural Resources Discussion

The Cultural and Paleontological Resources Assessment was prepared for the Development Site. No access to the Additional Annexation Area was provided, however, the records search conducted for the analysis of the potential impacts at the Development Site included the Additional Annexation Area. The results of the record search indicate that the Additional Annexation Area has a low probability for cultural resources. While a site reconnaissance was not conducted on the Additional Annexation Area, given the disturbed, vacant nature of this area, it is unlikely that a site reconnaissance of this area would reveal a potential historic or paleontological artifact. Therefore, the discussion and conclusions in this section pertain to the Project as a whole.

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

No Impact. A field survey of the Development Site was conducted on September 19, 2013. A Cultural and Paleontological Resources Assessment (October 18, 2013) was conducted of the Development Site by Duke CRM to assess the Development's potential impacts to existing cultural resources. Information from the South Coastal Information Center (SCIC) indicated that 23 previous cultural resources investigations have been conducted within ½ mile of the Development Site, and that one study included the current Development boundaries (Kyle 2006). The SCIC identified seven previously recorded cultural resources within ½ mile of the Project, as described below.

- CA-SDI-1050, the closest of these resources, is a Pauma Complex site with scattered chipping waste and 5 manos, but no midden, approximately 300 feet from the northeast corner of the Development, on the top of the hill across Stanley Avenue. The site was originally recorded by Del True in 1962. In addition to noting the lack of a midden deposit he recommended that no recheck or further work was necessary. This site has been destroyed.

- CA-SDI-1049, a lightly scattered temporary campsite with a sub-surface component.
- CA-SDI-1057, a San Luis Rey I-II village, with possible Pauma Complex materials added.
- CA-SDI-1058, a Pauma Complex village with no midden.
- CA-SDI-1245, a milling station with a midden, remains of an adobe house, and another historic house; and
- CA-SDI-15357, a large bedrock outcrop with milling features.

None of these resources were previously recorded in the Development Site. In 2006, Kyle surveyed three parcels to the east of the Development Site to Conway Drive, and did not identify any cultural resources. The Kyle report recommended that no additional work be conducted in the Development Area.

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

No Impact. The cultural resources assessment conducted on the proposed Development Area indicated a low to moderate sensitivity for cultural resources and a low sensitivity for paleontological resources. No known cultural resources will be impacted. Therefore, no recommendations are made for further investigation on the Development Site. While no cultural resources are expected to be discovered during construction based on the field survey and research, a qualified archaeologist would be available for consultation should cultural resources be discovered during the construction phase of the Development to assess the nature and significance of the find.

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

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

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

No Impact. No human remains are known to exist at the Development Site and therefore no impacts are expected to occur. However, as a BMP, all requirements and protocols would be followed should human remains be discovered during ground disturbance. To comply with State Health and Safety Code Section 7050.5, if human remains are encountered, the County Coroner must be notified of the find immediately. No further disturbance would occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely

Descendant (MLD). The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

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

VI. Geology and Soils

Would the Project:

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

VI. Geology and Soils Discussion

As part of the geotechnical investigation of the Development Site, the rough grading plan, the requirements of the 2010 California Building Code (CBC), and the City's Building Code were reviewed. The geotechnical report is also based on the geotechnical investigation of the site which included research, field investigation (subsurface samples) and laboratory testing, as well as geotechnical review and knowledge of similar projects on adjacent or nearby parcels. Due to a lack of access, the Additional Annexation Area was not included in the subsurface sampling; however, based on the geologist's extensive knowledge of the Project Area generally, it is expected that the geological conditions of the Additional Annexation Area are the same as the Development Area. Therefore, the discussion and conclusions in this section pertain to the Project as a whole.

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

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

No Impact. A Geotechnical Study was performed by Petra (November 18, 2013) to analyze the Development's potential impacts to geology and soils (Appendix E). The nearest active fault to the Project Area is the Elsinore fault zone, located approximately 12± to 14± miles northeast of the Development Site. Furthermore, according to the geotechnical report completed for the Development, the Project Area does not lie within the boundaries of an "Earthquake Fault Zone" as defined by the State of California in the Alquist-Priolo Earthquake Fault Zoning Act.

ii) Strong seismic ground shaking?

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

iii) Seismic-related ground failure, including liquefaction?

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

iv) Landslides?

No Impact. See answer a.iii) above.

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

Less Than Significant Impact. Because the Development Site is located on existing gradual slopes, the potential for erosion does exist without proper design considerations and implementation measures aimed to eliminate erosion problems. The relatively flat Additional Annexation Area has a lesser potential for erosion, but proper design considerations are essential to control erosion at any location. The measures recommended in the Standard Grading Specifications of the Development's 2013 Geotechnical Study would be implemented at both the Development and the Additional Annexation Area to eliminate the possibility of substantial soil erosion and loss of topsoil. They include measures for Best Management Practices (BMPs) during project construction activities and measures for landscaping to control erosion during Project operation. With implementation of these Standard Grading Specifications including the BMPs, potential impacts would be less than significant.

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

No Impact. Based on conclusions drawn from the Development's geotechnical studies and in consideration of the proposed grading plans and planned development, the Project Area contains stable geological characteristics and soils that would support the Development and future development in the Additional Annexation Area. The Development and future development would follow recommendations for site preparation and grading included in the 2013 geotechnical report (or equivalent). Loose topsoil would be excavated and appropriate fill materials compacted consistent with the grading plans. Furthermore, the Development and future development would be required to comply with the California Building Code and City of Escondido building requirements.

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

Less Than Significant Impact. The results of the geotechnical studies for the Development indicate that the majority of near surface soils in the Project Area are collapsible and are essentially non-expansive; the loose natural soil encountered in the upper 2 to 3 feet, in some areas, is susceptible to collapse upon the introduction of water and/or additional loads. These surficial soils have a variable expansion potential that ranges from very low to moderate. Recommendations for treatment of expansive soil described in the geotechnical studies (or equivalent) would be implemented in order to eliminate the potential impacts to people and property. These include either the strategic placement of soils at a safe distance from proposed structures and/or the blending and re-compacting of expansive soil with non-expansive soil. Loose soils would be removed near the surface and appropriate fill would be placed where needed for structural integrity. In addition, footings and slabs would be constructed consistent with procedures of the California Building Code applicable to expansive soils. These measures for the Development and the future development in the Additional Annexation Area would ensure impacts are less than significant.

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

No Impact. The proposed Development and the future development on the Additional Annexation Area are would have access to existing City wastewater infrastructure from Lehner Avenue and would not require the use of septic tanks or alternative wastewater disposal systems.

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

VII. Greenhouse Gas Emissions

Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

VII. Greenhouse Gas Emissions Discussion

An Air Quality and Greenhouse Gas Emissions Technical Report was prepared by ESA (April 2014) to analyze the Development's potential impacts to Greenhouse emissions (GHGs) (Appendix B). Development design revisions occurring after production of the report have proposed a reduction in density to allow for a 13-unit Development. Therefore, the following analysis is based on development of 14 units rather than 13 units, and thus, presents a more conservative analysis of the Development's potential impacts than would actual proposed conditions. The proposed Development would generate GHGs from a variety of sources. First, GHG emissions would be generated during construction of the project. Once fully operational, the Development's operations would generate GHG emissions from both area sources and mobile sources. Indirect source emissions associated with the proposed residential uses include electrical consumption, water and wastewater usage (transportation), and solid waste disposal. Mobile (direct) sources of air pollutants associated with the proposed Development would consist of motor vehicles trips generated by residents and visitors. Similar but lesser (5 residential units, not 13) GHG emissions would be generated from developing the Additional Annexation Area.

Based on a review of Appendix B of the City of Escondido Greenhouse Gas Emissions Adopted CEQA Thresholds and Screening Tables document, and given that the proposed Project would only consist of 13 single-family residential units on the Development Site and an additional increase of 5 units on the Additional Annexation Area, it is concluded that the GHG emissions generated by the Project would not exceed 2,500 MT CO₂e per year. Thus, the GHG emissions attributable to the Project would be less than significant.

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

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

Less Than Significant Impact. The proposed Development consists of the construction of 13 single family residential dwelling units at an approximately 4-acre Development Site. The

Development Site's construction GHG emissions were estimated using the same assumptions and methodology as the air quality analysis and are shown in Table 5. As shown in Table 5, the total GHG emissions that are anticipated from construction of the proposed Development would be approximately 154 MT CO₂^e. Construction emissions would be temporary. The temporary construction emissions from developing the future Additional Annexation Area would only occur later in time from the Development and the total GHG emissions that are anticipated from construction of the smaller future development (5 residences) would generate less than 154 MT CO₂^e.

During operations, area and indirect emissions sources associated with the proposed Development and future development on the Additional Annexation Area would primarily result from electricity and natural gas consumption, water and wastewater transport (the energy used to pump water and wastewater to and from the project site, respectively), and solid waste generation. GHG emissions from electricity consumed onsite by the proposed Development and future development would be generated offsite by fuel combustion at the electricity provider. GHG emissions from water and wastewater transport are also indirect emissions resulting from the energy required to transport water from its source, and the energy required to treat wastewater and transport it to its treated discharge point. In addition, the residential uses at the Development Site and at the future development of the Additional Annexation Area would also generate mobile source emissions from motor vehicle trips generated by residents and visitors. The various operational GHG emissions associated with the proposed Development are shown in Table 5. Overall, the proposed Development's total annual GHG emissions resulting from construction and operational activities would be 415 MT CO₂^e per year. The future development's total annual GHG emissions resulting from construction and operational activities of 5 residences on the Additional Annexation Area would be less than 415 MT CO₂^e per year.

Table 5: ESTIMATED PROJECT CONSTRUCTION AND OPERATIONS-RELATED GHG EMISSIONS

Emission Source	Proposed Development Emissions CO₂e (MT/yr)*
Construction	
Total	154
Operations	
Mobile Sources	182
Electricity Consumption	33
Natural Gas Consumption	21
Water Consumption	7
Solid Waste	7
Area Source	11
Subtotal	261
TOTAL ANNUAL PROJECT EMISSIONS	415^a
City Screening Threshold	900
Significant Impact?	No

NOTES: * Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units.
CO₂e= carbon dioxide equivalent; MT/yr = metric tons per year; see Appendix A for CalEEMod model outputs.

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

As shown in Table 5, the Development's construction and operational GHG emissions, which would occur together in 2014 only, would not exceed the 2,500 MT of CO₂^e per year. While the future development's construction and operational GHG emissions would be less than 415 MT of CO₂^e per year, for purposes of analysis, we have assumed that the GHG emission from the future development equals 415 MT of CO₂^e per year. Thus, the proposed Project would, over time, generate less than 950 MT of CO₂^e per year, not result in the generation of substantial levels of GHG emissions, and would not result in emissions that would adversely affect the statewide attainment of GHG emission reduction goals of AB 32. This impact would be less than significant.

Furthermore, with respect to the County's interim approach to addressing climate change in CEQA documents, the County of San Diego Department of Planning and Land Use follows the recommendations by the South Coast Air Quality Management District (SCAQMD) in their interim guidance for evaluating GHGs under CEQA, where it is recommended that a project's construction emissions be amortized over 30 years and added to the project's operational emissions. Based on the total construction emissions shown in Table 5 (154 MT of CO₂e), the Development's construction-related GHG emissions would equal to approximately 5 MT of CO₂e per year after amortization over 30 years per County of San Diego DPLU methodology. When this annual amount of 5 MT of CO₂e is added to the Development's annual operational emissions of 261 MT of CO₂e, an annual total of 266 MT of CO₂e would result, which would not exceed the County's interim screening threshold of 900 MT of CO₂e per year. Using the analysis presented above regarding the future development of the Additional Annexation Area, the

Project's annual total amortized emissions would not exceed the County's interim screening threshold of 900 MT of CO₂e per year. Thus, based on the County's interim approach to addressing climate change in CEQA documents, the proposed Project would not result in the generation of substantial levels of GHG emissions and would not result in emissions that would adversely affect the statewide attainment of GHG emission reduction goals of AB 32.

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

No Impact. As discussed above, the GHG emissions generated by the proposed Project would not exceed the City's 2,500 MT of CO₂e per year screening threshold. As the 2,500 MT of CO₂e per year threshold has been developed as part of the E-CAP development review process, the Project would not interfere with implementation of the E-CAP. Additionally, the Project's annual GHG emissions would also not exceed the County's 900 MT of CO₂e per year screening threshold. Consequently, the implementation of the proposed Project would not hinder the ability of the State to achieve AB 32's goal of achieving 1990 levels of GHG emissions by 2020. In addition, once the energy and water consumption reductions from compliance with the mandatory requirements of CALGreen are accounted for, the GHG emissions associated with the proposed Project would be even lower.

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

Consistency with City of Escondido Climate Action Plan: As discussed previously, the E-CAP serves as an implementation tool of the City General Plan to guide development in the City to meet the objectives of conserving resources and reducing GHG emissions. Following the State's adopted AB 32 GHG reduction target, the E-CAP sets a goal to reduce its GHG emissions back to 1990 levels by the year 2020. This target was calculated as a 15 percent decrease from 2005 levels, as recommended in the AB 32 Scoping Plan. In order to reduce its GHG emissions by 15 percent from 2005 levels by 2020, the City estimated the community-wide emissions for the year 2020, based on population and housing growth projections associated with the assumptions used in the City's General Plan Update, which was completed in 2012. Through this forecast, the City was able to determine the amount of GHG emissions that would need to be reduced in order for the City to reach its reduction target by 2020. Thus, because development of the proposed Project would be consistent with the residential land use designation for the project site identified in the City's General Plan Land Use and Community Form Element, the GHG emissions associated with the Project would have already been accounted for in the City's future emissions forecast. As such, implementation of the proposed Project would be consistent with the E-CAP. Additionally, because the GHG emissions generated by the proposed Project would not exceed the 2,500 MT of CO₂e per year threshold established in the E-CAP, the Project

would not hinder the City's ability to reduce its GHG emissions in accordance with AB 32 requirements. Therefore, implementation of the proposed Project would not adversely affect the statewide attainment of GHG emission reduction goals of AB 32.

