

**RECORDING REQUESTED BY**  
CITY OF SAN DIEGO  
DEVELOPMENT SERVICES  
PERMIT INTAKE, MAIL STATION  
501

**WHEN RECORDED MAIL TO**  
**CITY CLERK**  
**MAIL STATION 2A**

INTERNAL ORDER NUMBER: 24009434

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SITE DEVELOPMENT PERMIT NO. PMT-3198048  
**NAKANO PROJECT - PROJECT NO. PRJ-1076302 [MMRP]**  
CITY COUNCIL

This Site Development Permit No. PMT-3198048 is granted by the City Council of the City of San Diego to Tri Pointe Homes IE-SD, Inc., a California Corporation, Owner/Permittee, pursuant to San Diego Municipal Code [SDMC] section 126.0505. The 1.27-acre site is located west of Dennery Road, between Regatta Lane and Sand Star Way, in the RM-2-4 zone of the Otay Mesa Community Plan area. The project site is legally described as: Lot 'C' of Dennery Ranch Village 2/3 according to Map thereof no. 15592, in the City of San Diego, County of San Diego, State of California, filed in the office of the County Recorder of San Diego County, State of California, August 15, 2007.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner/Permittee for the construction of a primary access road (portions of Lot C of Map No. 15592) on 0.78 acre and secondary emergency-only access road (portions of Lot A of Map No. 15592) on 0.49 acre to accommodate a future development of 215 multiple dwelling units (up to 221 units maximum), including 22 affordable units, on 23.8 acres (proposed Lot 1) that is being considered for annexation into the City of San Diego (Nakano Project) described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated \_\_\_\_\_, on file in the Development Services Department.

The project shall include:

- a. Construction of a primary access road and secondary emergency-only access road on 1.27 acres (Lot C);
- b. Landscaping (planting, irrigation and landscape-related improvements);
- c. Off-street parking; and
- d. Public and private accessory improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act

[CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC.

**STANDARD REQUIREMENTS:**

1. This Permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this Permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36-month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker. This Permit must be utilized by \_\_\_\_\_.
2. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
  - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
  - b. The Permit is recorded in the Office of the San Diego County Recorder.
3. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
4. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
5. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
6. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
7. In accordance with authorization granted to the City of San Diego from the United States Fish and Wildlife Service [USFWS] pursuant to Section 10(a) of the federal Endangered Species Act [ESA] and by the California Department of Fish and Wildlife [CDFW] pursuant to California Fish and Wildlife Code section 2835 as part of the Multiple Species Conservation Program [MSCP], the City of San Diego through the issuance of this Permit hereby confers upon Owner/Permittee the status of Third Party Beneficiary as provided for in Section 17 of the City of San Diego Implementing Agreement [IA], executed on July 16, 1997, and on file in the Office of the City Clerk as Document No. OO-18394. Third Party Beneficiary status is conferred upon Owner/Permittee by the City: (1) to grant Owner/Permittee the legal standing and legal right to utilize the take authorizations granted to the

City pursuant to the MSCP within the context of those limitations imposed under this Permit and the IA, and (2) to assure Owner/Permittee that no existing mitigation obligation imposed by the City of San Diego pursuant to this Permit shall be altered in the future by the City of San Diego, USFWS, or CDFW, except in the limited circumstances described in Sections 9.6 and 9.7 of the IA. If mitigation lands are identified but not yet dedicated or preserved in perpetuity, maintenance and continued recognition of Third-Party Beneficiary status by the City is contingent upon Owner/Permittee maintaining the biological values of any and all lands committed for mitigation pursuant to this Permit and of full satisfaction by Owner/Permittee of mitigation obligations required by this Permit, in accordance with Section 17.1D of the IA.

8. The Owner/Permittee shall secure all necessary building permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.

9. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

10. All of the conditions contained in this Permit have been considered and were determined necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" condition(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

11. An Ordinance of the Council of the City of San Diego Approving an Annexation Agreement between the City of San Diego, City of Chula Vista, and Tri Pointe Homes IE-SD, Inc. relating to the Nakano Project- Project No. PRJ-1076302 was approved by the Council of the City of San Diego by Ordinance No. \_\_\_\_\_.

**ENVIRONMENTAL/MITIGATION REQUIREMENTS:**

12. Mitigation requirements in the Mitigation, Monitoring, and Reporting Program [MMRP] shall apply to this Permit. These MMRP conditions are hereby incorporated into this Permit by reference.

13. The mitigation measures specified in the MMRP and outlined in ENVIRONMENTAL IMPACT REPORT NO. 22-001/SCH #2022060260, shall be noted on the construction plans and specifications under the heading ENVIRONMENTAL MITIGATION REQUIREMENTS.

14. The Owner/Permittee shall comply with the MMRP as specified in ENVIRONMENTAL IMPACT REPORT NO. 22-001/SCH #2022060260 for, to the satisfaction of the Development Services Department and the City Engineer. Prior to issuance of any construction permit, all conditions of the MMRP shall be adhered to, to the satisfaction of the City Engineer. All mitigation measures described in the MMRP shall be implemented for the following issue areas:

- Land Use
- Biological Resources
- Greenhouse Gas Emissions
- Health and Safety/ Hazardous Materials
- Historical Resources
- Transportation
- Tribal Cultural Resources
- Hydrology and Water Quality

15. The Owner/Permittee shall comply with the Project Design Features identified in Sections 3.6.2 and 3.6.3 of the ENVIRONMENTAL IMPACT REPORT NO. 22-001 /SCH #2022060260, to the satisfaction of the Development Services Department and the City Engineer. Prior to issuance of any construction permit, all conditions of the Project Design Features shall be adhered to, to the satisfaction of the City Engineer. All project design features described in the EIR Sections 3.6.2 and 3.6.3 shall be implemented for the following issue areas:

- Land Use (Noise Compatibility)
- Air Quality
- Biological Resources
- Greenhouse Gas Emissions
- Utilities and Service Systems
- Transportation
- Wildfire

**ENGINEERING REQUIREMENTS:**

16. Prior to the issuance of any building permit, the Owner/Permittee shall assure by permit and bond removal of existing driveway and the construction of a 25-foot-wide driveway per current City standards on Dennery Road satisfactory to the City Engineer.

17. Prior to the issuance of any building permit, Owner/Permittee, Inc. shall obtain a bonded grading permit for the grading proposed for this project. All grading shall conform to the requirements of the City of San Diego Municipal Code in a manner satisfactory to the City of San Diego City Engineer (City Engineer).

18. Development of the project shall comply with all storm water construction requirements of the State Construction General Permit, Order No. 2009-0009DWQ, or subsequent order, and the Municipal Storm Water Permit, Order No. R9-2013-0001, or subsequent order. In accordance with Order No. 2009-0009DWQ, or subsequent order, a Risk Level Determination shall be calculated for the site and a Storm Water Pollution Prevention Plan (SWPPP) shall be implemented concurrently with the commencement of grading activities.

19. Prior to issuance of a grading or a construction permit, a copy of the Notice of Intent (NOI) with a valid Waste Discharge ID number (WDID#) shall be submitted to the City of San Diego as a proof of enrollment under the Construction General Permit. Should ownership of the entire Nakano Project site or portions of the site changes prior to filing of the Notice of Termination (NOT), a revised NOI shall be submitted electronically to the State Water Resources Control Board in accordance with the provisions as set forth in Section II.C of Order No. 2009-0009-DWQ and a copy shall be submitted to the City of San Diego.

**LANDSCAPE REQUIREMENTS:**

20. Prior to issuance of any construction permit for grading, the Owner/Permittee shall submit complete construction documents for the revegetation and hydro-seeding of all disturbed land in accordance with the City of San Diego Landscape Standards, Storm Water Design Manual, and to the satisfaction of the Development Services Department. All plans shall be in substantial conformance to this permit (including Environmental conditions) and Exhibit "A," on file in the Development Services Department.

21. Prior to issuance of any construction permit for public improvements, the Owner/Permittee shall submit complete landscape construction documents for right-of-way improvements to the Development Services Department for approval. Improvement plans shall show, label, and dimension a 40-square-foot area around each tree which is unencumbered by utilities. Driveways, utilities, drains, water and sewer laterals shall be designed so as not to prohibit the placement of street trees.

22. The Owner/Permittee shall be responsible for the maintenance of all landscape improvements shown on the approved plans, including in the right-of-way, unless long-term maintenance of said landscaping will be the responsibility of another entity approved by the Development Services Department. All required landscape shall be maintained consistent with the Landscape Standards in a disease, weed, and litter free condition at all times. Severe pruning or "topping" of trees is not permitted.

23. If any required landscape (including existing or new plantings, hardscape, landscape features, etc.) indicated on the approved construction documents is damaged or removed, the Owner/Permittee shall repair and/or replace in kind and equivalent size per the approved documents to the satisfaction of the Development Services Department within 30 calendar days of damage or Certificate of Occupancy.

**PLANNING/DESIGN REQUIREMENTS:**

24. A topographical survey conforming to the provisions of the SDMC may be required if it is determined, during construction, that there may be a conflict between the building(s) under construction and a condition of this Permit or a regulation of the underlying zone. The cost of any such survey shall be borne by the Owner/Permittee.

25. All signs associated with this development shall be consistent with sign criteria established by either the approved Exhibit "A" or City-wide sign regulations.

26. All private outdoor lighting shall be shaded and adjusted to fall on the same premises where such lights are located and in accordance with the applicable regulations in the SDMC.

**PUBLIC UTILITIES DEPARTMENT REQUIREMENTS:**

27. Prior to the issuance of any building permit, the Owner/Permittee shall assure, by permit and bond, the design and construction of all public water and sewer facilities as required in the accepted water and sewer studies for this project in a manner satisfactory to the Public Utilities Director and the City Engineer. Water and sewer facilities, as shown on the approved Exhibit "A", may require modification based on the accepted water and sewer studies and final engineering.

28. Owner/Permittee shall apply for a plumbing permit for the installation of appropriate private back flow prevention device(s), on each water service (domestic, fire and irrigation), in a manner satisfactory to the Public Utilities Department and the City Engineer. BFPDs shall be located above ground on private property, in line with the service and immediately adjacent to the right-of-way.

29. The Owner/Permittee shall design and construct all proposed public water and sewer facilities, in accordance with established criteria in the current edition of the City of San Diego Water and Sewer Facility Design Guidelines and City regulations, standards and practices.

30. No approved improvements or landscaping, including private water facilities, grading and enhanced paving, shall be installed in or over any easement prior to the applicant obtaining an Encroachment Maintenance and Removal Agreement.

31. No trees or shrubs exceeding three feet in height at maturity shall be installed within ten feet of any sewer facilities and five feet of any water facilities.

**INFORMATION ONLY:**

- The issuance of this discretionary permit alone does not allow the immediate commencement or continued operation of the proposed use on site. Any operation allowed by this discretionary permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the



**ATTACHMENT 3**

approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.

- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the City Council of the City of San Diego on \_\_\_\_\_ by Resolution No. R-  
\_\_\_\_\_.

DRAFT

**ATTACHMENT 3**

Site Development Permit No. PMT-3198048

Date of Approval: \_\_\_\_\_

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT

\_\_\_\_\_  
Oscar Galvez  
Development Project Manager

**NOTE: Notary acknowledgment  
must be attached per Civil Code  
section 1189 et seq.**

\_\_\_\_\_  
**The undersigned Owner/Permittee**, by execution hereof, agrees to each and every condition of  
this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

Tri Pointe Homes IE-SD, Inc.  
Owner/Permittee

By \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**NOTE: Notary acknowledgments  
must be attached per Civil Code  
section 1189 et seq.**

CITY COUNCIL RESOLUTION NO. \_\_\_\_\_  
SITE DEVELOPMENT PERMIT NO. PMT-3198048  
**NAKANO PROJECT - PROJECT NO. PRJ-1076302**  
[MMRP]

WHEREAS, Tri Pointe Homes IE-SD, Inc., Owner/Permittee, filed an application with the City of San Diego for a Site Development Permit No. PMT3198048 for the construction of a primary access road (portions of Lot C of Map No. 15592) on 0.78 acre and secondary emergency only access road (portions of Lot A of Map No. 15592) on 0.49 acre to accommodate a future development of 215 multiple dwelling units (up to 221 units maximum), including 22 affordable units, on 23.8 acres (proposed Lot 1) that is being considered for annexation into the City of San Diego (Nakano Project), located north of Dennery Road, between Regatta Lane and Sand Star Way. The 1.27-acre site is legally described as Lot 'C' of Dennery Ranch Village 2/3 according to Map Thereof No. 15592, in the City of San Diego, County of San Diego, State of California, filed in the office of the County Recorder of San Diego County on August 15, 2007, in the Otay Mesa Community Plan area, in the RM-2-4 zone; and

WHEREAS, on December 19, 2024, the Planning Commission of the City of San Diego considered Site Development Permit No. PMT-3198048, and pursuant to Resolution No. **[INSERT Planning Commission Resolution Number]** -PC voted to recommend approval of the Permit; and

WHEREAS, under Charter section 280(a)(2) this resolution is not subject to veto by the Mayor because this matter requires the City Council to act as a quasi-judicial body and where a public hearing was required by law implicating due process rights of individuals affected by the decision

and where the Council was required by law to consider evidence at the hearing and to make legal findings based on the evidence presented; and

WHEREAS, the matter was set for public hearing on \_\_\_\_\_, 2025, testimony having been heard, evidence having been submitted, and the City Council having fully considered the matter and being fully advised concerning the same; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that it adopts the following findings with respect to Site Development Permit No. PMT-3198048:

**A. Site Development Permit - Section 126.0505**

**1. Findings for all Site Development Permits:**

**a. The proposed development will not adversely affect the applicable land use plan.**

The project proposes the construction of a primary access road (portions of Lot C of Map No. 15592) on 0.78 acre and a secondary emergency-only access road (portions of Lot A of Map No. 15592) on 0.49 acre to accommodate a future development of 215 multiple dwelling units (up to 221 units maximum), including 22 affordable units, development on 23.8 acres (proposed Lot 1) that is being considered for annexation into the City of San Diego (Nakano Project).