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

VIII. Hazards and Hazardous Materials

Would the Project:

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

VIII. Hazards and Hazardous Materials Discussion

The Phase I was prepared for the Development Site. No access to the Additional Annexation Area was provided, however, this area was observed from the street and by aerial imagery. The records search conducted for the analysis of existing hazards for the Development included the Additional Annexation Area. The results of the record search indicate that the Additional Annexation Area has a low probability for existing hazards. While a site reconnaissance was not conducted on the Additional Annexation Area, given the vacant nature of this area, there is little opportunity for the presence of significant hazardous material to be stored in the Additional Annexation Area. Therefore, the discussion and conclusions in this section pertain to the Project as a whole.

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

Less Than Significant Impact. A Phase I Environmental Site Assessment was prepared by Petra (November 22, 2013) to analyze the Development's potential impacts to Hazards and Hazardous Materials (Appendix F). The proposed Project would include the development of 13 single-family homes and includes neither industrial elements nor association with the storage, handling, or transportation of hazardous materials. With the exception of occasional refueling during the Project construction phases only, no hazardous materials would be onsite. All construction related refueling will be conducted in accordance with BMPs and take place in a designated, protected area of the Development Site and of the Additional Annexation Area. The improved off-site intersections would not result in increased use of the roadways by trucks carrying hazardous materials.

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

Less Than Significant Impact. The proposed Project would include the development of 13 single-family homes in the Development Area and 5 homes on the Additional Annexation Area and upon Project completion no significant hazards or releases of hazardous materials would be expected of this land use. The Development, and developments completed on the Additional Annexation Area, would have the potential of accidental fuel and/or chemical spills during the grading and construction phases. The contractor would be required to implement BMPs to reduce impacts of a potential spill, such as implementing a Spill Prevention, Control, and Countermeasures (SPCC) Plan and maintaining at the job site the applicable equipment and material designated in the SPCC Plan. With these BMPs, potential impacts would be less than significant.

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

Less than Significant Impact. The Development Site and Additional Annexation Area are located within one-quarter mile of Rincon Middle School. According to the hazardous materials report, Phase I Environmental Site Assessment (Petra, 2013), because the Development Site has a historical land use of agriculture, there is a potential that pesticides and herbicides persistent in the environment were applied and residual concentrations may remain in soil and drainages on the site. According to County of San Diego guidelines, soils contaminated with pesticides and herbicides associated with historic agricultural use are not regulated as hazardous materials unless those materials are planned for offsite export (2007). Because no grading materials are currently planned for export, the potential for exposure of residual concentrations of pesticides and herbicides to the nearby Rincon Middle School is less than significant. In addition, BMPs will be utilized and current regulations will be followed for the handling and processing of hazardous materials should they be found on site during demolition or construction. The removal of trash and debris will also be observed in accordance with current regulations.

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

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

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

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

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

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

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

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

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

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

Source(s): City of Escondido General Plan (City of Escondido, 2013); County of San Diego Guidelines for Determining Significance, Hazardous Materials and Existing Contamination (County of San Diego, 2007); Geotracker (California State Water Resources Control Board, 2013); Field Investigation; Phase I Environmental Site Assessment (Petra, 2013); Project Description

IX. Hydrology and Water Quality

Would the Project:

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

IX. Hydrology and Water Quality Discussion

A Water Quality Technical Report (WQTR) was prepared by BHA (November 1, 2013) and a hydraulic analysis was prepared by Tory R. Walker Engineering, Inc. (2014) to analyze the Development's potential impacts to Hydrology and Water Quality (Appendix J). Groundwater was not found onsite. The predominant soil type existing on-site is Type B, which provides an opportunity for infiltration of storm water runoff into the native soils. The runoff from the properties to the north is collected along Stanley

Avenue and carried past the Project Area in rural side-road ditches. The adjacent parcel to the southwest has an approved Tentative Map with the City of Escondido, TM 889, which is shown on the Water Quality Report Exhibit for this Development. To the northwest, future construction on Tract No. SUB 13-003 would prevent any future off-site discharge from that development from crossing into the Development Site. The Development Site is currently 11 percent impervious surface and 50 percent impervious post-development. All 4.2 acres are to be disturbed.

In the post-Project condition, the Development Site entrance along Stanley Avenue will collect a small amount of surface runoff from Stanley Avenue, where a proposed road widening and sidewalk area will be constructed. A minor increase in impervious surface will be attributed to the street improvements. The downstream drainage infrastructure is capable of handling the additional runoff generated from the increased pavement from the roadway improvements (personal communication, Ryan Waufle, BHA Engineering). Pre- and post-construction conditions will remain the unchanged relative to treatment of roadway runoff.

Surface runoff generated by the Development will be captured on the street and conveyed to a pair of curb inlets, one on each side of the proposed street, before flowing into the cul-de-sac. These curb inlets will be connected via parallel storm drains to another pair of curb inlets at the back of the cul-de-sac, which will drain to a bioretention basin located in the back of the Development. The basin will provide treatment and detention of the storm water per City of Escondido Standard Urban Storm Water Mitigation Plan (SUSMP) requirements, and will outlet to an existing 66-inch storm drain below Lehner Avenue. Adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows..

Regarding the volume and velocity (Q) of surface runoff, the additional runoff volume generated from developing the site will be released to the existing outlet at a flow rate below the 10% Q_2 lower threshold. Additionally, the project will also not increase peak flow rates between the Q_2 and the Q_{10} , and therefore be below levels of significance and consistent with the SUSMP (BHA, 2013). The table below shows existing Q flows, post-project Q flows and the anticipated change in Q flows in cubic feet per second (cfs). The anticipated change shows a reduction in cfs.

TABLE 6: SURFACE RUNOFF VELOCITY EXISTING AND POST-DEVELOPMENT

Return Period (Frequency)	Existing Condition (cfs)	Post-Development Condition (cfs)	Change (cfs)
2-year	1.510	0.710	(0.800)
3-year	1.946	1.031	(0.914)
4-year	2.116	1.313	(0.803)
5-year	2.274	1.617	(0.657)
6-year	2.425	1.674	(0.751)
7-year	2.500	1.800	(0.700)
8-year	2.521	1.990	(0.531)
9-year	2.602	2.171	(0.431)
10-year	2.757	2.294	(0.463)

Surface runoff generated on the Additional Annexation Area currently flows to Lehner Avenue and Vista Way and is carried to the existing 66-inch storm water drain. Proposed mitigation for potential impacts to storm water facilities includes that adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows.. In the post-Project condition, the downstream drainage infrastructure is capable of handling the additional runoff generated from the increased pavement from the roadway improvements (personal communication, Ryan Waufle, BHA Engineering). Pre- and post-construction conditions will remain unchanged relative to treatment of roadway runoff. On-site water quality treatment basin(s) will be required to treat and detain the storm water generated for future development on the Additional Annexation Area per the City's SUSMP and HMP requirements.

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

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

Based on the City of Escondido SUSMP and Hydromodification Plan (HMP), the developments associated with the Project have been determined to be Priority Development Projects and subject to hydromodification controls. The WQTR (Appendix J) identifies the bioretention basin as the post-construction BMP to address water quality impacts for the Development. Water quality treatment basin(s) will be designed and sized to accommodate the future development on the Additional Annexation Area. The bioretention system is essentially a surface and sub-surface water filtration system that incorporates both plants and underlying filter soils for removal of contaminants. The bioretention system is effective in removing sediments and attached pollutants and in delaying runoff peaks by providing retention capacity and reducing flow velocities. The WQTR also provides specific design and maintenance information for the bioretention system for the Development, and a corresponding document would be prepared for the future projects on the Additional Annexation Area.

Minor intersection improvements would result in widening of the road to include dedicated turn lanes (TIA, Appendix G). The Project would thus incrementally increase the amount of surface runoff as a result of additional pavement; however the existing road drainage facilities are adequate to provide conveyance of increased storm water flows (personal communications, Ryan Waufle, BHA Engineering). In addition, the Development will contribute to new off-site drainage improvements through payment of a Community Benefit Fee/Infrastructure Deficiency

Fee. Because the City will require a development agreement for the future development on the Additional Annexation Area, the Community Benefit Fee/Infrastructure Deficiency Fee will be assessed at the time of development. In addition, to address potential impacts to drainage facilities, adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows. This requirement may be reduced based on further refinement to the hydrology analysis.

With the implementation of the proposed improvements, potential impacts from the Project would be less than significant.

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

No Impact. The Project would not deplete groundwater supplies and would not interfere with groundwater recharge by building additional wells or by altering a stream, wetland, or existing groundwater recharge facility because these resources/facilities are not found within the Project Area.

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

Less Than Significant Impact. No watercourse or wetland is present on the site or off-site near the Project Area. The proposed Development would not alter the existing drainage pattern of the site however the surface sheet flow would be collected in the bioretention basin. The moderate slope of the site helps provide natural drainage of the site without additional grading. In addition, the bioretention basin to be constructed and maintained on the south end of the site would ensure no substantial erosion or siltation would occur and would bring potential impacts below significance. Water quality treatment basins will be designed and sized to accommodate the future development on the Additional Annexation Area, as required by the SUSMP and HMP, which would bring potential water quality impacts from the future development below significance.

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

Less Than Significant Impact. The conversion of approximately half of the site to impervious surface would result in a greater volume of surface flow. Based on the WQTR, the Development has been designed to collect and treat the runoff generated by the Development and would avoid on-and off-site flooding while maintaining acceptable velocities of storm water flows leaving the site (Appendix J). A bioretention basin would be constructed and maintained on the

south end of the site to treat and retain runoff before it is discharged into the storm water system in Lehner Avenue. As described in the Project's Development Agreement, the City has noted current capacity for these anticipated flows and flood control is adequate. In addition, the Project will also contribute to off-site drainage improvements through payment of a Community Benefit Fee/ Infrastructure Deficiency Fee, which is also identified in the Project's Development Agreement. Based on Development design, existing capacity, and the Project's contribution to off-site drainage improvements, potential impacts would be reduced to less than significant. It is expected that the proposed annexation parcels will be similarly conditioned by the City and will be required to construct development-specific bioretention facilities as well as contribute to a community improvement fee.

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

Less Than Significant Impact with Mitigation. The Project would be expected to incrementally increase the amount of surface runoff as a result of additional paved and hardscape surfaces of the residential developments. The Development and the future development on the Additional Annexation Area would be required to comply with National Pollution Discharge Elimination System (NPDES) standards. Consequently, runoff from the Project would not be considered significant and the Project would not materially degrade the existing drainage facilities or degrade water quality. In addition, Drainage Facilities Fees would be paid consistent with City required Development Fees to contribute funding for adequate infrastructure to manage storm water runoff and pollution. The downstream drainage infrastructure is capable of handling the additional runoff generated from the increased pavement from the roadway improvements (personal communication, Ryan Waufle, BHA Engineering). Pre- and post-construction conditions will remain the unchanged relative to treatment of roadway runoff. It is expected that the future development on the Additional Annexation Area will be similarly conditioned by the City of Escondido and will be required to comply with the NPDES standards as well as contribute to a drainage facility fee.

In addition, to address potential impacts to drainage facilities, adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows. This requirement may be reduced based on further refinement to the hydrology analysis.

With the implementation of the proposed improvements, potential impacts from the Project would be less than significant.

f) *Otherwise substantially degrade water quality?*

No Impact. See answer IX.e above.

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

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

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

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

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

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

j) Inundation by seiche, tsunami, or mudflow?

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

Source(s): City of Escondido General Plan (City of Escondido, 2013); Field Investigation; Water Quality Technical Report (BHA, Inc. 2013); Project Description

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

HYD-1a: Adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows.

X. Land Use Planning

Would the Project:

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

X. Land Use Planning Discussion**a) Would the Project physically divide an established community?**

No Impact. The Project proposes the development of 13 single-family residences within an established community and the annexation of approximately 1.85 acres (approximately 1.53 acres of offsite private property and 0.32 acre of public roadway) currently within the City's Sphere of Influence (SOI) but still within the County of San Diego jurisdiction. In addition to the 13-unit Development, an additional 5 residences are allowed on the Additional Annexation Area. The change in zoning as a result of the annexation will not physically divide the community, as the annexation will result in increased community structure by placing the annexed area inside City limits, a defined community. The proposed annexation would incrementally implement the City and County's long-range goal to annex identified County lands within the City's SOI. Table 7 shows the City and County's zoning and land use designations for the combined Project area.

TABLE 7: EXISTING ZONING AND LAND USE DESIGNATIONS FOR PROJECT AREAS

	City (pre-zone)	County
Zoning	R2 R-1-10 (light multiple residential, 1 unit per 10,000 square feet).	Semi-Rural Residential of 1 dwelling unit per 1 gross acre, slope less than 25%.
General Plan Designation	Residential – Suburban (3.33 units/acre).	SR-1 (1 DU/1, 2, 4 ac) – Agriculture. One unit per acre allowed density.

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

Less Than Significant Impact. The City of Escondido General Plan is the applicable land use plan for the Project Area. The Suburban land use designation of the General allows a maximum density of 3.3 dwelling units per acre with a minimum lot size of 10,000 square feet (sf). The Development's TTM (Appendix A, Figure 3) shows all lots larger than 10,000 sf, and therefore the Development is consistent with the lot size requirement.

The Development also proposes to construct such other improvements required by the Conditions of Approval and the Development Agreement. The terms of the Development Agreement would allow the developer to proceed with construction of 13 residences in return for the construction of public improvements and the payment of funds (deficiency fees) for upgrades to existing water, street and drainage infrastructure in the North Broadway area. As described in the Development Agreement, compensation for these upgrades includes payment of a Community Benefit Fee of \$12,500 per unit, and a fair share contribution to the future signalization of the Ash Street/Vista Avenue intersection. Improvements include construction of dedicated turn lanes and transitions at the Ash Street/Lehner Avenue and Ash Street/Vista Avenue intersections. The Development Agreement would ensure consistency with the City's Growth Management Ordinance requirements for new residential development within the North Broadway Region of influence; therefore, Development impacts to applicable land use plans, policies and regulations would be less than significant. A proposed development of the 5 homes on the Additional Annexation Area would also require a Development Agreement that would require consistency with the Growth Management Ordinance and therefore, Annexation impacts to applicable land use plans, policies and regulations would be less than significant.

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

Less Than Significant Impact. As described in Section IV(f), this Project is not in conflict with the applicable habitat conservation plan.

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

XI. Mineral Resources

Would the Project:

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

XI. Mineral Resources Discussion

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

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

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

No Impact. See answer XI.a above.

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

XII. Noise

Would the Project:

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

XII. Noise Discussion

A Noise Technical Report (NTR) was prepared by ESA (April 2014) to analyze the Development's potential impacts on noise based on City and County standards (Appendix H). Development design revisions occurring after production of the report have proposed a reduced density to allow for a 13-unit Development rather than a 14-unit Development. Therefore, the following analysis is based on development of the originally proposed 14 units, and thus, presents a more robust analysis of the Development's potential impacts than are anticipated under currently proposed conditions. The NTR's analysis prepared for the Development Site also can be used to evaluate the potential noise impacts for the Additional Annexation Area. Given the proximity of the Additional Annexation Area to the Development, it is reasonable to extrapolate the data to address impacts to this area in addition to the Development. Therefore, the discussion and conclusions in this section pertain to the Project as a whole.

The Development's potential construction-related and operational-related noise impacts were evaluated based on City standards for exterior sound levels and per the City's General Plan and Noise Policy 5.3 of the Community Protection Element; and per County significance standards. The City and County significance criteria thresholds are shown in Table 8 below.

TABLE 8: CITY AND COUNTY EXTERIOR SOUND LEVEL LIMITS

CITY THRESHOLDS		
Zone	Time	Applicable Limit One-hour Average Sound Level (A-weighted Decibels)
Residential zones	7:00 A.M. to 10:00 P.M.	50
	10:00 P.M. to 7:00 A.M.	45
COUNTY THRESHOLDS		
Zone	Time	One-hour Average Sound Level Limits (dBA)
(1) R-S, R-D, R-R, R-MH, A-70, A-72, S-80, S-81, S-87, S-90, S-92, and R-V and R-U with a density of less than 11 dwelling units per acre	7:00 A.M. to 10:00 P.M.	50
	10:00 P.M. to 7:00 A.M.	45

With regards to traffic noise, the significance of the proposed Development's noise impacts were determined by comparing estimated Development-related noise levels to existing no-Development noise levels. The traffic noise significance criteria thresholds are shown in Table 9 below.

TABLE 9: EXTERIOR INCREMENTAL ENVIRONMENTAL NOISE IMPACT STANDARDS FOR NOISE-SENSITIVE USES (DB)

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

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

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

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

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

Less than Significant Impact with Mitigation.

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

The Project will add additional vehicles on surrounding roadways and therefore potentially impact ambient noise levels with increased traffic noise. The proposed Project will increase local noise levels by a maximum of 0.8 dB L_{dn} at the roadway segment of Stanley Avenue, east of N. Ash Street. As this noise increase will not exceed the City’s allowable noise increment, this impact will be less than significant. In addition, as the other roadway segments that are located even farther away from the Project Area will experience less traffic increases due to the Development, the increase in local noise levels at these roadway segments will also not exceed the County’s allowable noise increments, and impacts will be less than significant.

Cumulative mobile source noise impacts will occur primarily as a result of increased traffic on local roadways due to the proposed Development and related projects within the study area. Therefore, cumulative traffic-generated noise impacts have been assessed based on the contribution of the proposed Development to the future cumulative base traffic volumes on the roadway segments in the Development vicinity. The Development’s maximum contribution to cumulative traffic noise levels will be 0.6 dB L_{dn} at the segment of Vista Avenue, west of N. Ash Street. As the increase in roadway noise at this roadway segment will not exceed the allowable incremental noise increase of 3.0 dB L_{dn} , the noise increase associated with the Development will not be substantial based on the City’s noise standards for allowable incremental noise increases². Aside from this roadway segment, all of the remaining roadways in the Project Area will not be exposed to incremental noise increases from the Development that will exceed the City’s noise standards for allowable incremental noise increases. Therefore, the Development’s contribution to cumulative traffic noise impacts will be less than significant (ESA, Noise Technical Report, 2014).

Furthermore, the Development’s maximum contribution to cumulative peak hour traffic noise levels will be 0.1 dB Leq at the segment of N. Broadway, south of Stanley Avenue. As this noise increase will not exceed the allowable incremental noise increase of 3.0 dB Leq, the noise

²

Because the project site is anticipated to be annexed into the City prior to development of the project, the applicable noise criteria from the City, instead of the County, is used for this analysis. Since the City’s allowable noise increase criteria is more stringent than the County’s criteria, even under a scenario where the project site is not annexed by the City prior to development of the Project, the use of the City’s criteria in this report provides an analysis that is more conservative in nature.

increase will not be substantial. The noise increase due to future development of 5 houses in the Additional Annexation Area, therefore, will also be less than significant. As the remaining roadways analyzed will not be exposed to any noise level increases attributable to the Development, the peak hour noise increases at these roadway segments will also not be substantial. Therefore, the Project's contribution to cumulative peak hour traffic noise impacts at institutional land uses will be less than significant (ESA, Noise Technical Report, 2014).

The Project's Additional Annexation Area will potentially add an additional 5 units (50 additional vehicle trips per day) on three parcels south of Lehner Avenue resulting from the zone change and increased allowable density. The Traffic Impact Analysis' (TIA) technical consultant provided consultation regarding potential impacts resulting from the Project's annexation and determined that an additional 5 units will contribute to less than the day to day fluctuations of traffic in the study area (LLG, 2014). In other words, quantifying the potential impacts of the 5 additional units neither increases the study's accuracy beyond the margin of error nor leads the study to different conclusions. Therefore, impacts associated with the Additional Annexation Area are considered less than significant with regard to traffic. Correspondingly, impacts to noise from the 5 units, which are analyzed based on traffic generation rates and findings made in the TIA, will also have a less than significant impact per City and County standards.

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

Table 10 shows the hourly noise levels (L_{max}) produced by various types of construction equipment based on a distance of 50 feet between the equipment and noise receptor for the Development. It should be noted that L_{max} noise levels associated with the construction equipment will only be generated when the equipment are operated at full power. Typically, the operating cycle for a piece of construction equipment will involve one or two minutes of full power operation followed by three or four minutes at lower power settings. As such, the L_{max} noise levels shown in Table 10 will only occur occasionally throughout the construction day.

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

TABLE 10: MAXIMUM NOISE LEVELS FROM CONSTRUCTION EQUIPMENT

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

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

During construction of the Project, the nearest and most notable offsite sensitive receptors to the Project Area will be the surrounding residential uses and the Rincon Middle School. The Additional Annexation Area and the Development are approximately equidistant from these receptors and the noise analysis for the Development is appropriate for the future development on the Additional Annexation Area. Due to the use of construction equipment during the construction phases, the Project will expose these surrounding off-site sensitive receptors to increased exterior noise levels. According to Section 36.409 of the County's Noise Abatement and Noise Control Ordinance, with the exception of emergency work the County has deemed it unlawful for any person to operate construction equipment, or cause construction equipment to be operated, that exceeds an average sound level of 75 dB for an eight-hour period, between 7:00 A.M. and 7:00 P.M., when measured at the boundary line of the property where the noise source is located or on any occupied property where the noise is being received. In addition, with respect to the City's construction noise regulations, Section 17-234 of the City Municipal Code stipulates that construction equipment or a combination of equipment are not allowed to operate so as to cause noise in excess of a one-hour average sound level limit of 75 dB at any time, unless a variance has been obtained in advance from the City Manager.

During Project construction, the noise levels experienced at the nearest off-site receptors will vary depending on the distance of the construction equipment within the site to the receptor. For instance, the construction noise levels experienced at the off-site receptors to the north will be the greatest when construction equipment are operating in the northern portion of the Project Area, while noise levels at these receptors will be the lowest when construction equipment are operating in the southern portion of the Project Area. Thus, the noise levels will fluctuate over the course of a construction day as equipment moves back and forth across the Project Area. In addition, the construction of the Additional Annexation Area will occur at a different time from the Development which will result in reduced noise generation from construction. Because the Development's specific construction equipment roster and schedule have not been finalized at this time, an approximate estimate of construction noise levels is conducted for the purpose of this analysis using the general assessment approach

recommended by the Federal Transit Administration (FTA). Table 11 shows the estimated construction noise levels that will occur at the nearest off-site sensitive uses during construction at the Project Area. The estimated noise levels at the off-site sensitive receptors were calculated using the Federal Highway Administration (FHWA)'s Roadway Construction Noise Model (RCNM), and were based on the concurrent operation of the two noisiest pieces of equipment (i.e., grader and tractor) at the center of the Development.

TABLE 11: EXTERIOR NOISE AT OFF-SITE SENSITIVE USES FROM Development CONSTRUCTION*

Off-site Sensitive Land Uses	Location	Approximate Distance to Project Site Boundary (ft.) ^a	Estimated Hourly Noise Levels (dB L _{eq}) ^b	Applicable Hourly Noise Standard (dB L _{eq})
Residences	North of the Project Area, across Stanley Ave.	400	66	75
Residence	Directly east of the Project Area	145	74	75
Rincon Middle School	South of the Project Area, across Lehner Ave.	567	63	75
Residence	South of the Project Area, across Lehner Avenue	590	62	75
Residence	Southwest of the Project Area	450	65	75
Residences	West of the Project Area	433	65	75

* Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units.

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

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

As shown in Table 11, the estimated construction noise levels generated by the Development will range from 62 dB Leq at the nearest residential use property line located south of the Project Area, across Lehner Avenue, to 74 dB Leq at the nearest residential use located east of the Project Area. Overall, none of the identified nearest off-site sensitive receptors will be exposed to noise levels that exceed 75 dB Leq. Thus, under the scenario where the construction noise levels shown in Table 11 at the off-site sensitive receptors will occur for a full hour, the City's 1-hour average noise standard of 75 dB for construction activities will not be exceeded. Furthermore, since the 1-hour average construction noise levels will not exceed 75 dB, then an 8-hour average of those noise levels (i.e., County construction noise standard) will also not exceed 75 dB. Therefore, the Development's construction activities will not violate the construction noise standards of the County's Noise Abatement and Control Ordinance or the City's municipal code.

Despite not exceeding the County's or the City's construction noise standards, when the Development's estimated construction noise levels are compared with the ambient daytime noise levels that were measured at the nearby off-site sensitive uses to the Project Area, the exterior noise levels at these off-site sensitive receptors will experience an increase in noise levels during construction of the Development. It should be noted, however, that the construction-related noise levels associated with development under the Development will be

temporary in nature, and will not generate continuously high noise levels, although occasional single-event disturbances from grading and construction are possible. In addition, construction equipment engines will also likely be intermittently turned on and off over the course of a construction day. Although construction noise levels will only be temporary in nature, measures MM N-1 through MM N-7, which will require the implementation of noise reduction devices and techniques during project construction, are included to reduce the construction-related noise levels at nearby receptors to the maximum extent feasible. With the implementation of MM N-1 through MM N-7, the temporary construction noise impacts will be minimized and impacts will be less than significant.

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

Less than Significant Impact.

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

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

The various peak particle velocity (PPV) and root mean square (RMS) velocity in Decibel (VdB) levels for the types of construction equipment that will operate during the construction of the proposed Development are identified in Table 12. Based on the information presented in Table 12, vibration velocities could reach as high as approximately 0.089 inch-per-second PPV at 25 feet from the source activity, depending on the type of construction equipment in use. This corresponds to a RMS velocity level (in VdB) of 87 VdB at 25 feet from the source activity.

TABLE 12: VIBRATION SOURCE LEVELS FOR CONSTRUCTION EQUIPMENT*

Equipment	Approximate PPV (in/sec)					Approximate RMS (VdB)				
	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet

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

* Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units.

SOURCE: FTA, 2006.

Construction activities associated with the proposed Development will have the potential to impact the nearest surrounding off-site sensitive receptors to the Project Area, which include the surrounding residential uses to the north, east, and west, and the Rincon Middle School located to the south. Table 13 shows the construction-related groundborne vibration levels that will occur at the identified off-site sensitive uses during construction at the Project Area.

TABLE 13: GROUNDBORNE VIBRATION LEVELS AT OFF-SITE SENSITIVE USES*

Off-site Sensitive Land Use	Approximate Distance to Project Area (ft.) ^a	Estimated PPV (in/sec)
Residences located north of the Project Area, across Stanley Ave.	110	0.001
Residence located directly east of the Project Area	183	0.004
Rincon Middle School located southeast of the Project Area, across Lehner Ave.	360	0.002
Residence located south of the Project Area, across Lehner Avenue	356	0.002
Residence located southwest of the Project Area, across Lehner Avenue	240	0.003
Residences located west of the Project Area, across N. Ash Street	324	0.002

ft. = feet

in/sec = inches per second

* Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units.

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

As shown in Table 13, the vibration velocities forecasted to occur at the off-site sensitive receptors could potentially range from 0.002 in/sec PPV at the Rincon Middle School and the off-site residence located south of the Project Area, across Lehner Avenue, to 0.01 in/sec PPV at

the residences located north of the Project Area, across Stanley Avenue. None of the buildings at the identified off-site sensitive use locations are considered to be fragile structures that are extremely susceptible to vibration damage. For the purpose of this analysis, the identified off-site residential structures surrounding the Project Area are considered to be “older residential structures,” while the Rincon Middle School structures are considered to be “modern industrial/commercial buildings,” based on the structure descriptions provided under Caltrans vibration criteria. With respect to the vibration sources associated with project construction, it is not anticipated that any continuous/frequent intermittent sources of vibration will occur as no pile-driving or compaction activities will be required at the Project Area. As such, only transient sources of vibration are anticipated to be generated at the Project Area during construction. Based on the information shown in Table 13, none of the existing off-site residential structures will be exposed to PPV groundborne vibration levels that exceed the 0.5 inches per second criteria for transient sources. In addition, the Rincon Middle School will not be exposed to PPV groundborne vibration levels that exceed the 2.0 inches per second criteria for transient sources. Furthermore, the highest vibration level of 0.01 in/sec PPV at the residences located north of the Development Site will be barely perceptible with respect to Caltrans vibration annoyance potential criteria. As such, groundborne vibration impacts at off-site sensitive receptors during project construction with respect to building damage and human annoyance will be less than significant (ESA, Noise Technical Report, 2014).