Lot 1 is currently within the City of Chula Vista, while the primary access road and secondary emergency only access road (portions of Lot A of Map No. 15592) are located within the City of San Diego (City). The land to the east, south, and west of the site are within the City. Due to the location of the Otay River separating the site from the City of Chula Vista jurisdictional lands and public services to the north, and the availability of adjacent access and public services from the City, Lot 1 is being considered for annexation into the City.

Lot C, which is in the City of San Diego's jurisdiction, is the main access road to the project site and would be provided via a driveway off Dennery Road. Lot A, which is in the City of San Diego's jurisdiction, is the secondary emergency only access to be provided via an accessible emergency use only road located in the northeastern portion of the project and enables travel to the east through the adjacent community.

Lot 1 is currently vacant and designated as Open Space by the City of Chula Vista General Plan and zoned as Agricultural Zone A-8 by the City of Chula Vista Zoning Code.

Lots A and C are within the City, and designated as Residential – Low Medium by the General Plan and the Otay Mesa Community Plan (Community Plan) and zoned as RM-2-4 by the San Diego Municipal Code (SDMC).

Surrounding land uses include the Otay River to the north, residential development to the east, a Kaiser Permanente medical facility to the south, and Interstate 805 (I-805) to the west. The two multiple dwelling unit developments just east of the project site include River Edge Terrace and Ocean View Hills are within the City. These developments are designated Residential-Low Medium in the Community Plan.

Along with this SDP, concurrently, the project proposes a Community Plan Amendment to change the land use designation of the project site to the Residential – Low Medium (10-14 DU/AC) density which will help complement the land uses in the surrounding community to the west and southwest. The Residential – Low Medium (10-14 DU/AC) land use designation allows for additional multiple dwelling units in proximity to medical, commercial, open space, and four Metropolitan Transit System (MTS) bus stops at the intersections of Palm Avenue/Dennery Road and Dennery Road/Walmart Driveway, approximately 0.3 miles and 0.5 miles walking distance, respectively from the project site.

The City of Chula Vista is the Lead Agency for the Environmental Impact Report for the project, EIR 22-001/SCH #2022060260 (EIR). The City is a responsible agency for the EIR. The City of San Diego has reviewed and considered California Environmental Quality Act (CEQA) Guidelines Section 15162 consistency evaluation with the City of Chula Vista certified Environmental Impact Report (EIR22-001; SCH #2022060260) and determined no subsequent environmental document shall be prepared and a Mitigation, Monitoring, and Reporting Program (MMRP) consistent with the Environmental Impact Report.

The project contributes to the area's public facilities by providing recreational amenities such as pocket parks and a new trail access point to the Otay Valley Regional Park (OVRP) and incorporation of an overlook area over the OVRP. Therefore, the proposed development of the access roads to enable future development of housing will not adversely affect the applicable land use plan and will contribute to the future development which will also comply with the land use plan.

**b. The proposed development will not be detrimental to the public health, safety, and welfare.**

Findings A.1.a. is incorporated herein by reference.

The access roads will be required to obtain a grading permit with best management practices to ensure site drainage and run-off are directed to the right-of-way, further facilitating public health, safety, and welfare. The permit for the project includes various conditions and referenced exhibits of approval relevant to achieving project compliance with the applicable regulations of the San Diego Municipal Code in effect

for the project. Such conditions have been determined by the decision-maker as necessary to avoid adverse impacts upon the health, safety, and general welfare of persons residing or working in the surrounding area. The project will comply with the development conditions in effect for the subject property as described in the Site Development Permit and other regulations and guidelines pertaining to the subject property per the San Diego Municipal Code.

Concurrently, the applicant is in the process of obtaining entitlements from both Chula Vista and San Diego prior to seeking approval from the San Diego County Local Agency Formation Commission (LAFCO) for the detachment and annexation which is referred to as a reorganization. On October 9, 2024, the Chula Vista Planning Commission adopted a resolution recommending that the Chula Vista City Council certify the EIR and approval of required entitlements and a resolution of support of the reorganization. Environmental Impact Report (EIR) No. 22-001/SCH No. 2022060260 has been prepared for this project in accordance with CEQA guidelines and includes a Mitigation, Monitoring and Reporting Program to address required mitigation measures. Chula Vista is the Lead Agency for the project pursuant to Article 4 (Sections 15050 and 15051) of the CEQA Guidelines. The Lead Agency, as defined by CEQA Guidelines Section 15367, is the public agency that has the principal responsibility and authority for carrying out or approving the project. The EIR analyzes the project under both Chula Vista and San Diego policies and regulations.

The EIR determined that the project would result in significant but mitigated impacts to Land Use and Planning, Biological Resources, Greenhouse Gas Emissions, Health and Safety/Hazardous Materials, Historical Resources, Transportation, Tribal Cultural Resources, and Hydrology and Water Quality. The City also prepared Findings and a Statement of Overriding Considerations pursuant to CEQA Guidelines Section 15093 for the following impacts found to be significant and unavoidable in the EIR: Land Use and Planning, Greenhouse Gas Emissions, and Transportation (Vehicle Miles Traveled).

The Site Development Permit is for the access roads to allow future development which has been fully analyzed for impacts to public health and safety, Therefore, the proposed development will not be detrimental to the public health, safety, and welfare.

**c. The proposed development will comply with the regulations of the Land Development Code including any allowable deviations pursuant to the Land Development Code.**

The project proposes the construction of a primary access road (portions of Lot C of Map No. 15592) on 0.78 acre and secondary emergency only access road (portions of Lot A of Map No. 15592) on 0.49 acre to accommodate a future development of 215 multiple dwelling units (up to 221 units maximum), including 22 affordable units, development on 23.8 acres (proposed Lot 1) that is being considered for annexation into the City of San Diego (Nakano Project)

Lot 1 is currently within the City of Chula Vista, while the primary access road and secondary emergency access road (Lots A and C) are located within the City. The land to the east, south, and west of the site are within the City. Due to the location of the Otay River separating the site from the City of Chula Vista jurisdictional lands and public services to the north, and the availability of adjacent access and public services from the City, Lot 1 is being considered for annexation into the City.

Lot C, which is in the City of San Diego's jurisdiction, is the main access road to the project site and would be provided via a driveway off Dennery Road. Lot A, which is in the City of San Diego's jurisdiction, is the secondary emergency only access to be provided via an accessible emergency use only road located in the northeastern portion of the project to enable travel to the east through the adjacent community.

Access to and from the project site would be provided via Dennery Road, a City roadway located southeast of the project site. Primary access via Private Street A would be provided via a proposed 25-foot-wide driveway approximately 40 feet southwest of the existing driveway. The existing driveway would be removed and replaced with full height curb, gutter, and non-contiguous sidewalk per current City standards. An access easement through the primary access road would be granted in favor of all parcels within the project site. Internal circulation would consist of a series of private drives. Private Street A would be the main project access providing access to the site via Dennery Road.

Secondary emergency only access would be provided via a 20-foot-wide emergency only access road located within an existing manufactured slope, in the northeastern portion of the project area. An easement from the adjacent property owner would be required to allow access through this property. The emergency access road would enable emergency-only travel to the east through the adjacent residential community in the City. No deviations to the access roads are proposed or required. Therefore, the proposed access roads will comply with the regulations of the Land Development Code and no deviations are being requested.

**2. Supplemental Findings – Environmentally Sensitive Lands**

**a. The site is physically suitable for the design and siting of the proposed development and the development will result in minimum disturbance to environmentally sensitive lands.**

The project proposes the construction of a primary access road (portions of Lot C of Map No. 15592) on 0.78 acre and secondary emergency only access road (portions of Lot A of Map No. 15592) on 0.49 acre to accommodate a future development of 215 multiple dwelling units (up to 221 units maximum), including 22 affordable units, development on 23.8 acres (proposed Lot 1) that is being considered for annexation into the City of San Diego.

The project site is currently vacant and was historically used for agricultural purposes. Agricultural operations ceased on the site circa 2010. Former agricultural

building foundations are in the central area of the site. The majority of the site is flat, with the flat area consisting of disturbed habitat and non-native grasslands. The southern area of the site includes a hillside with Diegan coastal sage scrub, southern willow scrub, and disturbed habitats. Elevations within the project site range from 90 feet above mean sea level in the northern portion of the site to 180 feet above mean sea level in the southern portion of the site.

The project site is outside the 100-year floodway; however, based on available Federal Emergency Management Agency (FEMA) mapping, the 100-year and 500-year floodplain associated with the Otay River abuts and enters the project site. As documented in the Letter of Map Amendment (LOMA) from FEMA (EIR Appendix O), the project site elevation along the northern property line is currently three feet above the highest floodplain elevation. Based on the analysis of base flood elevations at the project site, the site qualified for removal from the 100-year floodplain. A FEMA determination was provided on May 22, 2020, which determined that removal of the project site from the 100-year floodplain was approved.

The project site is not located within coastal beaches or sensitive coastal bluffs. There is a drainage containing some native vegetation along the eastern boundary of the project site that conveys stormwater runoff from the Kaiser Permanente Otay Mesa medical offices to the south through the site to the Otay River. Several dirt trails extend through the project site from the southeastern corner near Dennery Road to the north towards the OVRP.

Access to and from the residential project site would be provided via Dennery Road, a City roadway located southeast of the project site. Primary access via Private Street A would be provided via a proposed 25-foot-wide driveway approximately 40 feet southwest of the existing driveway. The existing driveway would be removed and replaced with full height curb, gutter, and non-contiguous sidewalk per current City standards. An access easement through the primary access road would be granted in favor of all parcels within the project site. Internal circulation would consist of a series of private drives. Private Street A would be the main project access providing access to the site via Dennery Road.

Secondary emergency only access would be provided via a 20-foot-wide emergency only access road located within an existing manufactured slope, in the northeastern portion of the project area. An easement from the adjacent property owner would be required to allow access through this property. The emergency access road would enable emergency-only travel to the east through the adjacent residential community in the City.

The project would emphasize trail connections to the OVRP for both residents and members of the surrounding community. An existing trail connection running along the western side of the project site would be retained as a 7-to-8-foot-wide trail enhanced with decomposed granite surfacing to provide connection to the OVRP



trail system. This existing trail would be separated from the development area by a small retaining wall and a composite split rail fence.

The project would install an upgraded storm drain to convey water from south to north, maintaining its current direction of flow. An existing channel (and wetland feature) along the east side of the project would be mostly preserved and run-on originating from south of the site, would continue to flow to the north through the drainage/wetland course, through a concrete box culvert to be located under the emergency only access road, with flow continuing north toward the Otay River valley.

Environmentally Sensitive Lands (ESL) include sensitive biological resources, steep hillsides, coastal beaches, sensitive coastal bluffs and 100-year floodplains. Impacts to biological resources within and outside the MHPA must comply with the ESL Regulations, which also serve as standards for the determination of biological impacts and mitigation under the California Environmental Quality Act (CEQA) in the City.

The City requires a Site Development Permit for the primary access road and secondary emergency-only access road (Lot C) due to the presence of ESL (sensitive biological resources and steep hillsides) on land within the City.

ESL sensitive biological resources within the primary access road and secondary emergency-only access road include wetlands, Tier II (Diegan coastal sage scrub) habitat, MSCP-covered species, state and federal listed species, and narrow endemic species.

Best management practices will be implemented during all grading activities to reduce potential indirect effects on special-status species and habitat. Prior to ground disturbance, all permanent and temporary disturbance areas shall be clearly delineated by orange construction fencing and the identification of environmentally sensitive areas with flagging and/or fencing. The project shall mitigate direct impacts to Diegan coastal sage scrub at a 1:1 mitigation ratio. Mitigation will be achieved through the preservation of Diegan coastal sage scrub habitat (Tier II) at the Pacific Highlands Ranch Restoration and Mitigation Credit Area. Overall, the site is physically suitable for the design and siting of the proposed development and the development will result in minimum disturbance to environmentally sensitive lands.