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

Less Than Significant Impact.

Construction Noise: According to the NTR for the project (ESA, 2013, Appendix H), a temporary increase in ambient noise levels will occur during the demolition, grading and construction project phases. Temporary increase in ambient noise levels will also occur in the Additional Annexation Area during construction in this area. The potential impacts for temporary demolition, grading and construction activities are discussed in answers XII.a and XII.b above.

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

HVAC units and exhaust fans may be installed on the proposed single-family residential units in the Project Area. Due to their proximity, the noise levels generated by the new HVAC units and exhaust fans for the proposed Project could potentially disturb the existing residential uses to the north and east of the Project Area. However, it should be noted that as an industry practice, the design of the onsite HVAC units and other noise-generating mechanical equipment associated with the new residential units at the Project Area will typically be equipped with noise muffling devices or shielding (e.g., enclosures) to reduce noise levels that may affect nearby noise-sensitive uses. In addition, for the proposed Development, all HVAC units will be located in either the rear or side of the new residences where they will be shielded from neighboring uses by blocked walls. Furthermore, the HVAC units for the Development installed

will be typical of those used at other existing residences in the Project vicinity, and generally will not represent a substantial source of noise. It is expected that the future residences in the Additional Annexation Area will also install typical HVAC unit. Thus, impacts from HVAC-related noise levels associated with the proposed Project will be less than significant.

Furthermore, in order to ensure that onsite operational noise will not adversely affect the future residents at the Project Area, measure MM N-8 will be implemented to ensure that all exterior windows associated with the proposed residential uses will be constructed such that sufficient sound insulation is provided to ensure that interior noise levels will be below a L_{dn} or CNEL of 45 dB in any residential unit.

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

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

Less than Significant Impact with Mitigation. A temporary increase in ambient noise levels will occur during the grading and construction project phases. The potential impacts for temporary grading and construction activities are discussed in answers XII.a and XII.b above. Implementation of MM N-1 through MM N-7 described below will reduce the potential impacts to a level below significance.

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

No Impact. The Project Area is not located within an airport land use plan and is located outside the sphere of influence for the McClellan-Palomar Airport, which is the nearest public airport. The site is not located within the vicinity of a private airstrip. The nearest private airstrip is located approximately 4.6 miles to the northeast at Lake Wohlford Resort.

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

No Impact. See answer XII.e above.

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

Noise Avoidance, Minimization, and Mitigation. The following mitigation measures will be implemented to minimize potential impacts from the Development and future construction on the Additional Annexation Area:

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

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

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

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

MM N-5: If the Project is under the jurisdiction of the County at the time of development, the Applicant and/ or Contractor shall notify all construction workers prior to the commencement of construction that activities generating impulsive noise levels at the Project Area must be limited to no more than 15 minutes in a given hour when such activities are located adjacent to an off-site sensitive receptor (residence). Impulsive noise is defined by the County as a single noise event or a series of single noise events that causes a high peak noise level of short duration (one second or less) measured at a specific location (Section 36.410 of the County's Noise Abatement and Control Ordinance).

MM N-6: The Applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who is responsible for responding to any concerns regarding construction noise and vibration. The liaison's telephone number(s) shall be prominently displayed at the Project Area. Signs shall also be posted at the Project Area that include permitted construction days and hours.

MM N-7: Construction activities shall be limited to permitted construction hours designated by the applicable jurisdiction for the project at the time of development. If the project is under the jurisdiction of the County at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 7:00 P.M. from Monday through Saturday. Further, no construction activity shall be undertaken on Sundays and recognized County holidays (Section 36.408 of the County's Noise Abatement and Control Ordinance). If the project is under the jurisdiction of the City at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).

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

XIII. Population and Housing

Would the Project:

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

XIII. Population and Housing Discussion:

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

Less Than Significant Impact. The Project would build 18 single-family residences which would incrementally increase the population in the immediate area (13 within the Development and 5 on the Additional Annexation Area). These additional units would support the City's Regional Share Housing Requirements and the General Plan Housing Policy 1.1 to expand the stock of all housing while preserving the health, safety, and welfare of residents, and maintaining the fiscal stability of the City. While population growth is anticipated, it is consistent with City planning efforts and County expectations for de-annexation. According to the City's General Plan Housing Element, each household in the City has an average of 3.12 persons. By applying 3.12 persons per household to the additional 13 residences from the Development and the 5 residences in the Additional Annexation Area, the Project is anticipated to increase the population of the City by 56 persons. Compared to an estimated population in 2010 of 143,911 residents, the increase in population of 0.03% by the Project will not cause a significant population impact. Development of the Project will be supported by one additional road/cul-de-sac that will be constructed within the project site to provide the new units with access to and from existing Stanley Avenue. Off-site intersection improvements identified in the TIA (Appendix G) and required by the Development Agreement will be constructed. No other infrastructure is proposed aside from utility improvements on the property that would tie into existing offsite municipal infrastructure.

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

Less Than Significant Impact. The Project Area currently contains one single-family residence that would be demolished. The Project would construct 18 single-family units (13 within the Development and 5 on the Additional Annexation Area. Therefore, adequate replacement housing is part of the Project design and impacts would be less than significant. There are no housing units on the Additional Annexation Area.

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

No Impact. See answer XIII.b above.

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

XIV. Public Services

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

XIV. Public Services Discussion:

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

i) Fire protection

Less Than Significant Impact. The Project Area is within the Rincon Del Diablo Fire Protection District with services provided by the Escondido Fire Department. Fire Station #7 is the closest station, approximately 1.5 miles from the site and located at 1220 North Ash. The Project would incrementally increase the need for service in the area by adding 18 single-family residences. Consistent with the Citywide Facilities Plan, this increase would be offset by the payment of Public Facilities Fees paid at the time of building permit issuance. In addition, the Project would be subject to fire building plan fees and review to ensure the Project is in compliance with access and safety standards. Based on information provided by the City, upon request for service, one engine and two ambulances will respond from station #7 within the response time mandated by the General Plan.

ii) Police protection

Less Than Significant Impact. The Project would incrementally increase the need for additional police service with the development of 18 residential units. Consistent with the Citywide

Facilities Plan, this incremental increase would be offset by the payment of Public Facilities Fees paid at the time of building permit issuance. Based on information provided by the City, the Escondido Police Department will provide services from the new police and fire headquarters building located at 1161 North Centre City Parkway. Therefore, no impacts to service level are anticipated to result from the proposed Development.

iii) Schools

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

iv) Parks

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

v) Other public facilities

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

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

XV. Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

XV. Recreation Discussion:

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

Less Than Significant Impact. The Project proposes the development of 18 single-family residences that would lead to an incremental increase on the use of public parks and recreational facilities. Impacts to these facilities would not be substantial and potential impacts would be offset by the payment of Park and Facilities Impact Fees paid upon issuance of building permits.

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

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

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

XVI. Transportation and Traffic

Would the Project:

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

XVI. Transportation and Traffic Discussion:

A Traffic Impact Analysis (TIA) was performed by LLG Engineers (April 4, 2014) to analyze the potential impacts on existing and future Transportation and Traffic conditions in the Project Area from a 14-unit residential development. Design revisions occurring after April 4, 2014, have reduced the number of units to 13. Therefore, the following analysis based on the TIA presents a more robust analysis of the Development's potential impacts than actual proposed conditions. The study area includes the following five (5) existing intersections and five (5) street segments.

Intersections:

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

Segments:

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

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

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

Level of service (LOS) is the term used to denote the different operating conditions which occur on a given roadway segment or intersection under various traffic volume loads. Level of service designations range from A to F, with LOS A representing the best operating conditions and LOS F representing the worst operating conditions. LOS is used to determine whether or not a project will have a significant impact on an existing roadway or intersection based on local and/or regional thresholds called significance criteria. Per City standards, thresholds of significance are not triggered at intersections or roadway segments that continue to operate at a level of LOS A, B or C after project implementation. Per County standards, thresholds of significance are not triggered at intersections or roadway segments that continue to operate at a level of LOS A, B, C or D after project implementation. Because the City thresholds are more restrictive than the County's, the City's thresholds will be used for this analysis

The Project study area includes locations that lay both within the City of Escondido and County of San Diego jurisdictions. The City thresholds regarding intersections are analyzed in Tables 15, 17, 19 and 20 below; City and County thresholds are different regarding roadway segments and are therefore analyzed under separate criteria in Tables 16 and 18 below (LLG, 2014). The following is a summary of the significance criteria from each jurisdiction that was utilized in the TIA. The table below summarizes the amount of traffic which can be added to a (LOS D/E/F location before a significant impact is calculated for the Project.

TABLE 14: PROPOSED THRESHOLDS TO IDENTIFY PROJECTS SIGNIFICANT TRAFFIC IMPACT (CITY OF ESCONDIDO)

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

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

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

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

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

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

Project Impacts to Existing Traffic

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

The Development is calculated to generate 140 daily trips with 11 trips (3 inbound/8 outbound) in AM peak hour and 11 trips (7 inbound/4 outbound) during PM peak hour. The Development traffic was distributed to the local street system based on the Development's proximity to I-15, local roadway network, employment centers, commercial areas, local schools and traffic circulation. In addition, future immediate area cumulative development potential was taken into consideration in the traffic analysis, as well as several specific cumulative development projects to analyze the impacts of the Development with and without future development. Tables 15 and 16 on the following pages show the existing conditions and expected post-Development operational conditions for affected intersections and road segments.

Table 15: NEAR-TERM INTERSECTION OPERATIONS

Intersection	Control Type	Peak Hour	Existing		Existing + Project			Significant?	Existing + Project + "Adjacent" Residential Projects			Significant?
			Delay ^a	LOS ^b	Delay	LOS	Δ^c		Delay	LOS	Δ	
1. N. Broadway / Stanley Ave	MSSC ^d	AM	21.1	C	22.2	C	1.1	No	26.1	D	3.8	No
		PM	11.4	B	11.4	B	0	No	11.7	B	0.3	No
2. N. Ash St / Stanley Ave	AWSC ^e	AM	12	B	12.3	B	0.3	No	13	B	0.7	No
		PM	9	A	9.1	A	0.1	No	9.6	A	0.4	No
3. N. Ash St / Lehner Ave	AWSC	AM	30.5	E	31.4	E	0.9	No	23.4	C	(8.0) ^f	No
		PM	11.1	B	11.2	B	0.1	No	11.6	B	0.4	No
4. N. Broadway / Vista Ave	Signal	AM	13	B	13.1	B	0.1	No	14.2	B	1.1	No
		PM	8.7	A	8.7	A	0	No	8.9	A	0.2	No
5. N. Ash St / Vista Ave <i>Mitigated^g</i>	AWSC	AM	47	E	47.4	E	0.4	No	75.8	F	28.4	Yes
		AM						–	29.2	C		–
		PM	10.9	B	11	B	0.1	No	13.5	B	2.5	No

Footnotes:

- a. Average delay expressed in seconds per vehicle.
b. Level of Service.
c. Δ denotes an increase in delay due to Development.
d. MSSC – Minor street Stop Controlled intersection. Minor street left turn delay is reported.
e. AWSC – All-Way Stop Controlled intersection.
f. Intersection delay improved with rerouting of existing traffic due to closure of Lehner Avenue east of Vista Avenue to through traffic, associated with a different subdivision project on APNs 224-130-07, 08, 12, 13.
g. See Figure 13-1 in TIA for mitigation sketch.

General Notes: Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units. BOLD typeface indicates a potentially significant impact.

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

Table 16: NEAR-TERM STREET SEGMENT OPERATIONS

Street Segment	Jurisdiction	Capacity (LOS E)	Existing			Existing + Project				Significant?	Existing + Project + "Adjacent" Residential Projects				Significant?
			ADT ^a	LOS ^b	V/C ^c	ADT	LOS	V/C	Δ ^d		ADT	LOS	V/C	Δ	
N. Ash Street															
Stanley Ave to Lehner Ave	City	12,000 ^{e,f}	4,200	B	0.350	4,270	B	0.356	0.006	No	4,700	B	0.392	0.036	No
	County	12,900 ^{g,f}	4,200	C	0.326	4,270	C	0.331	70	No	4,700	C	0.364	70	No
South of Vista Ave	City	12,000 ^{e,f}	7,040	C	0.587	7,080	C	0.590	0.003	No	7,720	C	0.590	0.000	No
	County	12,900 ^{g,f}	7,040	D	0.546	,080	D	0.549	40	No	7,720	D	0.549	40	No
Stanley Avenue															
East of N. Ash St	City ^h	4,500 ⁱ	660	C	N/A	800	C	N/A	N/A	No	1,120	C	N/A	N/A	No
Vista Avenue															
N. Broadway to Ash St	City	12,000 ^{e,f}	4,170	B	0.348	4,190	B	0.349	0.002	No	4,870	B	0.406	0.057	No
	County	12,900 ^{g,f}	4,170	C	0.323	4,190	C	0.325	20	No	4,870	C	0.378	20	No
N. Broadway															
South of Vista Ave	City ^h	37,000	10,740	A	0.29	10,81	A	0.292	0.002	No	11,710	A	0.316	0.024	No

Footnotes:

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

General Notes: Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units. Data shown in this table for County analysis was provided to VCS by LLG for informational purposes and was not included as part of the original TIA.

As shown in Table 15 above, analysis of the Development's potential impacts to Existing Conditions and to Existing Conditions + Adjacent Residential Projects determined that all study area intersections are calculated to continue operation at LOS C or better during both the AM and PM peak hours except for the intersections of N. Broadway / Stanley Avenue and N. Ash Street / Vista Avenue. The N. Broadway / Stanley Avenue intersection is calculated to continue operation at LOS D during the AM peak hour. The N. Ash Street / Vista Avenue intersection is calculated to continue operation at LOS F, also during the AM peak hour. Potentially significant impacts would be associated with the change in LOS for the N. Ash Street / Vista Avenue intersection only, based on the significance criteria thresholds discussed above and without mitigation. As shown in Table 16 above, all of the study area street segments are calculated to continue operation at LOS C or better on a daily basis. Therefore, the Development would have no significant impacts on street segment operation based on significance criteria thresholds (LLG, Traffic Impact Analysis, 2014, Appendix G). The additional 50 ADT estimated by the future development in the Additional Annexation Area would not contribute sufficient trips to alter the conclusions of the traffic analysis (personal communication, Ryan Waufle, BHA Engineering).

Cumulative Project Impacts to Traffic

The analysis of the impacts at intersections from Development implementation to cumulative conditions represents a more robust analysis of the potential long-term impacts associated with this Development plus other reasonably foreseeable projects that will occur in the future in the immediate vicinity of the proposed Development. Additionally, the cumulative analysis takes into account planned future changes to the roadway system. Specifically, a proposed subdivision at Lehner and Vista is currently being analyzed by the City, which includes the closure of the intersection of Lehner Avenue and Vista Avenue and the change of Lehner Avenue from a through street between Vista Avenue and N. Ash Street to a cul de sac with access from N. Ash Street only. Therefore, the cumulative analysis models future traffic conditions, given the proposed Development plus reasonably foreseeable future projects on the road system with the planned changes previously described. Analysis of the Development's potential cumulative impacts is shown on the following pages in Tables 17 and 18. The additional 50 ADT estimated by the future development in the Additional Annexation Area would not contribute sufficient trips to alter the conclusions of the traffic cumulative analysis (personal communication, John Boarman, LLG Engineering).

Table 17: EXISTING + PROJECT + CUMULATIVE PROJECTS INTERSECTION OPERATIONS

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

Footnotes:

- a. Average delay expressed in seconds per vehicle.
b. Level of Service.
c. MSSC – Minor street Stop Controlled intersection. Minor street left turn delay is reported. AWSC – All-Way Stop Controlled intersection.
d. Intersection delay improved with rerouting of existing traffic due to closure of Lehner Avenue east of Vista Avenue to through traffic, associated with a different subdivision project on APNs 224-130-07, 08, 12, 13.
e. See *Figure 13-1 in TIA for mitigation sketch*.

General Notes:

Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units. BOLD and highlighted typeface indicates a potentially significant impact.

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

Table 18: EXISTING + PROJECT + CUMULATIVE PROJECTS SEGMENT OPERATIONS

Street Segment	Jurisdiction	Capacity (LOS E)	Existing			Existing + Project + Total Cumulative			Significant?
			ADT ^a	LOS ^b	V/C ^c	ADT	LOS	V/C	
N. Ash Street									
Stanley Ave to Lehner Ave	City	12,000 ^{d,e}	4,200	B	0.350	4,860	B	0.405	No
	County	12,900 ^{f,e}	4,200	C	0.326	4,860	C	0.377	No
South of Vista Ave	City	12,000 ^{d,e}	7,040	C	0.587	7,820	C	0.652	No
	County	12,900 ^{f,e}	7,040	D	0.546	7,820	D	0.606	No
Stanley Avenue									
East of N. Ash St	City ^g	4,500 ^h	660	C	N/A	1,200	N/A	N/A	No
Vista Avenue									
N. Broadway to Ash St	City	12,000 ^{d,e}	4,170	B	0.348	5,230	B	0.436	No
	County	12,900 ^{f,e}	4,170	C	0.323	5,230	C	0.405	No
N. Broadway									
South of Vista Ave	City ^g	37,000	10,740	A	0.29	12,420	A	0.336	No
	City	12,000 ^{d,e}							

Footnotes:

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

General Notes: Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units. Data shown in this table for County analysis was provided to VCS by LLG for informational purposes and was not included as part of the original TIA.

The cumulative analysis determined that all the study area intersections are calculated to continue to operate at LOS C or better during both the AM and PM peak hours with the exception of the intersections of N. Broadway / Stanley Avenue and N. Ash Street / Lehner Avenue, which will both continue to operate at LOS D during the AM peak hour; and with the exception of the intersection of N. Ash Street and Vista Avenue, which is forecast to continue to operate at LOS F during the AM peak hour. Based on the significance criteria thresholds, the Project's cumulative impacts on the intersection of N. Ash Street / Vista Avenue would be considered significant without mitigation (LLG, Traffic Impact Analysis, 2014, Appendix G). In addition, without mitigation, significant impacts as defined in Escondido Municipal Code Section 33-924 are triggered by this Project.

Mid Afternoon Peak Hour Analysis

A Mid-Afternoon peak hour intersection analysis was conducted for all analysis scenarios to determine the operations at the two intersections during the afternoon school bell. Peak hour counts were conducted between 2:00 PM and 4:00 PM. Analysis of the Development's potential impacts based on mid-afternoon peak hour analysis is shown on the following pages in Tables 19 and 20.

Table 19: NEAR-TERM INTERSECTION OPERATIONS (MID-AFTERNOON TIME FRAME)

Intersection	Control Type	Existing		Existing + Project			Significant?	Existing + Project + "Adjacent" Residential Projects			Significant?
		Delay ^a	LOS ^b	Delay	LOS	Δ^c		Delay	LOS	Δ	
3. N. Ash St / Lehner Ave <i>Mitigated^e</i>	AWSC ^d	37.6	E	38.3	E	0.7	No	39.8	E	2.2	Yes
								26.6	D		
5. N. Ash St / Vista Ave <i>Mitigated^e</i>	AWSC	41.8	E	42.2	E	0.4	No	66.8	F	25.0	Yes
								28.8	C	—	—

Footnotes:

- a. Average delay expressed in seconds per vehicle.
b. Level of Service.
c. Δ denotes an increase in delay.
d. AWSC – All-Way Stop Controlled intersection.

General Notes:

Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units. BOLD typeface indicates a potentially significant impact.

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

Table 20: EXISTING + PROJECT + CUMULATIVE PROJECTS INTERSECTION OPERATIONS (MID-AFTERNOON TIME FRAME)

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

Footnotes:

- a. Average delay expressed in seconds per vehicle.
b. Level of Service.
c. Δ denotes an increase in delay.
d. AWSC – All-Way Stop Controlled intersection.

General Notes: Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units. BOLD typeface indicates a potentially significant impact.

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

The mid-afternoon peak hour analysis determined that the Project would have potentially significant impacts to the intersections of N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue under the Existing + Project + Adjacent Residential Project conditions and cumulatively under Existing + Project + Total Cumulative Project Conditions. Potentially significant impacts would be associated with the change in LOS at N. Ash Street / Vista Avenue and with the anticipated delays in service anticipated at both intersections without mitigation (LLG, Traffic Impact Analysis, 2014, Appendix G).

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

Less Than Significant With Mitigation. The TIA prepared for the Development analyzed the near-term intersection operations, near-term street segment operations, highway capacity, traffic volumes associated with the Project + Adjacent Projects, and traffic volumes associated with the Project + future (cumulative) projects. Under the scenarios analyzed for Existing + Project + "Adjacent" Residential Projects; Existing + Project + Total Cumulative Projects; and for near-term and cumulative operations during the mid-afternoon time-frame; the proposed Development was found to result in potentially significant impacts to the intersections of N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue. The potentially significant impacts are associated with the anticipated change in LOS at N. Ash Street / Vista Avenue and with the

anticipated delays in service anticipated at both intersections (LLG, Traffic Impact Analysis, 2014, Appendix G). Mitigation measures MM T-1 and MM T-2 discussed below provide for making improvements to both of these intersections, for making associated street improvements, and for paying a fair-share contribution to signalize the intersection of N. Ash Street / Vista Avenue. Implementation of mitigation measures MM T-1 and MM T-2 will reduce the potential impacts to below significance per City and County standards.

The Project's Additional Annexation Area includes a change to existing zoning for 3 contiguous parcels south of Lehner Avenue, in addition to the Project's Development footprint. The zoning change will allow for an increased density from 1 house to 5 houses should these parcels be developed in the future (net increase of 4 units). The parcels' change in density, as a result of the Additional Annexation Area, is consistent with the City's General Plan for area build-out, and consistent with the City's pre-zoning designation. In addition, the additional 4 peak hour trips associated with the Additional Annexation Area do not have the potential to change the LOS of surrounding intersections because those few peak hour trips are less than the day to day fluctuations of traffic in the study area and less than the potential modeling error (LLG, 2014). Furthermore, the traffic modeling of cumulative conditions accounts for the general background growth of traffic in future conditions, which exceeds the minor increase in peak hour trips associated with the Additional Annexation Area.

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

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

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

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

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

No Impact. The Development design is consistent with City street design standards and the 13-unit residential development does not result in hazards related to design features. The Additional Annexation Area south of Lehner Avenue proposes no development at this time. If future development of this area is to occur, it could be subject to additional review under CEQA and must be in conformance with City street design standards at the time of review.

e) *Would the Project result in inadequate emergency access?*

No Impact. The City has confirmed that the Development design is consistent with City street design and will not impede emergency access to or from the Development. If future development of the Additional Annexation Area occurs, it could be subject to additional review

under CEQA and would be required to be in conformance with City street design standards at the time of review.

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

No Impact. The closest public transportation access point is at North Broadway and Stanley Avenue, a North County Transit Authority Bus route. Two proposed Class III bicycle routes (provides for shared use with pedestrian or motor vehicle traffic) and one Class II bicycle route (provides a striped lane for one-way bike travel on a street or highway adjacent to auto travel lanes) are within approximately 0.22 mile of the Project Area. The performance or safety of these proposed routes/existing roads will not be affected by the construction or operation of the Project.

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

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

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

The following mitigation measures are included to mitigate the Project's potential impacts to below significance:

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

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

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

MM T-4: The Development shall construct a 4-foot wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue.

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

XVII. Utilities and Service Systems

Would the Project:

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

XVII. Utilities and Service Systems Discussion:

In the proposed Development Agreement for the Development, the City acknowledges that it will have sufficient capacity in its infrastructure services and utility systems, including, flood control, sewer collection, sewer treatment, sanitation service and, except for reasons beyond the City's control, water supply, treatment, distribution and service, to accommodate the Development. To the extent that the City renders such services or provides such utilities, the City agrees that it will serve the Development and that there shall be no restriction on connections or service for the Development except for reasons beyond the City's control. However, the City has indicated that it can guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the Development for only one year from the Effective Date pursuant to the Development's Development Agreement. As part of the City's standard agreement language, the City will only guarantee one year of service to protect against instances where an approved Development's construction phase is postponed to a future time where capacity has eventually decreased to inadequate levels. Consultation with the City's sewer plant engineer has verified that current capacity is more than adequate to service the Development and is projected to remain adequate for approximately 10 years based on current demand and anticipated growth, including the Additional Annexation Area.

The Development site and Annexation Area properties are currently on septic systems. Serving these County areas with existing City wastewater treatment facilities will eliminate the existing potential for leakage of the septic systems. The County zoning is related to the number of homes that can be accommodated by septic systems, and upon rezoning of the properties, the County's septic requirements are no longer applicable. Therefore, because the wastewater treatment of the residences to be constructed in the Project Area will be substantially improved to be compliant with City regulations, the potential impacts to County requirements for septic systems in this area will not be further discussed.

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

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

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

Less Than Significant Impact. The Project would require adequate sewer and treatment services for the proposed 18 single-family residential units. These services would be provided by existing City utility lines with approval by the City Engineer and in accordance with applicable Master Plans. The City has acknowledged that sufficient capacity for sewer collection, sewer treatment and sanitation service for the Development will exist as of the Effective Date per the Development's Development Agreement and will guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project for one year from the Effective Date. As discussed above, the City has determined that it has more than adequate capacity to support the additional 18 single-family residential units, provided project construction is completed within the next 10 years. The Project would have no additional wastewater treatment elements that could exceed Regional Water Quality Control Board requirements.

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

Less Than Significant Impact. Per the Development's Development Agreement with the City, the Project will construct an 8-inch water line within the development; the project will also provide a reimbursement of \$3,555 per unit for construction of a new 12" water line within Stanley Avenue between Ash Street and Conway Drive. The Development's contribution to construction of the new water line will provide adequate water supply and capacity to support the Development and reduce potential impacts to a level below significance. No significant effects will occur from construction of the new water line that will take place within an existing street. The development of the Additional Annexation Area will be required to coordinate with the City

Engineer and will likely be required to contribute to the cost of the infrastructure improvements to the water line.

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

Less Than Significant Impact. The Project would incrementally increase the amount of surface runoff as a result of additional pavement and hardscaped surfaces. The Development proposes one on-site bioretention basin, which would collect and treat the runoff generated by the Development before releasing it. In addition, Implementation of MM HYD-1a described in the section on Hydrology and Water Quality will ensure adequate drainage improvements are constructed to handle storm water to the City's satisfaction. The existing road drainage facilities are adequate to provide conveyance of increased storm water flows due to the minor road improvements. Furthermore, the Development will contribute to new off-site drainage improvements through payment of a Community Benefit Fee/Infrastructure Deficiency Fee. Future development of the Additional Annexation Area will also require coordination with the City regarding on-site bioretention facilities needed to treat and detain storm water generated by the future development and will need to comply with existing City, state, and federal requirements regarding the treatment and release of storm water. Consequently, potential impacts would be less than significant.

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

Less Than Significant Impact. According to the City of Escondido General Plan Figure III-12, the Project is within the City of Escondido Utilities Department Water Service Area. Sufficient water supplies are available to serve the Project from existing entitlements and resources. To ensure adequate supply and service, the Project would comply with all applicable design criteria of the City of Escondido 2012 Water Master Plan. In addition, the Development will pay Development Impact Fees upon issuance of building permits to offset any potential impacts to water supply infrastructure, and it is presumed that the residential development on the Additional Annexation Area will also be required to comply with the applicable design criteria of the Water Master Plan and to pay the impact fees.

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

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

residential development on the Additional Annexation Area will also be required to pay the connection fee.