**b. The proposed development will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, flood hazards, or fire hazards.**

City SDMC Section 142.0101 provides the City's grading regulations which address slope stability, protection of property, erosion control, water quality, landform preservation, and to protect the public health, safety, and welfare of persons, property, and the environment. To reduce slide danger and erosion hazards, a grading permit must be obtained for all projects involving the process of moving soil and rock from one location to another.

The existing project site is generally flat where the development is proposed; however, steep slopes exist in the southern portion of the site and within the primary access road access and secondary emergency only access road (Lot C). The project would disturb approximately 2.76 acres of steep hillsides or 10.6 percent of the steep hillsides which is within the encroachment allowance specified in the City's ELS regulations (LDC Chapter 14, Article 3, Division 1).

Encroachment into the existing steep hillsides would not alter the existing visual quality of the project site. The majority of the steep slopes would remain, and the project would be constructed at a lower elevation compared to the steep slopes. Therefore, the project would retain the existing landform as seen from existing trails crossing the project site or located adjacent to the project site. None of the graded slopes would be visible from Dennery Road due to the elevation of the road in relation to the slope areas.

Development of the project would require grading of approximately 21.18 acres. Cut volumes would total approximately 110,400 cubic yards located in the southern portion of the site. Approximately 133,000 cubic yards of fill would be required within the northern portion of the site and associated with the primary and secondary access roads (Lot C). The maximum height of fill slopes is 21 feet and the maximum height of cut slopes is 19 feet, exceeding the 10-foot slope threshold.

The project includes additional design measures to retain the naturalized slopes and follow the natural landform. The proposed grading would closely mimic the existing landforms. With the bulk of the development area being focused within the flat portion of the site, some of the natural slope at the southern end of the site would remain undisturbed. Where the project would grade into the southern slope, the proposed manufactured slope would closely imitate the existing on-site landform. While the proposed access roadway would include more cut into the hillside, the landform already includes existing dirt access roadway within this southern area of the site that visually presents a similar hillside cut. The proposed manufactured slope at the southern end of the project site includes natural contours, rounding to follow the existing topography. After grading is complete the slope would be revegetated and would visually blend with the remaining natural slope.

The proposed fill at the southern portion of the site and for the primary access road is necessary to allow for project access to Dennery Road which sits at a higher elevation than the project site. To accommodate required roadway design requirements, a retaining wall is proposed along the main project access (Private Drive A) to retain the adjacent slope and minimize additional grading.

The proposed project would adhere to all federal, regional, and local regulations, including the City Drainage Design Manual and SDMC regulations ensure that the project complies with the MS4 Permit.

The project site is outside the 100-year floodway; however, based on available FEMA mapping, the 100-year and 500-year floodplain associated with the Otay River abuts

and enters the project site. As documented in the LOMA from FEMA (EIR Appendix O), the project site elevation along the northern property line is currently three feet above the highest floodplain elevation. Based on the analysis of base flood elevations at the project site, the site qualified for removal from the 100-year floodplain. A FEMA determination was provided on May 22, 2020, which determined that removal of the project site from the 100-year floodplain was approved.

The project site is outside of the FEMA 100-year floodplain but is located within a dam inundation zone. While in proximity to potential inundation risk from failure of the Upper and Lower Otay Dam, through state-mandated routine inspections, the risk of dam failure is low. The project would not increase flow velocity or quantities that would affect other properties.

Potential wildfire risk zones are areas that have steep slopes, limited precipitation, and vegetation fuel on-site or within adjacent areas. The project site lies within an area considered a very high fire hazard severity zone (VHFHSZ) as designated by the Chula Vista Fire Department (CVFD), the San Diego Fire-Rescue Department (SDFRD), and on California Department of Forestry and Fire Fire Hazard Severity Zone maps.

Although the project would be subject to fire risk and associated release of pollutants in the event of a wildfire, the proposed project would not exacerbate existing risk. Through compliance with CBC Chapter 7A in addition to incorporation of appropriate fuel management zones, the Nakano Project would not exacerbate fire risk due to slope changes or changes in wind patterns. The topographic changes to the site, including a slight raising of the site elevation to ensure a flood free building site, would not change wind patterns or exacerbate fire risk. CBC Chapter 7A regulates building materials, systems, and/or assemblies used in the exterior design and construction of new buildings located within a fire hazard area to reduce ignition potential. The proposed project also includes fuel management zones that serve to reduce fire intensity and flame lengths from advancing fire through restricted vegetation and irrigated areas around the perimeter of structures. A typical landscape/fuel modification installation per the City of Chula Vista's Fire Code consists of a 50-foot-wide Zone 1 and a 50-foot-wide Zone 2 for a total of 100 feet in width. Due to the constraints within the project site, the Nakano Project includes a reduced fuel management zone in constrained areas but incorporates alternative fire-resistant materials and measures to provide fire protection functional equivalency as a full brush management zone.

Therefore, the proposed development will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, flood hazards, or fire hazards.

**c. The proposed development will be sited and designed to prevent adverse impacts on any adjacent environmentally sensitive lands.**

Finding A.2.a. incorporated by reference.

**d. The proposed development will be consistent with the City of San Diego's Multiple Species Conservation Program (MSCP) Subarea Plan and Vernal Pool Habitat Conservation Plan (VPHCP).**

The Multiple Species Conservation Program (MSCP) Subregional Plan is implemented in the City through the City's MSCP Subarea Plan. The City's MSCP Subarea Plan identifies lands designated as MHPA, which is a "hard-line" preserve developed by the City in cooperation with the wildlife agencies, developers, property owners, and various environmental groups. Within the MHPA, biological core resource areas and corridors targeted for conservation are identified and discussed, in which development restrictions may occur.

The overall project area with the exception of the primary access road and secondary emergency only access road (Lot C) located within the City, is located outside the City MSCP Subarea Plan. The nearest MHPA is approximately 180 feet west of the project area, across I-805.

A minor amendment to the City MSCP Subarea Plan would be required to amend the MSCP Subarea Plan boundary to include the project site (Lot 1). After the site is included in the City's MSCP Subarea Plan boundary, it would be subject to the City MSCP Subarea Plan. Upon approval of the MSCP Subarea Plan amendment, the Take Authorizations of the City's MSCP Subarea Plan would be applicable to the project site. In addition, the off-site area associated with road improvements in the City would continue to be subject to the City MSCP Subarea Plan.

The project would be subject to conformance with the City ESL Regulations and Biology Guidelines, which are intended to implement the City MSCP Subarea Plan (City of San Diego 1997) and ensure that development occurs in a manner that protects the overall quality of the habitat resources, encourages a sensitive form of development, and retains biodiversity and interconnected habitats.

The project demonstrates consistency with these regulations as the project occurs outside of the MHPA, provides habitat-based mitigation in conformance with the ratios set forth in the MSCP, and avoids impacts to narrow endemics and wetlands to the maximum extent practicable. Unavoidable impacts to wetlands for site access within Lot 1 would be mitigated at a minimum 2:1 ratio, consistent with the MSCP. No impacts to wetlands occur via the development within the primary access road and secondary emergency only access road (Lot C) located within the City.

The project is consistent with the findings for the City wetland deviation process by providing a Biologically Superior Option (Lot 1), through avoiding wetland impacts to the extent feasible while providing improved on-site conditions and off-site wetland mitigation within Spring Canyon, a regional MSCP corridor. Off-site impacts to Otay tarplant, a narrow endemic, would occur within the City and impacts to these 14 individuals would be mitigated through off-site restoration pursuant to the Otay Tarplant Mitigation Plan and in accordance with the City's MSCP Subarea Plan.

The project site does not have vernal pools.

Therefore, the proposed development will be consistent with the City of San Diego's Multiple Species Conservation Program (MSCP) Subarea Plan and Vernal Pool Habitat Conservation Plan (VPHCP).

**e. The proposed development will not contribute to the erosion of public beaches or adversely impact local shoreline sand supply.**

Finding A.2.a. incorporated by reference.

The project is approximately 8 miles from the nearest public beach. The proposed project would install an upgraded storm drain to convey water from south to north, maintaining its current direction of flow. An existing channel (and wetland feature) along the east side of the project would be mostly preserved and run-on originating from south of the site, would continue to flow to the north through the drainage/wetland course, through a concrete box culvert to be located under the emergency access road, with flow continuing north toward the Otay River valley.

Two biofiltration basins and a modular wetland unit with a detention vault would be constructed on-site to manage water quality and provide peak flow detention. The biofiltration basins would have an impermeable lining. Site runoff would outlet on the north end of the project site and sheet flow towards the Otay River. Therefore, the proposed development will not contribute to the erosion of public beaches or adversely impact local shoreline sand supply.

**f. The nature and extent of mitigation required as a condition of the permit is reasonably related to, and calculated to alleviate, negative impacts created by the proposed development.**

Finding A.2.a. incorporated by reference.

The City of Chula Vista is the Lead Agency for the Environmental Impact Report (EIR) for the Nakano Project, EIR 22-001/SCH #2022060260. The City is a responsible agency for the EIR. The project has undergone environmental review, in compliance with the California Environmental Quality Act (CEQA). CEQA Section 21081.6 requires that a mitigation monitoring and reporting program (MMRP) be adopted upon certification of an Environmental Impact Report to ensure that the mitigation measures are implemented. The MMRP specifies what the mitigation is, the entity responsible for monitoring the program, and when in the process it should be accomplished.

The EIR prepared for the project, focused on issues determined to be potentially significant by the City of Chula Vista and the City of San Diego. The issues addressed in the EIR include land use, air quality, biological resources, geologic and paleontological resources, greenhouse gas emissions, health and safety/hazardous materials, historical resources, noise, transportation, tribal cultural resources,

aesthetics, hydrology/water quality, public services, utilities and service systems, and wildfire.

EIR Table S-1 summarizes the significant impacts identified through the environmental analysis completed for the Nakano Project. EIR Table S-1 and Table 10-1 identifies the mitigation measures that would reduce and/or avoid the environmental effects as feasible, with a conclusion as to whether the impact would be mitigated to below a level of significance or if impacts would remain significant and unavoidable.

Therefore, the nature and extent of mitigation required as a condition of the permit is reasonably related to, and calculated to alleviate negative impacts created by the proposed development.

The above findings are supported by the minutes, maps and exhibits, all of which are incorporated herein by this reference.

BE IT FURTHER RESOLVED, that Site Development Permit No. PMT-3198048 is granted to Tri Pointe Homes IE-SD Inc., Owner/Permittee, under the terms and conditions set forth in the attached permit which is made a part of this resolution.

APPROVED: MARA W. ELLIOTT, City Attorney

By \_\_\_\_\_  
Corrine L. Neuffer  
Deputy City Attorney

(R-[Reso Code])

RESOLUTION NUMBER R-\_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

A RESOLUTION VACATING SEWER EASEMENTS PMT-3203537  
**NAKANO PROJECT – PROJECT NO. PRJ-1076302**  
**[MMRP]**

WHEREAS, subdivision map act vacation pursuant to § 66434(g) of the SMA and San Diego Municipal Code section 125.1001 *et seq.* provide a procedure for the vacation of public service easements by City Council resolution; and

WHEREAS, Subdivider, Tri Pointe Homes IE-SD, Inc., a California Corporation, and Engineer, John Leppert, filed an application to vacate Sewer Easement, being described as Easement Vacation No. PMT-3203537; and

WHEREAS, the 0.45-acre (Parcel A 0.42 acre and Parcel B 0.03 acre) Easement Vacation No. PMT-3203537 is located Northeast Quarter of the Southeast Quarter of Section 24, Township 18 South, Range 2 West, San Bernardino Meridian, on property owned by Tri Pointe Homes IE-SD, Inc.; and

WHEREAS, under Charter Section 280(a)(2), this resolution is not subject to veto by the Mayor because this matter requires the City Council to act as a quasi-judicial body, a public hearing was required by law implicating due process rights of individuals affected by the decision, and the Council was required by law to consider evidence at the hearing and to make legal findings based on the evidence presented; and

WHEREAS, the matter was set for public hearing on \_\_\_\_\_, testimony having been heard, evidence having been submitted, and the City Council having fully considered the matter and being fully advised concerning the same; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that with respect to Easement Vacation No. PMT-3203537, the Council finds that:

**(a) There is no present or prospective public use for the easement, either for the facility or purpose for which it was originally acquired, or for any other public use of a like nature that can be anticipated.**

The project proposes the construction of a primary access road (portions of Lot C of Map No. 15592) on 0.78 acre and secondary emergency only access road (portions of Lot 'A' of Map No. 15592) on 0.49 acre to accommodate a future development of 215 multiple dwelling units (up to 221 units maximum), including 22 affordable units, development on 23.8 acres (proposed Lot 1) that is being considered for annexation into the City of San Diego (Nakano Project).

The two sewer easements (Parcel A 0.42 acre and Parcel B 0.03 acre) are currently located on Lot 1 within the City of Chula Vista but are easements for the City of San Diego, while the primary access road and secondary emergency access road (Lots A and C) are located within the City. The land to the east, south, and west of the site are within the City. Due to the location of the Otay River separating the site from the City of Chula Vista jurisdictional lands and public services to the north, and the availability of adjacent access and public services from the City, Lot 1 is being considered for annexation into the City.

The project proposes to vacate portions of two Sewer Easements on Lot 1. Portions of the existing 18" PVC and 27" PVC sewer mains will be removed and replaced with new 18" PVC and 27" PVC sewer mains in a different alignment in order to serve future private development. Portions of



the existing sewer easements will be vacated and two new 20 feet wide sewer easements will be dedicated to the City of San Diego over the new sewer alignment. Wastewater would gravity flow to the existing 27-inch-diameter Otay Valley Trunk Sewer to be relocated at the northern property line. An on-site private sewer collection system would consist of a 12-inch-diameter sewer lateral connected to the Otay Valley Trunk Sewer. The City of San Diego (City) has provided a will serve letter for the project.

The easement vacation will be vacated by omission on the Final Map in accordance with the Subdivision Map Act. Therefore, there is no present or prospective use for the easement, either for facility or purpose for which it was originally acquired, or for any other public use.

**(b) The public will benefit from the action through improved utilization of the land made available by the vacation.**

Presently the property which has the sewer easements will limit the future development of multiple dwelling units or place new buildings over the area of the existing easement. The easement abandonment will allow for a reasonable development footprint and provide 215 multi-family dwelling units (up to 221 units maximum), including 22 affordable units. Lot 1 is currently vacant and designated as Open Space by the City of Chula Vista General Plan and zoned as Agricultural Zone A-8 by the City of Chula Vista Zoning Code. Surrounding land uses include the Otay River to the north, residential development to the east, a Kaiser Permanente medical facility to the south, and Interstate 805 (I-805) to the west. The two multiple dwelling unit developments just east of the project site include River Edge Terrace and Ocean View Hills are within the City. These developments are designated Residential-Low Medium in the Community Plan.

Along with the easement vacation, the project proposes a Community Plan Amendment to change the land use change to the Residential - Low Medium (10-14 DU/AC) density which will help

complement the land uses in the surrounding community to the west and southwest. The Residential – Low Medium (10-14 DU/AC) land use designation allows for additional multiple dwelling units in proximity to medical, commercial, open space, and four Metropolitan Transit System (MTS) bus stops at the intersections of Palm Avenue/Dennery Road and Dennery Road/Walmart Driveway, approximately 0.3 miles and 0.5 miles walking distance, respectively from the project site.

The project complements surrounding land uses in the area, adheres to the goals of the Otay Mesa Community Plan (Community Plan) and creates much-needed housing in the City located in close proximity to retail, schools, jobs and transit.

Therefore, the public will benefit from the action through improved utilization of the land made available by the vacation.

**(c) The vacation is consistent with any applicable land use plan.**

The easement vacation is located in Lot 1, which is currently vacant and designated as Open Space by the City of Chula Vista General Plan. The project site is zoned as Agricultural Zone A-8 by the City of Chula Vista Zoning Code.

Surrounding land uses include the Otay River to the north, residential development to the east, a Kaiser Permanente medical facility to the south, and Interstate 805 (I-805) to the west. The two multiple dwelling unit developments just east of the project site include River Edge Terrace and Ocean View Hills are within the City of San Diego. These developments are designated Residential-Low Medium in the Community Plan.

The proposed Community Plan land use change to Residential – Low Medium (10-14 DU/AC) density will help complement the land uses in the surrounding community to the west and

southwest. Vacating the easement will allow the Residential – Low Medium (10-14 DU/AC) land use designation to provide additional multiple dwelling units in proximity to medical, commercial, open space, and four Metropolitan Transit System (MTS) bus stops at the intersections of Palm Avenue/Dennery Road and Dennery Road/Walmart Driveway, approximately 0.3 miles and 0.5 miles walking distance, respectively from the project site.

The project provides housing options at varying sizes and prices points which may be attainable for residents at various economic levels, diversifying the workforce and in turn the economic base of the region. The Community Plan promotes “affordable housing development through the provision of a variety of housing types, including flats, townhomes, smaller-lot single-family homes, and other types of housing that are affordable in nature (Community Plan Policies and Recommendations 2.2-6) and encourages “on-site inclusionary housing within all residential development proposals” (Community Plan Policies and Recommendations 2.2-7b.)

The project prioritizes pedestrian facilities and is designed to draw upon the character and strengths of the surrounding residential and open space. Therefore, the vacation is consistent with any applicable land use plan.

**(d) The public facility or purpose for which the easement was originally acquired will not be detrimentally affected by the vacation or the purpose for which the easement was acquired no longer exists.**

The easement was acquired for the purposes of placing public sewer to serve the needs of the neighborhood. With the construction of a new realigned public sewer system which is part of a future development, portions of the existing sewer main and easement over the property will no longer be necessary. With the construction of a new sewer main, the needs of the neighborhood will continue to be served and the purposes for which the easement was acquired will cease its material

necessity to meet the sewer needs of the neighborhood. Therefore, the public facility or purpose for which the easement was originally acquired will not be detrimentally affected by the vacation or the purpose for which the easement was acquired no longer exists.

BE IT FURTHER RESOLVED, that Easement Vacation No. PMT-3203537, as shown in the "Tentative Map Exhibit", which is by this reference incorporated herein and made a part hereof, is ordered vacated.

BE IT FURTHER RESOLVED, that the Development Services Department shall record a certified copy of this resolution with attached exhibits, attested by the City Clerk under seal, in the Office of the County Recorder.

APPROVED: MARA W. ELLIOTT, City Attorney

By \_\_\_\_\_  
Corrine L. Neuffer  
Deputy City Attorney

[Initials]:[Initials]  
[Month]/[Day]/[Year]  
Or.Dept:[Dept]  
Document No.

RESOLUTION NUMBER \_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

RESOLUTION OF APPLICATION BY THE CITY COUNCIL OF THE CITY OF SAN DIEGO REQUESTING THE LOCAL AGENCY FORMATION COMMISSION OF THE COUNTY OF SAN DIEGO INITIATE PROCEEDINGS FOR THE DETACHMENT OF THE PROPERTY WITH THE PROPOSED NAKANO PROJECT (PROJECT NO. PRJ-1076302) FROM THE CITY OF CHULA VISTA JURISDICTIONAL BOUNDARIES AND THE OTAY WATER DISTRICT SERVICE AREA AND A SPHERE OF INFLUENCE AMENDMENT AND FOR THE ANNEXATION OF THE PROPERTY INTO THE JURISDICTIONAL BOUNDARIES OF THE CITY OF SAN DIEGO

WHEREAS, Tri Pointe Homes IE-SD, Inc., Owner/Permittee, (Tri Pointe Homes) filed an application to obtain approvals from the City of Chula Vista for a residential development known as the Nakano Project, located in proximity to Dennery Road and Ocean View Parkway, abutting the City of San Diego, and legally described as that portion of the northeast quarter of the southeast quarter of section 24, township 18 south, range 2 west, San Bernardino Meridian in the City of Chula Vista, County of San Diego, State of California, according to the official plat thereof described as follows: Beginning at the southeast corner of said northeast quarter of the southeast quarter; thence along the south line thereof South 89°42'04" West, 1069.30 feet to the easterly line of freeway described in final order of condemnation recorded July 22, 1968 as File No. 123488 official records; thence along said easterly line North 3°47'10" East, 918.10 feet; thence North 80°52'26" East, 1030.62 feet to the east line of said section; thence along said east line South 0°28'33" West, 1074.02 feet to the point of beginning and Lot 'C' of Dennery Ranch Village 2/3 according to Map thereof no. 15592, in the City of San Diego, County

of San Diego, State of California, filed in the office of the County Recorder of San Diego County on August 15, 2007; and

WHEREAS, the Nakano Project proposes the development of up to 221 multiple dwelling unit, including 22 affordable units, private open space amenity areas, and connecting trails to the Otay Valley Regional Park on a 23.8-acre site (Project); and

WHEREAS, Tri Pointe Homes, Inc. proposes to have the project site detached from both the City of Chula Vista and Otay Water District and annexed into the City of San Diego since the project site can only be accessed and receive services from the City of San Diego; and

WHEREAS, the City of San Diego and the City of Chula Vista have entered a cooperative Memorandum of Understanding (MOU) approved on December 7, 2021; and

WHEREAS, the MOU specifies that the project shall be developed in accordance with the general plans and local ordinances of both Chula Vista and San Diego, as the site is intended to be detached from the City of Chula Vista and annexed into the City of San Diego; and

WHEREAS, representatives of the City of San Diego, City of Chula Vista, and Tri Pointe Homes have negotiated an agreement, for the independent review and approval of public agency decision-makers, identifying the rights and duties of said parties that would facilitate orderly development of the Nakano Project described herein (Annexation Agreement); and

WHEREAS, the Annexation Agreement (Attachment A) outlines the process to detach approximately 23.8 acres of the Nakano Project site from the City of Chula Vista

and Otay Water District, and annex the property into the jurisdictional boundaries of the City of San Diego which is referred to as a reorganization;

WHEREAS, the General Plan identifies the Nakano Project site as a prospective annexation area on Figure LU-3; and

WHEREAS, the General Plan identifies the need to consider and evaluate reorganizations with adjacent jurisdictions to avoid duplication of services with special districts; promote orderly growth and development and preserve open space, as necessary, on its periphery; and promote a more cost-efficient delivery of urban services to both existing areas that already have urban services and future development areas that require urban service extensions from contiguous City areas; and

WHEREAS, the Nakano Project site can only be accessed and receive services from the City of San Diego and would represent an orderly and logical extension of City boundaries; and

WHEREAS, proposed residential land use designation will assist the City in meeting housing goals by providing new housing opportunities on an undeveloped site, near existing commercial and recreational uses;

WHEREAS, on \_\_\_\_\_, the City Council of the City of Chula Vista, as Lead Agency under the California Environmental Quality Act (Pub. Res. §§ 21000 *et seq.*) (CEQA), certified Environmental Impact Report (EIR 22-001/SCH 2022060260) (EIR) that was prepared in accordance with CEQA and the CEQA Guidelines (14 C.C.R. §§ 15000 *et seq.*), adopted CEQA Findings and a Statement of Overriding Considerations, and adopted a Mitigation Monitoring and Reporting Program; and

WHEREAS, the City of Chula Vista is, or will be, considering a Resolution of Support for the Application Requesting the Local Agency Formation Commission to Take Proceedings for the Nakano Development Project Reorganization; and

WHEREAS, the Otay Water District provided a Letter of Support for the Application Requesting the Local Agency Formation Commission to Take Proceedings for the Nakano Project Reorganization; and

WHEREAS, through this resolution, the City of San Diego desires to: (i) detach the Nakano Project site, the boundaries of which are described in the Annexation Agreement as Exhibit A attached hereto, from the City of Chula Vista and Otay Water District; (ii) annex said Nakano Project site into the jurisdictional boundaries of the City of San Diego; and (iii) amendment Sphere of Influence for the City of San Diego to include the Nakano Project site. (the Reorganization);

WHEREAS, on December 19, 2024, the Planning Commission of the City of San Diego considered Tri Pointe Homes's request for a resolution for the Application Requesting the Local Agency Formation Commission of the County of San Diego Initiate Proceedings the Detachment of the Proposed Nakano Residential Development Project (Project No. PRJ-1076302) from the City of Chula Vista jurisdictional boundaries and Otay Water District service area, Amendment of the Sphere of Influence, and for the Annexation of the project site into the jurisdictional boundaries of the City of San Diego and recommended approval; and

WHEREAS, the plan for providing services prepared in accordance with the requirement of Government Code section 56653 is attached to the Annexation Agreement as Exhibit E (Plan for Services); and



WHEREAS, the Local Agency Formation Commission of the County of San Diego (LAFCO), is the state-mandated regulatory agency established by the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000 (Govt. Code §§ 56000 *et seq.*) (Act) to review and approve proposed jurisdictional boundary changes, including annexations and detachments of certain real property to and/or from cities and special districts principally to discourage urban sprawl and to encourage the orderly and efficient provision of services; and

WHEREAS, the Reorganization is consistent with the legislative intent of the Act in that it will provide for orderly development of the Nakano project site and for more efficient services to the future inhabitants of the Nakano project site through the City of San Diego as shown in the Plan for Services; and

WHEREAS, Government Code section 56375(a)(7) provides that LAFCO require, as a condition to annexation, that a city pre-zone the area to be annexed, or, alternatively, to present evidence satisfactory to LAFCO that the existing development entitlements related to the area are vested and consistent with the City's General Plan; and

WHEREAS, this Resolution and the Annexation Agreement provide evidence that the Nakano Project entitlements are vested and consistent with the City of San Diego's General Plan in accordance with the terms of the Annexation Agreement; and

WHEREAS, through the Annexation Agreement, the City of San Diego agrees to provide full faith and credit to the vested rights of Tri Pointe Homes upon the same terms and conditions as the City of Chula Vista, except as provided for in the Annexation Agreement and ordinance approving the Annexation Agreement; and

WHEREAS, the Nakano Property site subject to the Reorganization is uninhabited,

NOW THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the recitals above are hereby incorporated by reference.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, the initiation of proceedings for the Reorganization is an action contemplated and analyzed in the EIR for the Project in compliance with CEQA. The EIR analyzes the environmental impacts that would result from the Project. The analysis discusses the potential impacts to Land Use, Landform Alteration/Visual Quality/Neighborhood Character, Air Quality/Odor, Biological resources, Historical resources, Human Health/Public Safety/Hazardous materials, Hydrology/Water Quality, Geology and Soils, Greenhouse Gases, Noise, Paleontological Resources, Transportation/Circulation, Public Facilities and Services, Public Utilities, and Energy Use/Conservation. The analysis concludes that the Project would result in significant, but mitigable direct impacts associated with: 1) Biological Resources; 2) Health & Safety/Hazardous Materials; 3) Historical Resources; 4) Tribal Cultural Resources; and 5) Hydrology and Water Quality.