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

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

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

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

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

XVIII. Mandatory Findings of Significance

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

XVIII. Mandatory Findings of Significance Discussion:

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

Less Than Significant With Mitigation. Implementation of City requirements to replace the 51 mature trees that would be removed by the Development at a 1:1 ratio (at a 2:1 ratio for the protected tree) with a minimum size of 24-inch box would reduce the impacts from loss of this resource (**MM BIO-1a**). Future development on the Additional Annexation Area that would impact mature or protected trees would also be mitigated at these ratios (**MM BIO-1b**). The Development and future development on the Additional Annexation Area would result in potential impacts to raptors and nesting birds. Any Project activity that has a potential to directly adversely affect raptors and nesting birds (e.g., removal of a nest) would implement **MM BIO-2** and **MM Bio-3** to ensure no impact would occur to raptors or nesting birds. The Additional Annexation Area supports approximately 1.27 acres of NNG; impacts to the NNG from future development on the Additional Annexation Area would be offset by the implementation of **MM BIO-4** which requires the purchase of credits at a reduced ratio of 0.5:1 from the Daley Ranch Mitigation Bank or other acceptable banking program. Construction of the Development and future development of the Additional Annexation Area will increase the amount of impervious surface. Implementation of **MM HYD-1a** will ensure adequate drainage improvements are constructed to handle storm water to the City's satisfaction.

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

Less Than Significant With Mitigation. No impacts were identified as potentially cumulatively significant except for traffic impacts associated with a potential decrease in LOS at the intersections of N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue as discussed in the Transportation and Traffic section above (LLG, Traffic Impact Analysis, 2014, Appendix G). Therefore, mitigation measure **MM T-1 through 5** will be implemented to ensure this impact is reduced below significance. Incremental increases in impacts to the environment (e.g., air, biological resources, land use, etc.) are within the thresholds set by the City's General Plan and supporting planning documents.

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

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

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

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

Petra. 2013. Geotechnical Plan Review, Proposed Single Family Residential Development, Portion of Lot J in Block 418, Tract 1520 (APN 224-142-13,-14), Located between Stanley Avenue and Lehner Avenue, City of Escondido, California.

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PLANNING COMMISSION

Agenda Item No.: G.2
Date: August 12, 2014

CASE NUMBER: ADM 14-0121-Appeal

APPELLANT: Ash Street Ventures, LLC

LOCATION: The approximately 1.56-acre site is located on the western side of Ash Street, between Washington Avenue and East Valley Parkway, addressed as 415 N. Ash Street (APNs 230-133-31, 34).

TYPE OF PROJECT: Appeal of a Land Use Determination made by the Director of Community Development.

PROJECT DESCRIPTION: An appeal of a Land Use Determination made by the Director of Community Development. The Director has determined that a 99 Cents Only Store proposed in the former Fresh and Easy building located within the East Valley Parkway Area Plan is a "retail use with across the board maximum pricing or 'everything under' pricing," and is therefore not allowed within the East Valley Parkway Area Plan.

STAFF RECOMMENDATION: Consider the appellant's appeal in light of a recent City Council decision on a similar appeal

GENERAL PLAN DESIGNATION: GC (General Commercial)

ZONING: CG (General Commercial) / East Valley Parkway Area Plan

BACKGROUND/SUMMARY OF ISSUES: On July 16, 2014, a Land Use Determination was made by the Director of Community Development (attached) to not allow a proposed 99 Cents Only Store within the vacant, former Fresh and Easy building on North Ash Street. The property is located within the East Valley Parkway Area Plan which was developed to provide a strategy for the revitalization of the physical character and economic health of the East Valley Parkway business community. The East Valley Parkway Area Plan lists a number of prohibited uses, including "retail uses with across the board maximum pricing or 'everything under' pricing." The Director's determination is final unless a written appeal to the Planning Commission and fee are filed in a timely manner. A valid appeal was filed by the property owner on July 17, 2014. The Planning Commission, by a majority vote, may approve, modify or disapprove the Land Use Determination made by the Director of Community Development.

On February 12, 2014, the City Council approved a similar appeal of a Land Use Determination by the Director of Community Development. The Director had determined that a 99 Cents Only Store proposed within the former Old Navy building in the Civic Center Plaza, was not a permitted use pursuant to the Downtown Specific Plan. The City Council action overturned a Planning Commission decision to uphold the Director's decision and was limited to that particular property. The appellant in this case is requesting that the Land Use Determination made by the Director of Community Development, based on a strict interpretation of current language in the area plan, be overturned and that the 99 Cents Only Store be allowed on this site within the East Valley Parkway Area Plan.

Staff feels that the issues are as follows:

1. Whether or not the land use determination made by the Director of Community Development was in accordance with the East Valley Parkway Area Plan that prohibits "retail uses with across the board maximum pricing or 'everything under' pricing" (Section 4.7 Prohibited Uses).
2. Whether recent City Council action on a similar appeal and anticipated changes to the East Valley Parkway Area Plan could justifiably lead to an alternative determination.

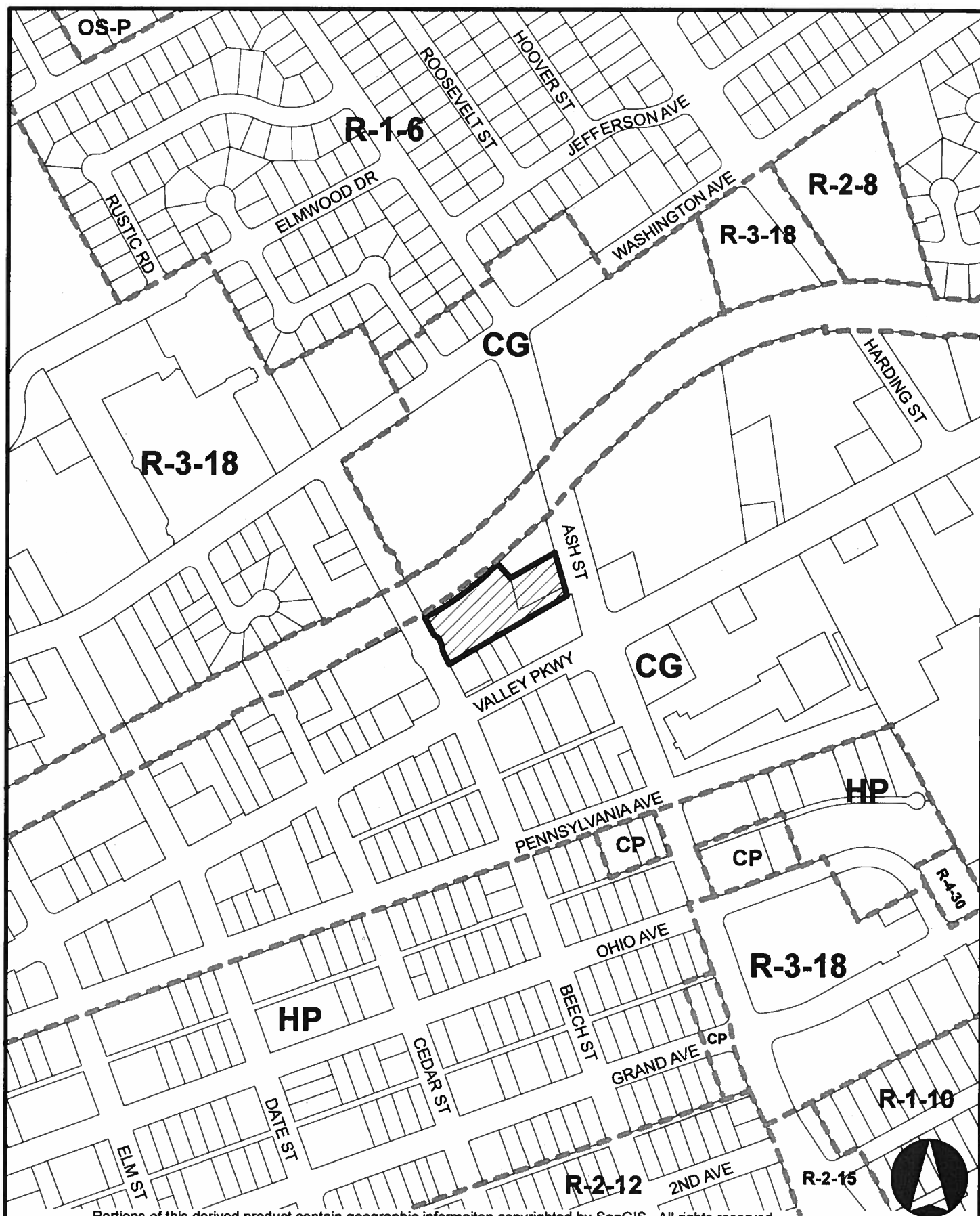
REASON FOR STAFF RECOMMENDATION:

1. The Determination made by the Director of Community Development to not allow the proposed land use was based on a strict interpretation of the current language in the East Valley Parkway Area Plan that prohibits "retail uses with across the board maximum pricing or 'everything under' pricing."
2. Based on a recent City Council approval of a 99 Cents Only Store in an area governed by the exact same code language as in the East Valley Parkway Area Plan, staff feels the Planning Commission has wide latitude to consider this precedent when reviewing this appeal.
3. Staff intends to prepare an update to the East Valley Parkway Area Plan as part of the on-going General Plan Implementation Program. It is anticipated that the staff recommendations will include the elimination of the current prohibition on national retailers with maximum pricing strategies.

Respectfully Submitted,

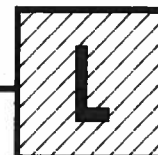


Bill Martin
Deputy Planning Director

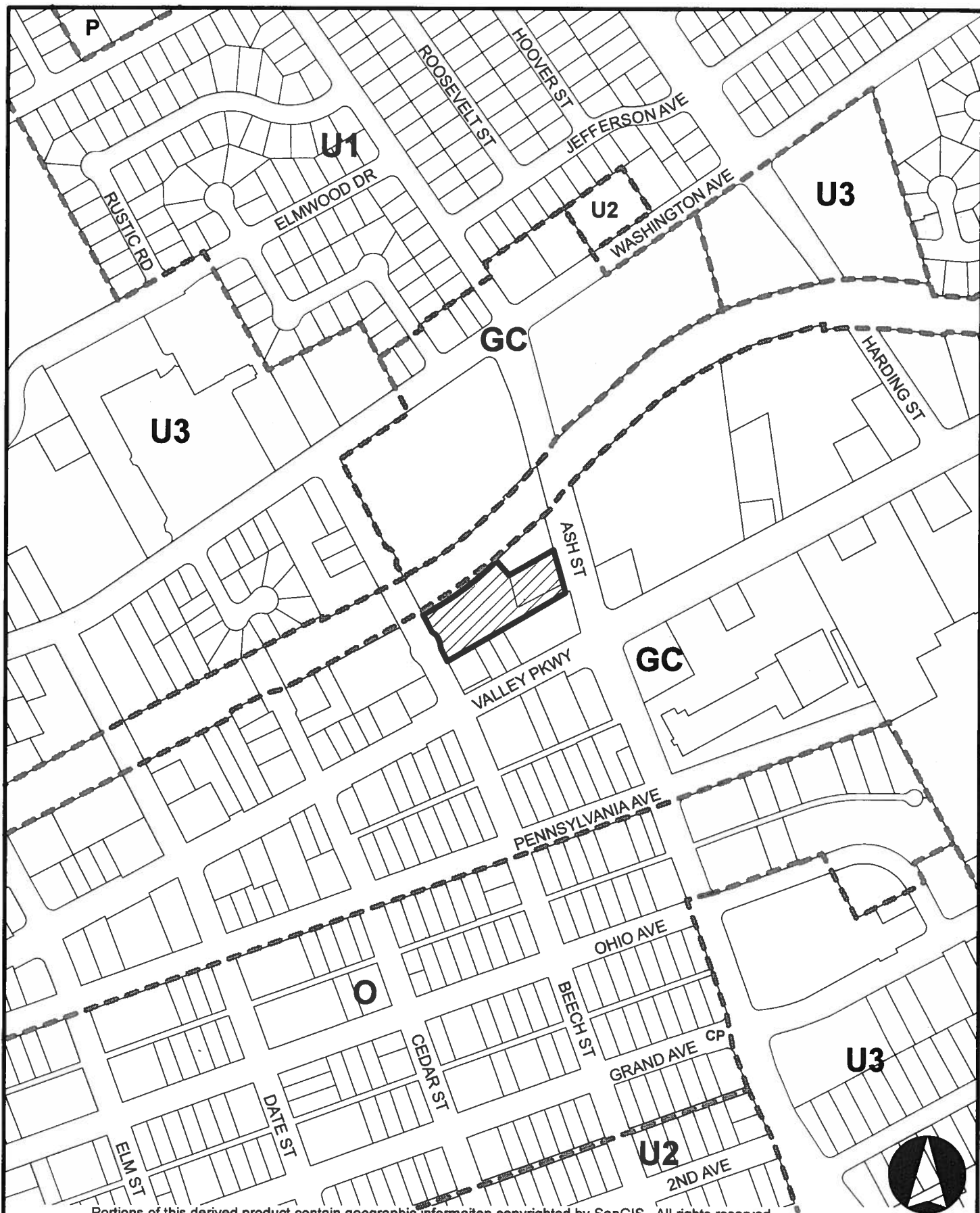


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PROPOSED PROJECT ADM 14-0121



LOCATION/ZONING



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PROPOSED PROJECT ADM 14-0121