Implementation of the Mitigation Monitoring and Reporting Program would reduce these environmental effects to below a level of significance. Findings of Fact and Statement of Overriding Considerations have been adopted by the City of Chula Vista as Lead Agency for the Project. Findings of Fact pertain to: 1) Findings Regarding Significant Impacts that can be Mitigated to below a Level of Significance; 2) Findings Regarding Mitigation Measures which are the Responsibility of Another Agency; 3) Findings Regarding

Infeasible Mitigation Measures; 4) Findings Regarding Alternatives Considered and rejected; and 5) Findings Regarding Alternatives Considered in the EIR. The Statement of Overriding Considerations pertain to each of the following social, economic, and environmental benefits of the Project, independent of the other benefits, outweigh the potential significant unavoidable adverse impacts and render acceptable each and every one of these unavoidable adverse environmental impacts: 1) Land Use and Planning; 2) GHG; and 3) Transportation.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it finds through its review of the EIR and other materials in the Administrative Record, the Council evaluated: (a) the present and planned land uses for the project site; (b) the present and the future need for urban services and facilities; (c) the fiscal impact of the reorganization; (d) whether the reorganization promotes an orderly and logical revision of the City's boundaries; (e) the ability of the City of San Diego, City of Chula Vista and the Otay Water District to provide urban level services; (f) whether the organization would induce residential growth; (g) whether the proposal would provide for affordable housing; (h) whether the proposal would provide for open space; (i) the effect of reorganization on social and economic interests; and (j) the level of support on the part of affected property owners and area residents.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it finds the annexation contributes to the social and economic interests and benefits and propose an orderly and logical revision of the City of San Diego boundaries because it facilities that Nakano Project, which will provide affordable housing, and provides more efficient services to the project in exchange for applicable development fees and

government revenues generated by construction and operation of the residential development.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that this Resolution of Application is hereby approved and adopted by the City of San Diego. The Local Agency Formation Commission of San Diego County is hereby requested to process the Reorganization in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 and in accordance with this Resolution. As a Responsible Agency, pursuant to CEQA Guidelines section 15096, the Council of the city of San Diego has considered and approved the certified EIR, Findings of Fact and Statement of Overriding Considerations for the Project.

Attachment: A. Annexation Agreement

APPROVED: [INSERT NAME], City Attorney:

By: \_\_\_\_\_  
[INSERT NAME]  
Deputy City Attorney

WHEN RECORDED MAIL TO:

City of San Diego  
202 C. Street, 2<sup>nd</sup> Floor  
San Diego, California 92101  
Attn: City Clerk

Exempt from Filing Fees  
Government Code § 27383

(Space above for Recorder’s Use)

**ANNEXATION AGREEMENT**

**among**

**THE CITY OF CHULA VISTA**

**a California Municipal Corporation,**

**and**

**THE CITY OF SAN DIEGO**

**a California Municipal Corporation,**

**and**

**TRI POINTE HOMES IE-SD, INC,**

**a California Corporation,**

**[Dated as of \_\_\_\_\_, 2024 for reference purposes only]**

For good and valuable consideration, including, but not limited to, the promises and mutual covenants set forth in this Annexation Agreement, the receipt and sufficiency of which is hereby acknowledged, the City of Chula Vista, the City of San Diego, and Tri Pointe Homes IE-SD, Inc. agree as follows:

## ARTICLE 1

### PARTIES AND EFFECTIVE DATE

1.1 **Parties.** This Annexation Agreement (“Agreement”) is entered into among: (i) the City of Chula Vista (“Chula Vista”), a municipal corporation and California charter city; (ii) the City of San Diego (“San Diego”), a municipal corporation and California charter city; and (iii) Tri Pointe Homes IE-SD, Inc. (“Tri Pointe Homes”), a California corporation. Chula Vista, San Diego and Tri Pointe Homes are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.” This Agreement is dated as of \_\_\_\_\_, 2024, for reference purposes only, and will become effective upon the “Effective Date” as defined in Section 1.2 below.

1.2 **Effective Date.** This Agreement will become effective on the first date (“Effective Date”) on which all the following have occurred: (i) this Agreement has been approved by Tri Pointe Homes, executed by its legally authorized officers, and delivered to Chula Vista and San Diego; (ii) this Agreement has been approved by City of Chula Vista City Council (“Chula Vista City Council”) and executed by its duly authorized representative as designated by the Chula Vista City Council; and (iii) this Agreement has been approved by the City of San Diego City Council (“San Diego City Council”) and executed by its duly authorized representative as designated by the San Diego City Council.

## ARTICLE 2

### RECITALS

2.1 Tri Pointe Homes owns 23.8 acres of uninhabited land (the “Project Property”), located in the undeveloped area of Chula Vista adjacent to the jurisdictional boundary of San Diego, as described and depicted in Exhibit A, attached hereto.

2.2 Tri Pointe Homes represents and warrants to the Parties that Tri Pointe Homes is the legal title holder and owner of record of the Project Property and that no other parties have a legal or equitable interest in the Project Property.

2.3 Tri Pointe Homes intends to develop the Nakano project (the “Project”), which, as approved by Chula Vista, consists of up to a 221-unit residential development on the Project Property. The details of the Project are described and depicted in exhibits to the Project’s vesting tentative map and its Environmental Impact Report (“EIR”), as approved and certified by Chula Vista, and are incorporated herein by this reference.

2.4 Although the Project Property is located within Chula Vista’s jurisdiction, it is situated adjacent to San Diego’s Ocean View Hills residential development to the east, Interstate 805 to the west, Kaiser Medical Center to the south and the Otay Valley River Park to the north,

as depicted in Exhibit A. The Project Property does not have direct access or connections to Chula Vista utilities, services and facilities, and, if developed, would need to be served by San Diego.

2.5 Prior to the Effective Date of this Agreement, Chula Vista, San Diego, and Tri Pointe Homes approved a memorandum of understanding (“MOU”) setting forth: (i) Chula Vista and San Diego’s reservation of rights to exercise their discretion as to all matters to negotiate or terminate negotiation of a binding annexation agreement; (ii) an understanding that Chula Vista would serve as the Lead Agency for purposes of compliance with the California Environmental Quality Act (Pub. Res. Code §§ 21000 *et seq.*) (“CEQA”) and include an independent analysis of the environmental impacts of a scenario where the Project Property would be annexed into San Diego; and (iii) an understanding that if Chula Vista approved the Project and an annexation agreement, then San Diego would independently evaluate whether to support the Reorganization, and if so, execute a binding annexation agreement and serve as the San Diego Local Agency Formation Commission (“LAFCO”) Applicant for LAFCO purposes in processing the Reorganization through LAFCO. The original term of this MOU has been extended upon the mutual agreement of the parties.

2.6 As provided in this Agreement, the Parties agree the Project Property on which Tri Pointe Homes will construct the Project will be detached from Chula Vista and annexed into the jurisdictional boundaries of San Diego. The process by which these jurisdictional changes will occur are collectively referred to in this Agreement as the “Reorganization.”

2.7 Pursuant to the authority to enter into annexation-related contracts (*Morrison Homes Corporation v. City of Pleasanton* (1974) 58 Cal. App.3d 724, 733), this Agreement sets forth the process for and the terms and conditions upon which the Project Property may be detached from Chula Vista and annexed into San Diego through the Reorganization, in the event Chula Vista approves the Project.

2.8 Due to the complexity and magnitude of the Project, as well as the substantial financial investment associated with the development, Tri Pointe Homes desires for Chula Vista and San Diego to provide a sufficient degree of certainty regarding the provision of municipal services to the Project Property after Chula Vista approves the Project. Pursuant to this Agreement, Chula Vista and San Diego provide assurances to Tri Pointe Homes that it will have the right to develop the Project in accordance with the Project Entitlements (as defined herein) on the terms and conditions provided in this Agreement.

### **ARTICLE 3**

#### **DEFINITIONS**

3.1 “Affected Local Agency” has the definition provided in Government Code section 56014.

3.2 “Agreement” means this Annexation Agreement.

3.3 “Annexation” has the definition provided in Government Code section 56017 and, for this Agreement, means more specifically the addition of the Project Property to the jurisdictional boundaries of San Diego and any other Affected Local Agency.

3.4 “Application” has the definition provided in Section 4.1.2 of this Agreement.

3.5 “Approval of Reorganization” means LAFCO’s adoption of a resolution making determinations to approve the Reorganization pursuant to Government Code section 56880.

3.6 “Building Codes” means standard, uniform codes governing construction, as adopted in California and/or San Diego. Examples of Building Codes include the California Building Code, the National Electrical Code, the Uniform Plumbing Code, the Uniform Mechanical Code, the Uniform Housing Code, and the Uniform Code for the Abatement of Dangerous Buildings.

3.7 “CEQA” means the California Environmental Quality Act, Public Resources Code section 21000 *et seq.* and the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3 (“CEQA Guidelines”).

3.8 “Certificate of Completion” has the definition provided in Government Code section 56020.5.

3.9 “Chula Vista” means the City of Chula Vista, a California municipal corporation and charter city.

3.10 “Chula Vista Project Entitlements” means the discretionary approvals that may be issued by Chula Vista as part of the possible approval of the Project. The Chula Vista Project Entitlements include, but are not limited to, the certification of the EIR and related approvals required pursuant to CEQA, General Plan Amendment, Specific Plan, Vesting Tentative Subdivision Map, Rezone, Multiple Species Conservation Plan Subarea Plan Amendment, and Mitigation Monitoring and Reporting Program. Chula Vista retains and will exercise full authority, discretion, jurisdiction, and independent judgment regarding any and all discretionary decisions. Chula Vista shall not make or issue and ministerial approvals or permits regarding the Project, including but not limited to any grading permits, building permits, or certificates of occupancy or completion for the Project.

3.11 “Detachment” has the definition provided in Government Code section 56033, and, for this Agreement, means more specifically the removal of the Project Property from the jurisdictional boundaries of Chula Vista and the Otay Municipal Water District.

3.12 “Early Termination” has the definition provided in Section 8.6.2 of this Agreement.

3.13 “Effective Date” has the definition provided in Section 1.2 of this Agreement.

3.14 “EIR” means the Final Environmental Impact Report, SCH No. 2022060260, including the technical studies prepared in support of the EIR, for the Project as certified by Chula Vista, as the lead agency, and San Diego, as the responsible agency, pursuant to CEQA, and shall include, CEQA Findings of Fact, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program, as approved separately and independently by Chula Vista and San Diego.



3.15 “Executive Officer” has the definition provided in Government Code section 56038 and, for this Agreement, means the Executive Officer of LAFCO.

3.16 “Expiration” has the definition provided in Section 8.6.1 of this Agreement.

3.17 “Fiscal Impact Analysis” means the fiscal study required by Section 5.3 of this Agreement.

3.18 “Initiate” or “Initiation” has the definition provided in Government Code section 56047.

3.19 “LAFCO” means the Local Agency Formation Commission of the County of San Diego, or any successor entity thereto.

3.20 “LAFCO Final Decision” means when LAFCO has recorded the Certificate of Completion with the County of San Diego Recorder’s Office and: (i) any ordinances or resolutions with respect to the Certificate of Completion have taken effect; (ii) the time has passed for any request for reconsideration or appeal of LAFCO’s Approval of Reorganization or the Certificate of Completion to any administrative agency or court with appeal jurisdiction over such approvals or appeals in connection therewith; (iii) no notice of referendum or initiative with respect thereto has been published or publicized within the statutory timeframes; and (iv) any appeal or litigation with respect to the Certificate of Completion or LAFCO’s Approval of Reorganization has been prosecuted and resolved in a manner which is not subject to remand to lower courts or governmental agencies.

3.21 “Landowner” has the definition provided in Government Code section 56048 and, for this Agreement, is equivalent to Tri Pointe Homes.

3.22 “Lead Agency for CEQA” has the definition provided in Public Resources Code section 21067 and section 15050 of the CEQA Guidelines, and, unless otherwise indicated, refers to Chula Vista and its efforts to process the Chula Vista Project Entitlements.

3.23 “LAFCO Applicant” refers to San Diego and its efforts to process the Reorganization through LAFCO.

3.24 “MOU” means the memorandum of understanding, as amended from time to time, by and among Chula Vista, San Diego and Tri Pointe Homes as approved by the respective Parties.

3.25 “Otay Municipal Water District” means the Otay Municipal Water District, a water district established and organized pursuant to the California Water Code.

3.26 “Parties” means, collectively, Chula Vista, San Diego and Tri Pointe Homes.

3.27 “Party” means, individually, Chula Vista, San Diego or Tri Pointe Homes.

3.28 “Permit Condition” means a condition to be included in the Project Entitlements set forth by Chula Vista that reads substantially as follows:

“With payment of processing fees, Tri Pointe Homes may process and complete all requirements necessary for a final map. However, a final map shall for the Project only be approved by the City of San Diego upon the satisfaction of all requirements for obtaining a final map, including the payment of all applicable processing fees.”

3.29 “Project” means the Nakano Project proposed by Tri Pointe Homes for construction on the Project Property, as is more particularly defined in Section 2.3 of this Agreement.

3.30 “Project Build-Out” means the issuance of the last permit needed to occupy and use the last structure or facility identified in the Project Entitlements or an earlier time as the Parties may mutually agree in writing.

3.31 “Project Entitlements” shall mean, collectively, Chula Vista Project Entitlements and San Diego Project Entitlements.

3.32 “Project Property” has the definition provided in Section 2.1 of this Agreement and is described and depicted in Exhibit A, attached hereto.

3.33 “Reorganization” means the Detachment of the Project Property from Chula Vista and the Otay Municipal Water District and Annexation of the Project Property into the jurisdictional boundaries of San Diego and other Affected Local Agency, as provided in Government Code section 56073 and sections 56650 *et seq.*, as well as any required adjustments to the Chula Vista, San Diego and Otay Municipal Water District Spheres of Influence and related changes to the jurisdictional boundaries and/or Spheres of Influence of any other Affected Local Agency, as set forth in San Diego’s Resolution of Application for Reorganization.

3.34 “Reorganization Effective Date” has the definition provided in Section 5.1 of this Agreement.

3.35 “Resolution of Application for Reorganization” means the document that San Diego will approve in order to initiate the Reorganization, as provided in Government Code section 56073.1.

3.36 “San Diego” means the City of San Diego, a California municipal corporation and charter city.

3.37 “San Diego Project Entitlements” means the discretionary approvals issued by San Diego as part of the possible approval of the Project. The San Diego Project Entitlements include, but are not limited to, the review and consideration of the EIR and related approvals required pursuant to CEQA, Community Plan Amendment, General Plan Amendment, Pre-Zone, Multiple Species Conservation Plan Subarea Plan Amendment, Sewer Easement Vacation, City Council District Boundary Amendment, Resolution of Application to LAFCO, Site Development Permit for development areas currently in City of San Diego jurisdiction and Uncodified Ordinance for areas outside City of San Diego. San Diego retains and will exercise full authority, discretion, jurisdiction, and independent judgment regarding any and all discretionary decisions relating to the San Diego Project Entitlements and shall be responsible for the issuance of any related certificates.

3.38 “Sphere of Influence” has the definition provided in Government Code section 56076.

3.39 “Tri Pointe Homes” means Tri Pointe Homes IE-SD, Inc. a California corporation with its principal place of business located at Irvine, California.

## ARTICLE 4

### THE REORGANIZATION

4.1 **Initiation of Proceedings.** The Reorganization shall be processed in accordance with the timeline identified in Exhibit B.

4.1.1 **San Diego as Proponent of Reorganization.** San Diego, as the LAFCO Applicant, shall adopt a Resolution of Application for Reorganization, in substantially the form described in Exhibit C, attached hereto, within sixty (60) calendar days of the Effective Date of this Agreement. Tri Pointe Homes, Chula Vista and San Diego shall review and approve in writing all modifications to the attached Resolution of Application for Reorganization prior to adoption by San Diego and submission to LAFCO. For purposes of this paragraph only, the review and approval of modifications to the Resolution of Application may be made by the City Manager of Chula Vista, Mayor of San Diego, or their respective designees. San Diego shall process the Reorganization with LAFCO to obtain a Certificate of Completion for the Reorganization. Except as otherwise provided in this Agreement, San Diego hereby irrevocably consents to the Reorganization and agrees to not in any way object to, protest, delay, frustrate, or otherwise impede the Reorganization. Provided that Tri Pointe Homes and Chula Vista have fully complied with their obligations set forth in this Agreement, San Diego shall cooperate in every reasonable way with the requests of Tri Pointe Homes, Chula Vista, LAFCO and any other Affected Local Agency in any proceedings for the Reorganization. Notwithstanding any other provision herein, failure to adopt the applicable resolution within sixty (60) calendar days or obtain the Parties’ written mutual consent for an extension of time to adopt the applicable resolution will terminate this Agreement.

4.1.2 **Timing, Form and Content of Application.** San Diego shall submit an Application for Reorganization (“Application”) within sixty (60) calendar days of its approval of a Resolution of Application for Reorganization. The form and content of the Application shall be as provided in Government Code section 56652 and LAFCO policy, including any necessary information regarding an adjustment to San Diego’s Sphere of Influence or the Otay Water District Sphere of Influence, in order to serve the Project Property and shall be in substantially the form described in Exhibit D, attached hereto. Tri Pointe Homes, Chula Vista and San Diego shall review and approve in writing all modifications to the attached Application prior to submission to LAFCO. For purposes of this paragraph only, review and approval of modifications to the Application may be made by the City Manager of Chula Vista, Mayor of San Diego, or their respective designees. The Application will also include this Agreement. The Parties agree to jointly work to ensure that the Application satisfies the LAFCO form and content requirements.

4.1.3 **Chula Vista Resolution of Support.** Chula Vista shall adopt a Resolution of Support for San Diego’s Application within ten (10) calendar days of the Effective Date of this Agreement or concurrent with a hearing to approve this Agreement, whichever occur first. Except

as otherwise provided in this Agreement, Chula Vista hereby irrevocably consents to the Reorganization and agrees to not in any way object to, protest, delay, frustrate, or otherwise impede the Reorganization. Provided that Tri Pointe Homes and San Diego have fully complied with their obligations set forth in this Agreement, Chula Vista shall cooperate in every reasonable way with the requests of Tri Pointe Homes, San Diego, LAFCO and any other Affected Local Agency in any proceedings for the Reorganization. Notwithstanding any other provision herein, failure to adopt the applicable resolution within sixty (60) calendar days or obtain the parties' written mutual consent for an extension of time to adopt the applicable resolution will terminate this Agreement.

**4.1.4 Purpose of Resolutions.** It is the intent of the Parties that the resolutions called for in this Section 4.1 of the Agreement shall satisfy the provisions of Government Code sections 56751(d) and 56857(e) and make the provisions of Government Code sections 56751(a)-(c) and 56857(a)-(d) inapplicable to the Reorganization.

**4.1.5 Compliance with Government Code section 56375(a)(7).** Government Code section 56375(a)(7) provides that LAFCO "shall require, as a condition to annexation, that a city prezone the territory to be annexed *or present evidence satisfactory to the commission that the existing development entitlements on the territory are vested or are already at buildout, and are consistent with the city's general plan.*" (Emphasis added.) The Parties intend this Agreement to serve as satisfactory evidence that the Project Entitlements, as applied to the Project, are vested and consistent with San Diego's General Plan as of the Effective Date.

**4.1.6 Landowner-Owner Consent Form; Irrevocable Consent.** Within thirty (30) days of the Effective Date of this Agreement, Tri Pointe Homes shall execute and cause to be submitted to San Diego in connection with the Application a Landowner-Consent Form in support of the Reorganization in the form required by LAFCO. Except as otherwise provided in this Agreement, Tri Pointe Homes hereby irrevocably consents to the Reorganization and agrees to not in any way object to, protest, delay, frustrate, or otherwise impede the Reorganization. Provided that Chula Vista and San Diego have fully complied with their obligations set forth in this Agreement, Tri Pointe Homes shall cooperate in every reasonable way with the requests of Chula Vista, San Diego, LAFCO and any Affected Local Agency and any other public agency in any proceedings for the Reorganization. Tri Pointe Homes shall also cause to be prepared all legal descriptions, parcel/plan maps and other maps required by LAFCO for the Reorganization.

**4.1.7 Plan For Providing Services.** A Plan for Providing Services consistent with the requirements in Government Code section 56653, in substantially the form described in Exhibit E, attached hereto, shall be submitted as part of San Diego's Application. Tri Pointe Homes, Chula Vista and San Diego shall review and approve in writing all modifications to the attached Plan for Providing Services prior to submission to LAFCO. For purposes of this paragraph only, the review and approval of modifications to the Plan for Providing Services may be made by the City Manager of Chula Vista, Mayor of San Diego or their respective designees.

**4.1.8 Environmental Document.** The Parties intend that the EIR shall be the environmental documentation used by Chula Vista, San Diego, LAFCO, or other Affected Local Agency to comply with CEQA in the consideration of the Reorganization. Tri Pointe Homes shall be responsible for causing the appropriate number of copies of the EIR and related documents to be provided for the Application. If LAFCO requires additional information related to the

environmental documentation, the Parties shall make reasonable efforts to provide the information to LAFCO, and Tri Pointe Homes shall be solely responsible for such costs.

**4.1.9 LAFCO Processing Fees.** Tri Pointe Homes shall be solely responsible for providing all LAFCO processing fees pursuant to LAFCO's standard policies or as may otherwise be required to process the Reorganization.

**4.1.10 Complete Application.** The Parties anticipate that LAFCO may require additional information prior to deeming the Application complete. The Parties shall make reasonable efforts to provide the information to LAFCO.

## **4.2 LAFCO Hearing and Decision.**

**4.2.1 Assistance of Parties to LAFCO Executive Officer and Staff.** The Parties shall make reasonable efforts to timely respond to requests for information from the Executive Officer and LAFCO staff as necessary for the processing of the Reorganization through the LAFCO hearing process.

**4.2.2 Participation in Hearing Process.** The Parties shall make reasonable efforts to ensure that their appropriate representatives prepare for and attend LAFCO meetings and public hearings as necessary for the processing of the Reorganization through the hearing process.

## **4.3 Reorganization Processing Costs.**

**4.3.1 Tri Pointe Homes.** Tri Pointe Homes shall be solely responsible for all costs and fees, including attorney's fees or other obligations incurred by it for the Project, the EIR and the Reorganization. In addition, except as may otherwise be expressly provided in this Agreement, Tri Pointe Homes shall pay all costs and fees, including attorneys' fees associated with processing the Project, the EIR and the Reorganization and other obligations of Chula Vista, San Diego and the City in connection with processing the Project, the EIR and the Reorganization. However, such costs and fees shall not include any costs and fees related to any challenge initiated or joined in by Chula Vista or San Diego to the issuance of any Project permits or approvals. Tri Pointe Homes shall establish or maintain throughout the term of this Agreement refundable deposit accounts with Chula Vista and San Diego, respectively, against which Chula Vista and San Diego may draw its reasonable costs and fees, including attorneys' fees, and other monetary obligations. Within thirty (30) days of receipt of a written request, Tri Pointe Homes shall replenish the deposit account in accordance with Chula Vista and San Diego's respective published deposit requirements. Tri Pointe Homes acknowledges and agrees that its failure to replenish the deposit accounts will result in suspension of work by the Party requesting that the account be replenished.

**4.3.2 Chula Vista.** Chula Vista shall be entitled to be fully and timely reimbursed by Tri Pointe Homes as provided in Section 4.3.1 for its reasonable costs and fees incurred in connection with processing the Project, Chula Vista Project Entitlements and the Reorganization in accordance with its published fee schedules applicable throughout its territory, and other reasonable costs and fees, and will require deposits from Tri Pointe Homes for such costs and fees in accordance with Section 4.3.1. Except as may otherwise be expressly provided in this Agreement, Chula Vista shall have no obligation for the costs and fees incurred by Tri Pointe

Homes, or San Diego in connection with the Project, Chula Vista Project Entitlements or the Reorganization.

4.3.3 **San Diego.** San Diego shall be entitled to be reimbursed by Tri Pointe Homes as provided in Section 4.3.1 for its reasonable costs and fees incurred in connection with processing the Project, San Diego Project Entitlements and the Reorganization in accordance with its published fee schedules applicable throughout its territory. Except as may otherwise be expressly provided in this Agreement, San Diego shall have no obligation for the costs and fees incurred by Tri Pointe Homes, or Chula Vista in connection with processing the Project, San Diego Project Entitlements or the Reorganization.

## ARTICLE 5

### LAFCO TERMS AND CONDITIONS

5.1 **Effective Date of Reorganization.** In accordance with Government Code section 57202(a), the Parties agree, and shall include as a term and condition in the Application, a condition that the Reorganization Effective Date shall be upon the date of recordation of the Certificate of Completion with the County of San Diego Recorder's Office, which the Parties desire to occur as soon after LAFCO Approval of the Reorganization as is reasonable possibly.