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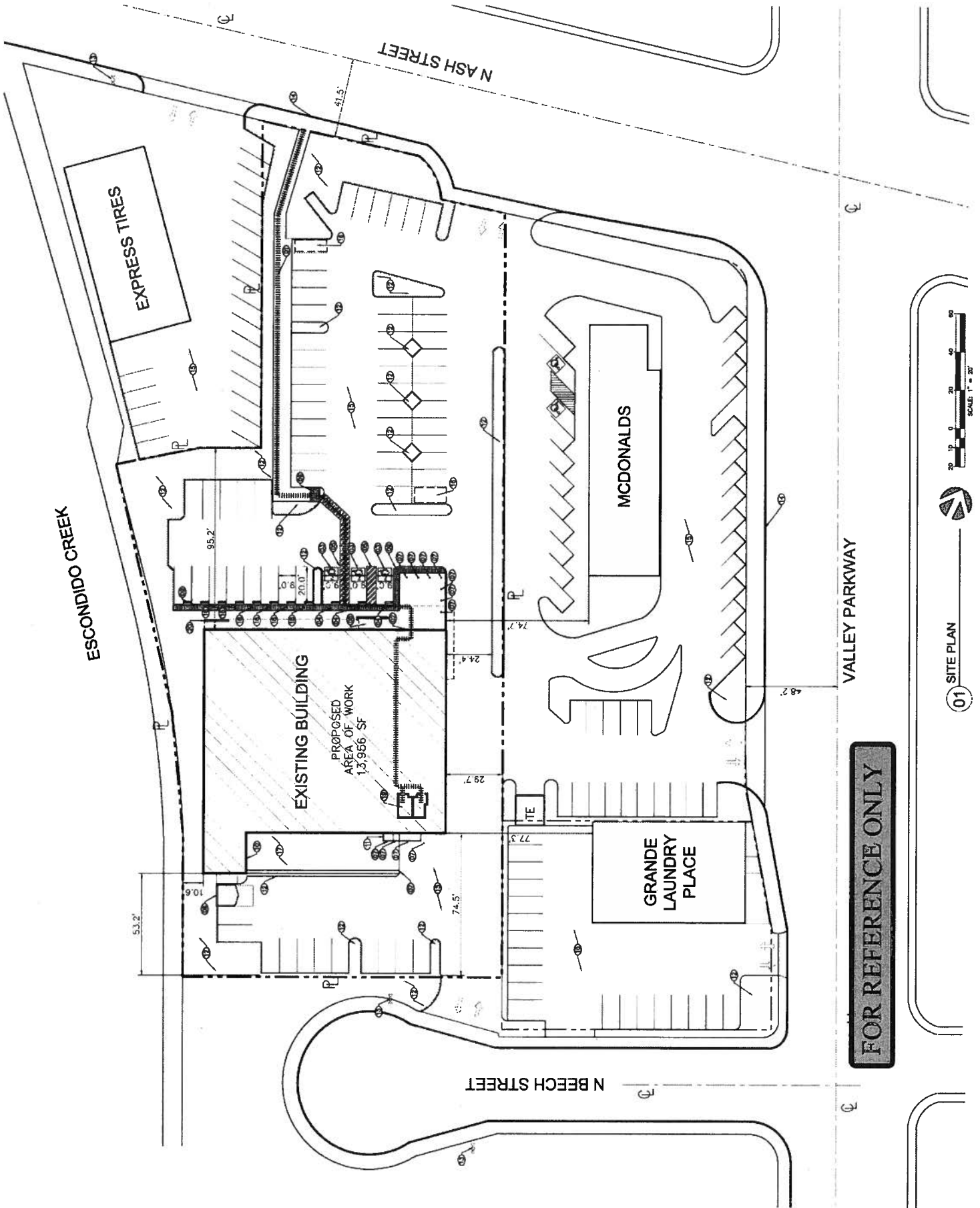


FOR REFERENCE ONLY

VALLEY PARKWAY

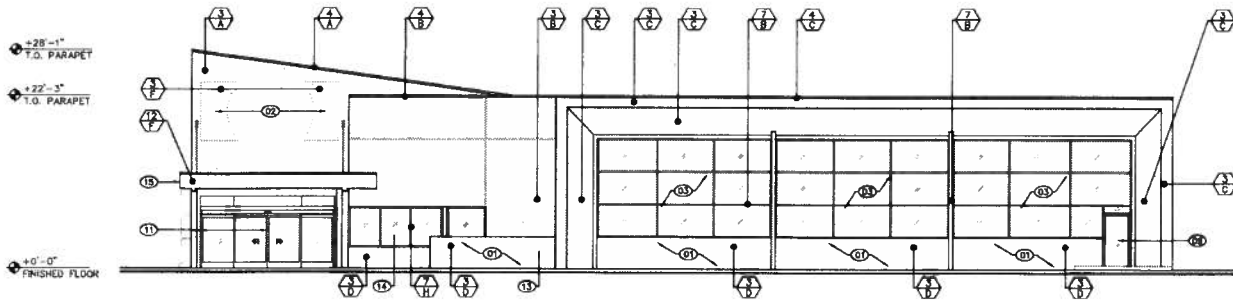


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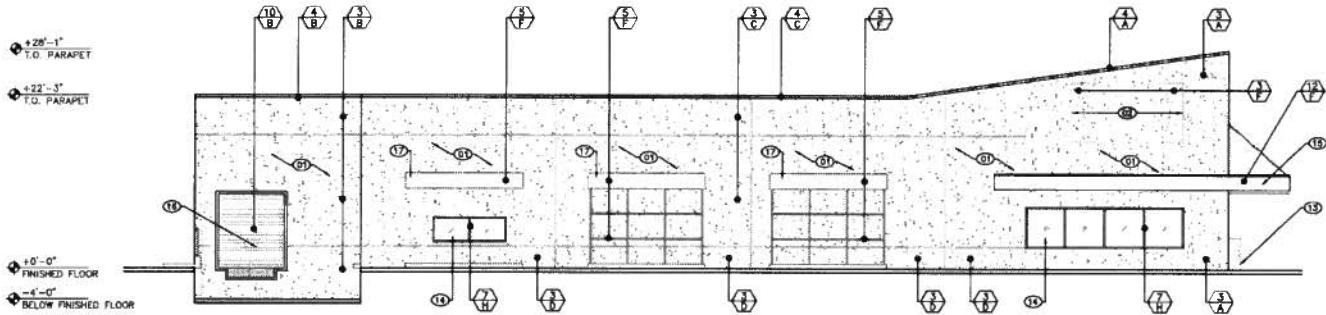


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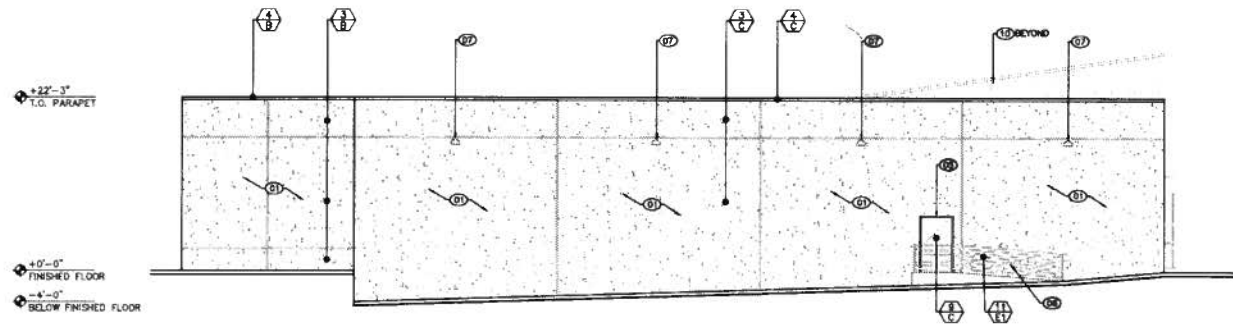




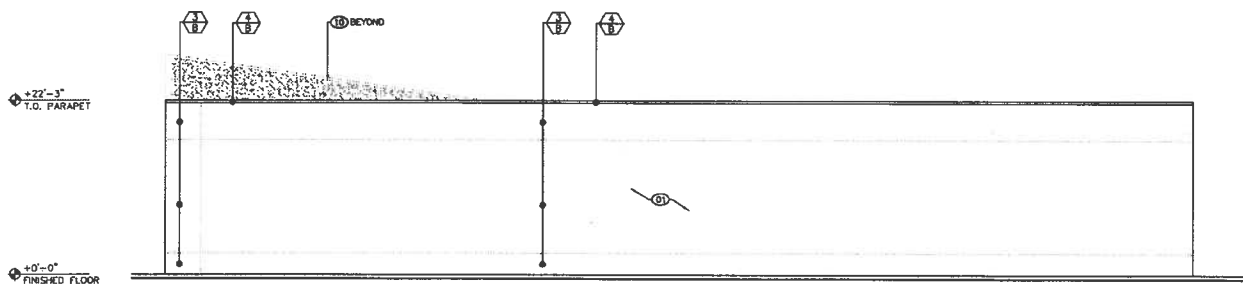
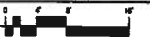
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02 NORTHEAST ELEVATION



03 NORTHWEST ELEVATION



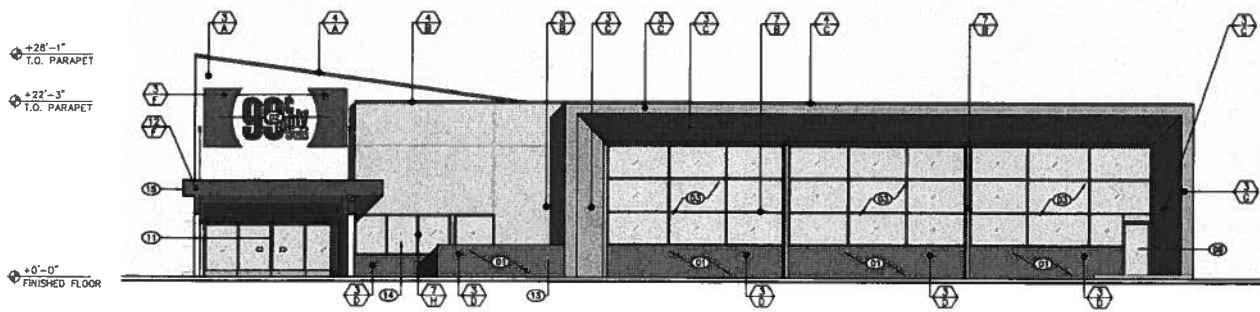
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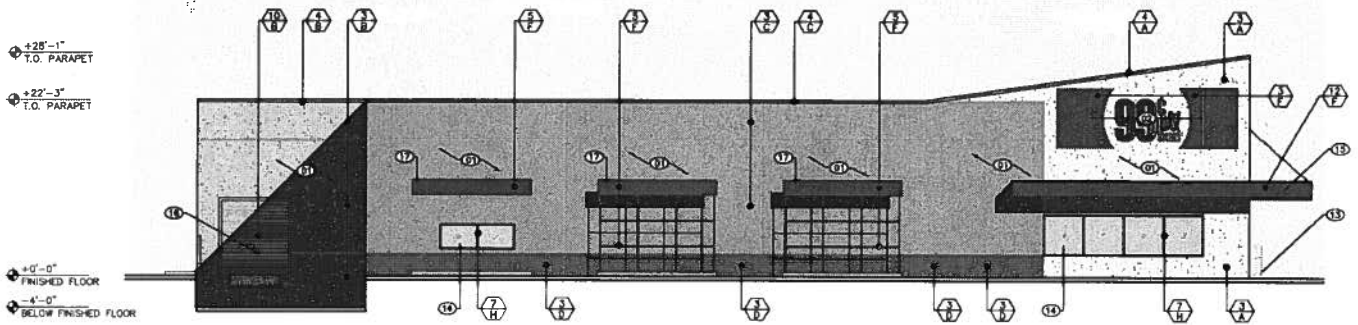
**PROPOSED PROJECT
ADM 14-0121**



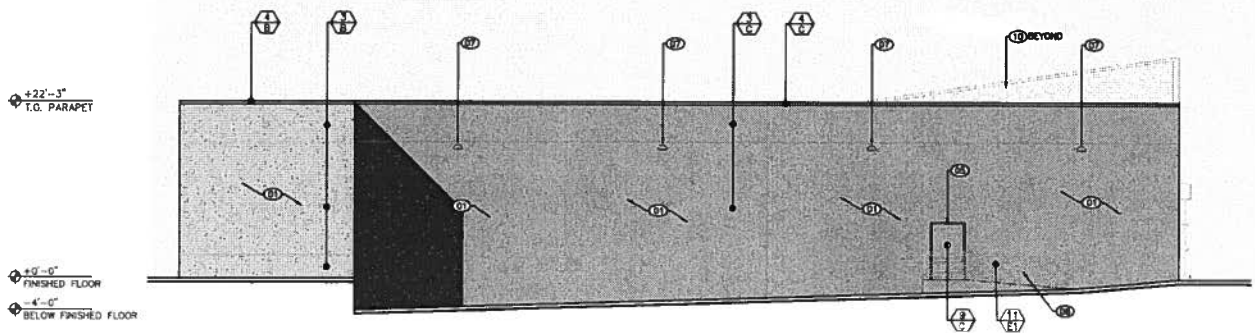
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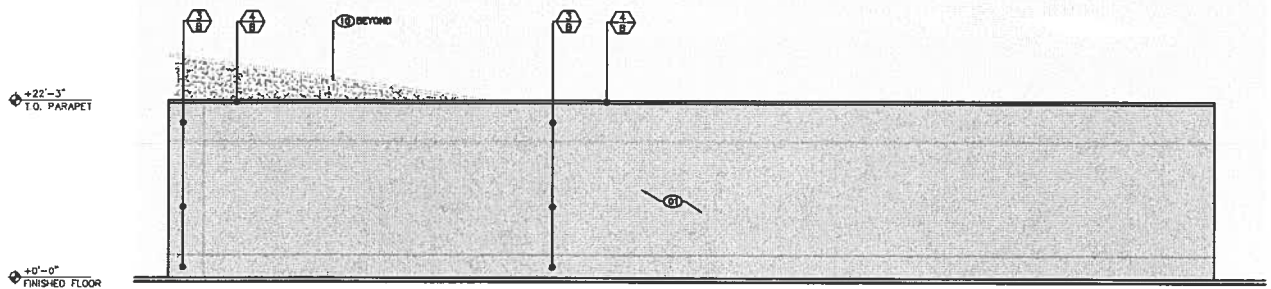
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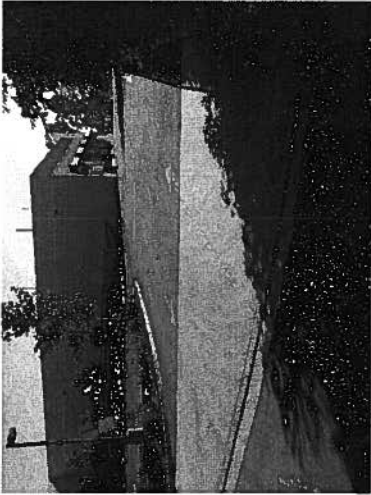
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ADM 14-0121**