#### 5.2 **Processing of and Services to the Project**

5.2.1 **Role of San Diego.** San Diego shall process any and all approvals necessary or related to the Reorganization, including, but not limited to, the San Diego Project Entitlements. San Diego shall also take such actions that it would otherwise take regarding the Project after the Reorganization, including issuance of Certificates of Occupancy and recordation of a final map, except as may be modified by this Agreement. Following Reorganization, San Diego shall implement and monitor the conditions of approval included in the Chula Vista Project Entitlements to the extent feasible and consistent with San Diego regulations. In the instance a condition is found to be infeasible and/or inconsistent, San Diego shall meet and confer with Chula Vista in good faith to address satisfaction of said condition. For the avoidance of doubt, the right-of-entry permit, revegetation and trail construction that is anticipated to occur within the jurisdictional boundaries of Chula Vista shall be implemented in accordance with the Otay Valley River Park Guidelines. The processing of these approvals does not limit the City of San Diego's police powers, independent judgment, or discretion in considering these approvals.

5.2.2 **Role of Chula Vista.** Until the Reorganization, Chula Vista shall process the Chula Vista Project Entitlements, including the Permit Condition, in accordance with applicable policies and practices and this Agreement. Following Reorganization, Chula Vista shall process, permit and inspect any components of the Project (i.e., off-site mitigation) that are not subject to the Reorganization, in accordance with the Chula Vista Project Entitlements, including the Permit Condition, applicable codes, policies and practices and this Agreement. Chula Vista shall take such actions that it would otherwise take regarding the Project during and after the Reorganization except as may be modified by this Agreement.

**5.2.3 Tri Pointe Home's Obligation; Property Maintenance.** Tri Pointe Homes shall make reasonable efforts to process the Project with Chula Vista and San Diego to completion. At all times, Tri Pointe Homes shall maintain the Project Property in good condition and in compliance with reasonable maintenance standards sufficient to keep the Project Property free from fire hazards, visible defects, deterioration, dirt and debris.

**5.3 Distribution of Processing Fees, Mitigation Fees, Credits, Open Space and Other Revenue from the Project and the Project Property.**

**5.3.1 General Intent of the Parties.** The Parties intend that the Party that provides a particular service to the Project or the Project Property, or that will bear the impact for which a fee is imposed, should receive the fees or revenue associated with that service or impact. The Parties desire that this general intent guide the resolution of any future disputes about which Party should receive a fee or revenue associated with the Project on the Project Property, unless otherwise expressly provided in this Agreement. It is also the intent of the Parties to comply with Government Code sections 66000 - 66025 and not to duplicate fees charged to Tri Pointe Homes.

**5.3.2 Allocation of Fees and Revenue.** The Parties have agreed that San Diego will provide all services to the Project and shall receive all fees and or revenues associated with the services.

**5.3.3 Fiscal Impact Analysis.** The Parties have caused the preparation of a Fiscal Impact Analysis, described in Exhibit F, attached hereto, which identifies both the current and anticipated taxes, fees, assessments and other revenue associated with the Project and the Project Property and the anticipated costs for the provision of various municipal services to the Project and the Project Property. The Fiscal Impact Analysis does not identify either current or anticipated impact-related fees.

**5.3.4 Distribution of Revenue and Other Items.** The Parties have attempted to identify the known taxes, fees, assessments, credits, dedications and other revenue generated from the Project or the Project Property described in Exhibit G, attached hereto, and for each such item, the Parties have designated the Party entitled to receive the item.

**5.3.5 Payment of Fees by Tri Pointe Homes.** Prior to the issuance by San Diego of any permits for the Project, Tri Pointe Homes must pay the fees, assessments or other amount related to the Project Entitlements or permit and required to be paid prior to permit issuance to the Party entitled to receive the fee, assessment or payment. If the payment is due to Chula Vista, Tri Pointe Homes shall make such payment directly to Chula Vista. If the payment is due to San Diego, Tri Pointe Homes must make the payment directly to San Diego.

**5.3.6 Payment of Local Share of Property Taxes.** Tri Pointe Homes or future landowners (i.e., homeowners) within the Project Property shall satisfy their duty to pay tax revenue to the Parties identified in Exhibit G, attached hereto, through payment of applicable property taxes to the County of San Diego Assessor's Office through the Assessor's Office's proscribed means. If Chula Vista receives the local government share of property taxes for the Project Property after the Reorganization Effective Date, then Chula Vista shall transfer such property taxes to the Parties identified in Exhibit G, attached hereto, in accordance with the

percentage of time during the annual assessment period that services were required to be provided by such Parties pursuant to this Agreement.

**5.3.7 Undesignated Government Revenue.** In the event that government revenue is generated from the Project or the Project Property that are not identified, in whole or in part, in this Agreement, such revenue shall be distributed in a manner consistent with the general intent expressed in Section 5.3.1 above. The City Manager of Chula Vista, Mayor of San Diego, or their respective designees, as applicable, shall, within thirty (30) days of the identification of the revenue, meet and confer in good faith to mutually agree upon that should receive such revenue. If the Parties cannot mutually agree, Chula Vista and/or San Diego (“Revenue Disputing Parties”) as applicable, shall resolve the issue by participating in at least four (4) hours of mediation prior to filing any court action. The mediation shall be held in San Diego, California, before a mediator selected by the Revenue Disputing Parties. The mediation shall be commenced by any Revenue Disputing Party making a written demand for mediation to another party. Within fifteen (15) days after such demand is made, the Revenue Disputing Parties shall mutually select a mediator. If the Revenue Disputing Parties are unable to agree on a mediator, the administrator of JAMS in San Diego, California shall select an independent mediator. The Revenue Disputing Parties to the mediation shall equally share the costs of the mediation, however, no Revenue Disputing Party shall be required to pay more than \$10,000 in connection with any single mediation under this agreement unless such Revenue Disputing Party agrees to do so in writing. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until fifteen (15) days after the date of the mediation session. The Revenue Disputing Parties will take such action, if any, required to effectuate such tolling. California Evidence Code sections 1119 through 1128 shall apply to the mediation. If a Revenue Disputing Party fails to cooperate to commence and/or participate in a mediation session, then, notwithstanding anything above, the other Revenue Disputing Party shall be free to file a court action even if no mediation session has taken place. Upon resolution, the Parties shall execute an Annexation Agreement Operating Memorandum confirming the allocation. Such Annexation Agreement Operating Memorandum may be signed by the City Manager of Chula Vista, Mayor of San Diego or their respective designees.

**5.3.8 Municipal Services Cost Neutrality.** The provision of municipal services to the Project or Project Property is intended be on a cost neutral basis to San Diego. The Parties agree such cost neutrality is satisfied because the Parties caused the preparation of the Fiscal Impact Analysis, described in Exhibit F, attached hereto, that concludes that San Diego’s cost of services will be equal to or less than the revenue San Diego anticipates it will receive from the Project.

**5.3.9 Housing Credits and Inclusionary Affordable Housing Fees.** The Project shall comply with affordable housing requirements identified in the San Diego Municipal Code. San Diego shall be entitled to receive credit towards its share of the regional housing needs allocation for the number of qualifying units, if any, in the Project.

**5.3.10 Mitigation of Biological Impacts, Open Space Deeds.** The Parties agree that as part of the Project Entitlements, any impacts to biological resources, including to environmentally sensitive lands and wetland deviations as identified by the San Diego Municipal Code, have been analyzed and mitigated and conditioned by the Project Entitlements to the extent feasible and that no additional permits or approvals will be required from San Diego to mitigate



for biological impacts. San Diego shall accept a covenant of easement to the undeveloped portions of the Property identified in the Project Entitlements, in accordance with Project Entitlements, and Chula Vista shall have no obligation related to open space lands. In addition, notwithstanding any other term of this Agreement, San Diego shall be entitled to receive any and all mitigation fees related to the open space, if applicable.

#### 5.4 **Provision of Municipal Services to the Annexation Property.**

5.4.1 **Water and Sewer.** Upon the Reorganization Effective Date, San Diego shall provide water and sewer services to the Project Property. Tri Pointe Homes shall construct or cause the construction of all on-site public improvements and off-site public improvements necessary to connect to San Diego's water and sewer services as required by the Project Entitlements and San Diego's standards and approved material requirements including but not limited to the standards adopted by San Diego, San Diego's rules and regulations, and the Contract to Make, Install and Complete Water and/or Sewer Facilities to be entered into by Tri Pointe Homes and San Diego prior to commencement of construction. All water and sewer facilities shall be inspected and tested in accordance with the standards adopted by San Diego. Tri Pointe Homes shall pay sewer and water capacity fees and other applicable fees, to San Diego in accordance and compliance with fee schedules in effect at the time of payment by Tri Pointe Homes to San Diego. San Diego shall recover all of its other expenses not associated with the sewer and water capacity fee through monthly water and sewer rates charged to users in accordance with rules and regulations applicable to San Diego. Upon the Reorganization Effective Date, San Diego shall provide water and sewer services to the Project Property at the same level of service and upon the same terms and conditions as provided to other properties within San Diego's service area and assess such users monthly water and sewer rates in accordance the rules and regulations applicable to San Diego.

5.4.2 **Fire and Life Safety.** Upon the Reorganization Effective Date, San Diego shall provide or cause to be provided fire and life safety services to the Project Property. San Diego shall provide primary fire and life safety services to the Project Property on the same level of service and upon the same terms and conditions as provided other areas of San Diego.

5.4.3 **Law Enforcement Services.** Upon the Reorganization Effective Date, San Diego shall provide or cause to be provided primary law enforcement services to the Project Property pursuant to a "Will Serve" letter or a Mutual Aid Agreement. San Diego shall provide law enforcement services to the Project Property on the same level of service and upon the same terms and conditions as provided other areas of San Diego.

5.4.4 **Other Municipal Services.** Upon the Reorganization Effective Date, San Diego shall provide or cause to be provided other municipal services to the Project Property, other than the permitting and inspection services provided by Chula Vista under this Agreement, pursuant to a "Will Serve" letter. San Diego shall provide municipal services to the Project Property on the same level of service and upon the same terms and conditions as provided other areas of San Diego.

## **5.5 Full Faith and Credit Given to Right to Develop the Project in Accordance with the Project Entitlements.**

**5.5.1 Full Faith and Credit of Development Rights.** The Parties agree that Tri Pointe Homes shall have the right to develop the Project in accordance with the Project Entitlements, and San Diego agrees to give full faith and credit to the Chula Vista Project Entitlements on the terms and conditions as issued by Chula Vista. To the extent the Project Entitlements provide Tri Pointe Homes with vested rights to develop the Project in accordance with the Project Entitlements, San Diego agrees to give full faith and credit to those vested rights on the same terms and conditions as Chula Vista. The full faith and credit created herein is not intended to either expand or contract Tri Pointe Homes's right to develop the Project in accordance with the Project Entitlements. The full faith and credit created herein is intended to provide Tri Pointe Homes with the assurance that San Diego will honor Tri Pointe Homes's vested development rights in the same manner and under the same conditions as Chula Vista. The Term of this Agreement does not have any effect on any vesting of rights under the Project Entitlements or the length of time under which those rights, if any, are vested. Notwithstanding the foregoing, the Parties acknowledge that the Project's Vesting Tentative Map is tolled for five (5) years or until a LAFCO Final Decision on the Reorganization, whichever is earlier, because this Agreement prohibits Tri Pointe Homes from obtaining a final map until Approval of Reorganization. Furthermore, full faith and credit shall be extended for any extensions of the Project Entitlements which may exist or are granted in accordance with the Chula Vista Municipal Code, Subdivision Map Act (including, but not limited to legislatively granted extensions), or other state laws.

**5.5.2 Post-Chula Vista Project Entitlements Approval Actions by Tri Pointe Homes.** After Chula Vista's approval of the discretionary Chula Vista Project Entitlements, but before the Reorganization Effective Date, and with payment of processing fees, Tri Pointe Homes may concurrently process San Diego Project Entitlement applications and ministerial applications, and complete all requirements necessary for a final map. However, San Diego shall only approve a final map in accordance with the Subdivision Map Act as provided in the Permit Condition and after it and Chula Vista have received full and complete payment by Tri Pointe Homes of all applicable fees and costs conditioned upon final map approval.

**5.5.3 Development of Project Property after Full Project Build-Out.** Following the Reorganization Effective Date, development of the Project Property occurring after full Project Build-out that is not governed by the Project Entitlements shall conform to the then existing requirements of San Diego. San Diego shall treat any existing development that occurred in accordance with the Project Entitlements as legal non-conforming, except to the extent that compliance with San Diego requirements would not unreasonably interfere with such existing development and would be consistent with the requirements imposed by San Diego on existing development outside the Project Property.