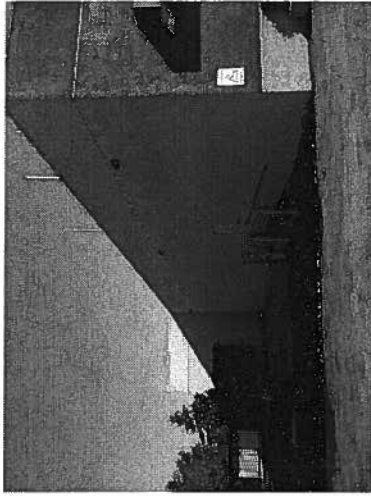
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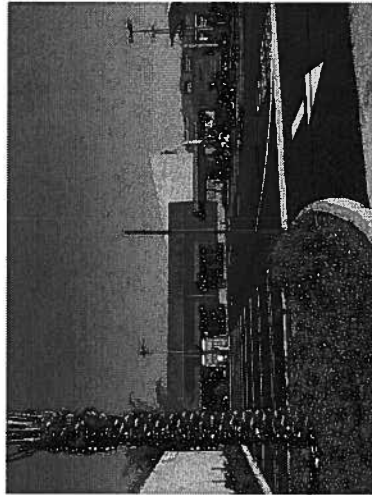
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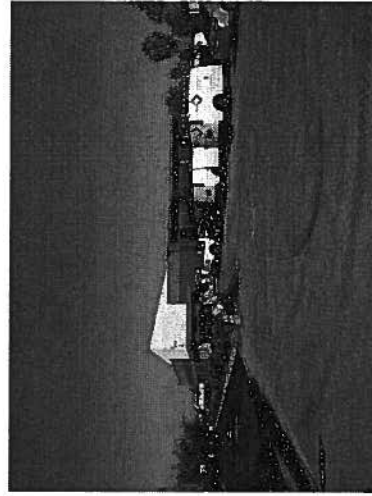
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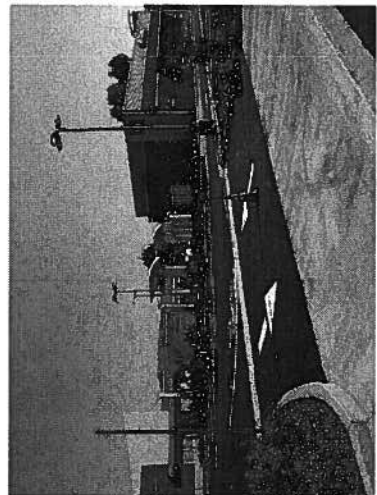
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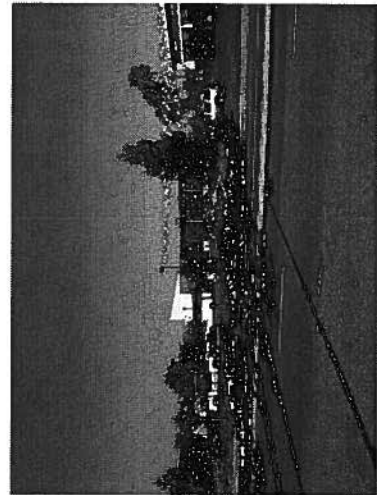
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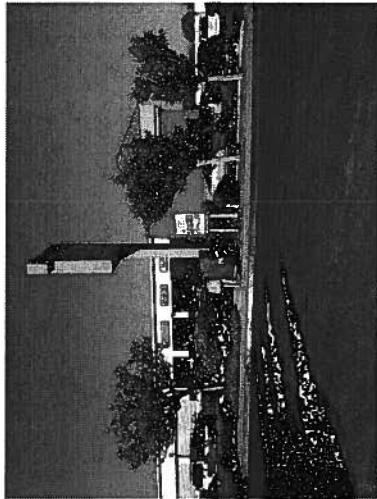
KEY PLAN

PROPOSED PROJECT ADM 14-0121





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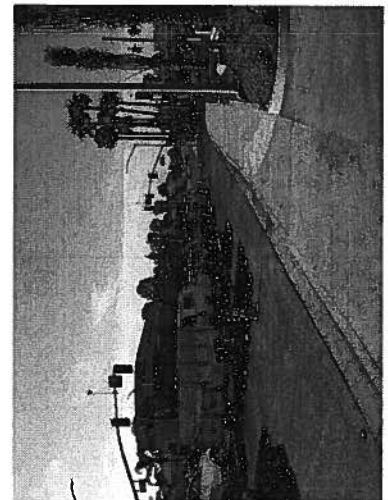
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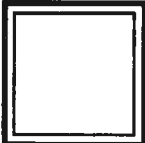


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KEY PLAN

**PROPOSED PROJECT
ADM 14-0121**



PHOTOS

ANALYSIS

A. LOCATION

The property is located on the western side of North Ash Street between East Valley Parkway and Escondido Creek. The proposed site is a vacant, freestanding commercial building previously occupied by a Fresh and Easy Neighborhood Market. The site has frontage and driveway access from both North Ash Street and Beech Street and is entirely developed with the commercial building, parking and landscaping.

B. LAND USE COMPATIBILITY/SURROUNDING ZONING

NORTH – CG zone (General Commercial) – Directly north of the commercial building is the flood control channel for Escondido Creek with another commercial center on the northern side of the creek. An auto accessories and repair business is located on the northern side of the on-site parking lot.

SOUTH – CG zone - Directly south of the subject site is a new McDonald's restaurant with associated parking and a self-service laundry facility.

EAST - CG zone – Across Ash Street is a commercial center containing a Walmart Neighborhood Market, fast-food and wireless service providers. A portion of the market building was formerly occupied by a 99 Cents Only Store.

WEST - CG zone – Several multi-tenant auto repair buildings are located across Beech Street from the site.

C. ENVIRONMENTAL STATUS- This land use determination is not subject to CEQA review.

D. CONFORMANCE WITH CITY POLICY

General Plan - The General Plan land-use designation on the site is General Commercial, which allows a wide variety of retail and service activities intended to serve a broad customer base.

Whether the Land Use Determination made by the Director of Community Development is in Conformance with the East Valley Parkway Area Plan

The East Valley Parkway Area Plan has a list of prohibited uses (Section 4.7) that includes “retail uses with across the board maximum pricing or ‘everything under’ pricing.” Staff has previously reviewed information from 99 Cents Only and determined the business model substantially operates a maximum pricing strategy, which is not allowed within the East Valley Parkway Area Plan. This determination has been disputed by 99 Cents Only, which is a national retailer typically operating retail stores larger than 8,000 SF. They have indicated they are not a retail use with across the board pricing because the store provides a variety of merchandise offered at price levels above and below 99 cents.

The Determination made by the Director of Community Development to not allow the proposed land use was based on a strict interpretation of the current language in the East Valley Parkway Area Plan. However, a 99 Cents Only Store currently exists within the East Valley Parkway Area Plan in a commercial center located at 2010 East Valley Parkway. Staff authorized this location several years ago because the store was relocating from another location within the area plan and taking commercial space that had previously operated as an indoor swap meet. This proposal has no bearing on the existing store which will continue operating in its current location.

Whether Recent City Council Action on a Similar Appeal and Anticipated Changes to the East Valley Parkway Area Plan could Justifiably Lead to an Alternative Determination

The prohibition language in the East Valley Parkway Area Plan is the same as the language in the Downtown Specific Plan. Last February the City Council approved a similar appeal by 99 Cents Only to locate a store within the Downtown Specific Plan. The Council action followed testimony from the appellant that the store provided a variety of merchandise that caters to all customers in a typical retail setting with average annual sales of approximately \$5 million per store. Although the City Council decision was not unanimous and was limited to that particular downtown location, it could be interpreted as general support for this retailer locating within the city's established commercial areas.

Page II-73 of the Escondido General Plan identifies guiding principles for the East Valley Parkway Target Area, which includes the properties within the East Valley Parkway Area Plan. One of these principles calls for the East Valley Parkway Area Plan to be updated. While an update schedule has not yet been prepared, staff intends to draft an update to the East Valley Parkway Area Plan as part of the on-going General Plan Implementation Program. It is anticipated that the staff recommendations will include the elimination of the current prohibition on large-scale, national retailers with maximum pricing strategies.

While staff believes the land use determination by the Director of Community Development was in conformance with the current language in the East Valley Parkway Area Plan, staff realizes the extenuating circumstances discussed above could justifiably lead the Planning Commission to support the appellant. As noted earlier in this staff report, the Planning Commission retains the full range of options to approve the appeal or uphold or modify the Director's land use determination.

EXHIBIT "A"

FINDINGS OF FACT ADM14-0121-Appeal

1. Denying the request for an Appeal of a Land Use Determination made by the Director of Community Development would be consistent with a strict interpretation of the current language in the East Valley Parkway Area Plan that prohibits "retail uses with across the board maximum pricing or 'everything under' pricing."
2. Granting the request for an Appeal of a Land Use Determination would be consistent with recent City Council precedent set on a similar appeal as well as a forthcoming update to the East Valley Parkway Area Plan where it is anticipated that staff will recommend the elimination of the current prohibition on large-scale, national retailers with maximum pricing strategies.



Barbara J. Redlitz, AICP
Director of Community Development
Planning Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4671 Fax: 760-839-4313

July 16, 2014

James Crone
James Crone & Associates, Inc.
555 Enterprise Street
Escondido, CA 92029

RE: Request for Reconsideration of Land Use Determination for Proposed 99 Cents Only Store at 415 North Ash Street, Escondido

Dear Jim:

We have received your email on July 15, 2014 requesting reconsideration and appeal of a Land Use Determination for a proposed 99 Cents Only Store at 415 Ash Street.

The site is located within the East Valley Parkway Area Plan. As noted in the Area Plan Section 4.7 (Prohibited Uses): 'Retail uses with across the board maximum pricing or "everything under" pricing' is not permitted. The preponderance of retail items for sale combined with the amount of floor area and merchandise display area devoted to items under a maximum pricing indicated by the store name implies a business model that operates with a maximum pricing strategy. Based on this review the Director of Community Development is upholding the staff's determination that the proposed land use is not allowed within the East Valley Parkway Area Plan.

The Director's decision may be appealed to the Planning Commission subject to payment of \$1,740 in filing fees. This item would be eligible for Planning Commission consideration at its August 12, 2014 meeting if the required fees are submitted by July 25, 2014. If you have any questions, please contact me at (760) 839-4557 or by email at bmartin@escondido.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Martin".

Bill Martin, AICP
Deputy Director of Planning

EXCERPT FROM THE EAST VALLEY PARKWAY AREA PLAN

Table 4.2

PERMITTED ACCESSORY USES AND STRUCTURES

USE TITLE	CG	CP	HP
• Accessory buildings such as garages, carports and storage buildings clearly incidental to permitted use	P	P	P
• Bus stop shelters (Article 57* and Article 9*, Chapter 23 EMC*)	P*	P*	P*
• Caretaker's or resident manager's quarters (for lodgings, motels, hotels, and mortuaries)	P		P
• Check cashing	P	P	
• Employee recreational facilities	P	P	P
• Helipad, as incidental use only (Article 57*)	C*	C*	C*
• Live entertainment	P	P	P
• Liquor sales, packaged off-sale	P		
• Outdoor dining in conjunction with an approved eating place (Article 57*)	P*	P*	P*
• Outdoor display of merchandise (Article 73*)	P*	P*	P*
• Satellite dish antennas (Article 34*, CUP required for some sizes and heights)	P*/C*	P*/C*	P*/C*
• Storage of materials used for the construction of a building, including the contractor's temporary office, provided that such use is on the building site or immediately adjacent thereto and provided further, that such use shall be permitted only during the construction period and the thirty (30) days thereafter	P	P	P
• Temporary outdoor sales (Article 73*) and special events subject to the issuance of a temporary use permit	P*	P*	P*
• Tobacco products	P	P	
• Vending machines (Article 33*)	P*	P*	P*

* = Subject to special regulations – see Zoning Code Article in parentheses.

4.7 Prohibited Uses

All uses not listed as permitted primary or accessory uses, or conditionally permitted uses shall be prohibited. Such prohibited uses include but are not limited to those which for a special emphasis are listed below:

- Automobile, motorcycle, truck and trailer rentals
- Boat sales and rentals
- Check cashing as a primary use

- (d) Equipment rental and leasing services
- (e) Motor vehicle sales (new or used), including recreational vehicles, motorcycles and other motorized vehicles
- (f) Pawn shops
- * (g) Retail uses with across the board maximum pricing or "everything under" pricing
- (h) Social services and charitable organizations involving the direct distribution of goods or services to the ultimate client at this location
- (i) Swap meets (interior or exterior), involving the rental or leasing of numerous small, delineated spaces to separate, unrelated proprietors which collectively sell a wide variety of goods and services, within a building, location or business, as a single entity
- (j) Tattoo parlors
- (k) Thrift stores
- (l) Used or secondhand merchandise, excluding consignment sales
- (m) All uses and structures not listed as permitted primary or accessory uses, or conditionally permitted uses shall be prohibited. However, the Director of Community Development may approve a use, after study and deliberation, which is found to be consistent with the purposes of this article, similar to the uses listed as permitted uses, and not more detrimental to the zone than those uses listed as permitted uses
- (n) Any existing residential structure shall not be used for both residential and commercial purposes at the same time.

4.8 Escondido Village Shopping Center Subarea

The Escondido Village Shopping Center Subarea (Sub-area) is planned to serve as a part of the central, retail node of the East Valley Parkway Business Area. The planned relocation of the EUSD offices creates an opportunity for a second, large, nationally recognized, anchor to complement Home Depot on the adjacent property. The planned location of Major retailer in this area would provide the desired market draw. The Sub-area's size and central location makes it suitable for intensive commercial development that would draw shoppers to the East Valley area and stimulate further revitalization activity.

The site configuration of the Sub-area, large number of unused parking in the rear, and need to maintain existing users limits redevelopment potential to the southwest portion of the site. The plan provides for special parking incentives to achieve the critical mass of commercial development.

The Sub-area will contain a total of approximately 342,000 square feet of commercial uses (excluding the approximate 18,426 SF of covered outdoor garden area for Wal-Mart) which would be served by a total of 1,144 parking spaces. Although this overall ratio of just less than 3 spaces per 1,000 square feet of retail is lower than normally required by the City zoning code (5 spaces per 1,000 square feet of retail), it is appropriate since a parking study prepared for the Sub-area illustrated that the projected peak