**5.5.4 Reserved Authority; Changes in Federal or State Law.** Notwithstanding anything to the contrary in this Section 5.5, San Diego shall have the same rights as possessed by Chula Vista to apply land use or building requirements that may conflict with the Project Entitlements in the same manner and on the same conditions as Chula Vista, including: (a) the reasonable determination that compliance with the Project Entitlements would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health

or safety; or (b) as necessary to comply with state or federal law or mandates. The action chosen to implement the authority reserved under this Section 5.5.4 shall be of the minimum scope, effect, and duration necessary to accommodate the health and safety issue or higher law.

## 5.6 Additional Terms and Conditions.

5.6.1 **Agreed to by Parties.** The Parties may agree to include additional terms and conditions as part of the Resolution of Application for Reorganization and/or Application or the LAFCO process through the Annexation Agreement Operating Memorandum process identified in Section 9.15 of this Agreement.

5.6.2 **Imposed by LAFCO.** The Parties acknowledge that LAFCO may impose additional terms and conditions on the Reorganization beyond those set forth in this Agreement. The Parties shall reasonably consider such terms and conditions and support them unless any such LAFCO imposed term or condition is in fundamental conflict with the terms and conditions of this Agreement.

## ARTICLE 6

### DEFAULT, BREACH, REMEDIES, MORTGAGEE PROTECTION

6.1 **Default by Tri Pointe Homes.** Tri Pointe Homes shall be in default of this Agreement if it does any or any combination of the following:

6.1.1 Fail to cure a material breach of this Agreement within the time set forth in a written notice of default from Chula Vista or San Diego.

6.1.2 Willfully violates any order, ruling or decision of any administrative or judicial body having jurisdiction over the Project Property or the Project. Tri Pointe Homes may contest any such order, ruling or decision by appropriate proceedings conducted in good faith, in which event no default of this Agreement shall be deemed to have occurred unless and until there is a final, non-appealable judicial decision that Tri Pointe Homes willfully violated such obligation.

6.2 **Default by Chula Vista or San Diego.** Chula Vista or San Diego shall be in default of this Agreement only if they fail to cure a material breach of this Agreement within the time set forth in a written notice of default as discussed in Section 6.3 below.

6.3 **Notice of Default.** A Party alleging a default by the other Party shall serve written notice thereof. Each such notice shall state with specificity all of the following:

6.3.1 It is given pursuant to this Agreement.

6.3.2 The nature of the alleged default.

6.3.3 The manner in which the alleged default may be satisfactorily cured.

6.3.4 A period of time in which the default may be cured. The notice of default shall allow at least sixty (60) calendar days to cure the default. If the default is of such a nature as

not to be susceptible of cure within said time using the allegedly defaulting Party's diligent efforts, then the allegedly defaulting Party shall only be deemed to have failed to cure the default if it fails diligently to commence such cure within said time or if it fails to reasonably diligently prosecute such cure to its conclusion.

**6.4 Remedies for Default.** The Parties acknowledge and agree that Chula Vista or San Diego would not have entered into this Agreement if they were to be liable in damages to any Party under this Agreement, or with respect to this Agreement or the application thereof. The Parties also acknowledge and agree that Tri Pointe Homes would not have entered into this Agreement without Chula Vista and San Diego's assurances set forth in this Agreement, and that Tri Pointe Homes will invest substantial money and effort in reliance upon Chula Vista and San Diego's assurances set forth in this Agreement. The Parties therefore acknowledge and agree that the nature of the Reorganization and the terms of this Agreement render ordinary remedies at law inadequate for a breach of this Agreement and that it would not be feasible or possible to restore the Project Property to its natural condition once implementation of the Agreement has begun. Therefore, the Parties agree that the remedies for breach of this Agreement shall be limited to one or more of the following:

6.4.1 In general, each of the Parties may pursue any remedy at law or equity available for any breach of any provision of this Agreement (including, but not limited to, obtaining letters of credit, performance bonds, and/or withholding certain approvals), except that Chula Vista or San Diego shall not be liable in monetary damages in any form to Tri Pointe Homes, any mortgagee or lender, or to any successor in interests of Tri Pointe Homes or mortgagee or lender, or to any other person, and Tri Pointe Homes covenants on behalf of all successors in interest in the Project Property or any portion thereof, not to sue Chula Vista or San Diego for monetary damages.

6.4.2 The Parties acknowledge that monetary damages and remedies at law will, however, generally be inadequate, and that specific performance and other non-monetary remedies are particularly appropriate remedies for the enforcement of this Agreement and should be available to the Parties because (a) money damages are unavailable against Chula Vista and San Diego as provided herein; and (b) given the size, nature and scope of the Project, it is not possible to determine the sum of money that would adequately compensate Tri Pointe Homes for development of the Project. Therefore, the Parties acknowledge and agree that specific performance is the preferred remedy for any default under this Agreement.

## **6.5 Mortgagee Protection.**

6.5.1 **Right to Mortgage.** Tri Pointe Homes may assign, pledge or otherwise encumber its rights and interests under this Agreement for security purposes to a Mortgagee. Nothing contained in this Agreement shall restrict Tri Pointe Homes from encumbering all or any portion of the Project Property with a mortgage, deed of trust, or other security device (collectively "Mortgage"). No breach of this Agreement shall default, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value. To the extent consistent with transferee's rights pursuant to bankruptcy and foreclosure laws, all of the terms and conditions of this Agreement shall be binding upon and effective against any person or transferee who acquires title

to all or any portion of the Project Property by foreclosure, trustee's sale, or deed in lieu of foreclosure.

**6.5.2 Notice of Default.** If Chula Vista or San Diego receives written notice from a Mortgagee requesting a copy of any notice of default given to Tri Pointe Homes hereunder and specifying the address for service thereof, then Chula Vista or San Diego shall deliver to such Mortgagee, concurrently with the delivery to Tri Pointe Homes, any notice given to Tri Pointe Homes with respect to any claim that Tri Pointe Homes is in default hereunder. If Chula Vista or San Diego subsequently makes a determination of noncompliance hereunder, concurrent with service to Tri Pointe Homes, Chula Vista or San Diego shall likewise serve notice of noncompliance on any Mortgagee who Tri Pointe Homes has identified in writing to Chula Vista or San Diego requires such notice. Each Mortgagee shall have the right, but not the obligations, during the same period available to Tri Pointe Homes hereunder, to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the notice. But no Mortgagee shall have any claim, cause of action, remedy, or liability against Chula Vista or San Diego for monetary or compensatory damages, but for specific performance of this Agreement only. The failure of Chula Vista or San Diego to mail copies of said notice, or of the Mortgagee to receive such notice, shall not affect the validity of such notice or claim of default.

**6.5.3 Statement of Compliance / Notice of Estoppel.** Within thirty (30) calendar days after receipt of a written request from Tri Pointe Homes for a statement of compliance (or notice of estoppel), or for an additional reasonable period of time under the circumstances if Chula Vista or San Diego is diligently and in good faith pursuing compliance with the request, Chula Vista or San Diego shall execute and deliver a statement certifying: (a) that this Agreement is unmodified and in full force and effect (or identifying any modifications); (b) that there are no uncured defaults under this Agreement by the certifying Party or to the certifying Party's knowledge, by another other Party (or specifying any such defaults) if that is the case; and (c) any other information reasonably requested regarding the status of the Agreement and performance by the Parties. The failure of Chula Vista or San Diego to provide such statement within the 30-day period, or for a longer period under the circumstances identified in this Section above, shall be conclusively deemed to constitute a certification by the non-responding Party that: (a) this Agreement is in full force and effect without modification, except as may be represented by Tri Pointe Homes; and (b) that there are no uncured defaults under this Agreement. Such statement (or certification of estoppel) may be relied upon by any purchaser, transferee, lender, title company, governmental agency, or other person; however, nothing in this Agreement shall be construed to provide any non-Party with a cause of action.

## ARTICLE 7

### INDEMNITY AND TOLLING OF CLAIMS

**7.1 Indemnity Against General Plan Litigation.** Chula Vista and San Diego, as applicable, have determined that this Agreement is consistent with their respective General Plans and other applicable land use plans, and that those plans meet all requirements of law. Tri Pointe Homes has reviewed those General Plans and all other applicable land use plans and concurs with the determination of Chula Vista and San Diego. Chula Vista and San Diego shall have no liability under this Agreement for any failure to perform under this Agreement or the inability of Tri Pointe

Homes to develop the Project Property resulting from a judicial determination that the General Plan, applicable land use plans, or portions thereof, are, on the date each is approved, invalid or inadequate or not in compliance with law.

**7.2 Indemnity Against Third Party Litigation Concerning the Agreement and the Project Entitlements and the Property Tax Exchange Agreement.** Tri Pointe Homes shall fully and timely defend, with separate and independent counsel or counsels mutually acceptable to the Parties, at its sole expense, including any attorneys' fees and costs incurred by the Parties, indemnify, reimburse, and hold harmless Chula Vista and San Diego, their agents, officers and employees from any judgment, costs, (including any costs and expenses to prepare the administrative record for any challenge to the EIR, Project Entitlements, San Diego's approvals, and/or compiling a response to a California Public Records Act request(s) to provide the record of proceedings materials for the Project Entitlements and/or San Diego's approvals), fees, claim, action or proceeding against Chula Vista and San Diego, their agents, officers or employees to attack, set aside, void or annul the approval of this Agreement, the Project Entitlements, and/or San Diego's approvals or any subsequent approval or permit granted to Tri Pointe Homes pursuant to this Agreement, or regarding the Property Tax Sharing Agreement between Chula Vista and San Diego relating to the Annexation contemplated herein, regardless of whether such claim, action or proceeding is brought within the time period provided for in Government Code section 66499.37, Public Resources Code section 21167, or other applicable statute of limitations. Notwithstanding the foregoing, the indemnification obligations in this Section 7.2 shall not apply in judicially determined instances of Chula Vista or San Diego, gross negligence or willful misconduct. Chula Vista and San Diego shall promptly notify Tri Pointe Homes of any such claim, action or proceeding, and Chula Vista and San Diego shall cooperate fully in the defense. If Chula Vista or San Diego fail to cooperate fully in the defense, Tri Pointe Homes shall not thereafter be responsible to defend, indemnify, or hold Chula Vista or San Diego harmless. Counsel for the Parties will work closely and will coordinate their efforts to avoid unnecessary duplication of efforts, to reduce legal fees and costs and to present a joint defense that best uses the strengths of each Party. As the owner of the Project Property and the ultimate beneficiary of any future development of the Project, the Parties assume that Tri Pointe Homes's legal fees and costs will generally exceed the legal fees and costs incurred by Chula Vista and San Diego, reflecting Tri Pointe Homes's assumption of the greater legal workload in the defense. The Parties also assume, however, that Chula Vista and San Diego must, in consultation with Tri Pointe Homes, take prudent steps deemed necessary to protect their respective interests.

**7.3 Environmental Assurances.** Tri Pointe Homes shall fully and timely indemnify, reimburse, defend and hold Chula Vista and San Diego, their officers, agents, employees, subcontractors and independent contractors free and harmless from any liability, judgment, fees, costs, claim, action or proceeding based or asserted, upon any act or omission of Tri Pointe Homes, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Project Property, including, but not limited to, soil and groundwater conditions, save and except liability or claims arising through the judicially determined instances, if any, of gross negligence or willful misconduct of Chula Vista, and San Diego, as applicable to that Party. Tri Pointe Homes shall defend, at its expense, including attorneys' fees, Chula Vista and San Diego, their officers, agents, employees, subcontractors and independent contractors in any action based or asserted upon any

such alleged act or omission, save and except liability or claims arising through the judicially determined instances, if any, of gross negligence or willful misconduct of Chula Vista and San Diego, as applicable.

**7.4 General Indemnity.** Tri Pointe Homes shall fully and timely indemnify, reimburse, defend and hold Chula Vista and San Diego, their officers, agents, employees, subcontractors and independent contractors free and harmless from any liability, judgment, fees (including attorneys' fees), costs, claim, action or proceeding whatsoever, based or asserted upon any act or omission of Tri Pointe Homes, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Tri Pointe Homes's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated by this Agreement or the Project Entitlements, including, but not limited to, the Property Tax Exchange Agreement between Chula Vista and San Diego relating to the annexation contemplated herein, the study, design, engineering, construction, completion, failure and conveyance of private or public improvements for the Project, save and except for liability or claims arising through: (i) the judicially determined instances, if any, of gross negligence or willful misconduct of Chula Vista or San Diego as applicable to that Party; (ii) claims otherwise fully covered by the separate indemnity provided by Section 7.2 of this Agreement; (iii) claims otherwise fully covered by the separate indemnity provided by Section 7.3 of this Agreement; (iv) a Chula Vista or San Diego's breach of this Agreement; or (v) a challenge initiated or jointed in by Chula Vista or San Diego regarding the approval of or issuance of permits for the Project. Tri Pointe Homes shall defend with separate counsel mutually acceptable to the Parties, at its expense, including attorneys' fees, Chula Vista and San Diego, their officers, agents, employees, subcontractors and independent contractors in any legal or equitable action based upon such alleged acts or omissions, save and except liability or claims arising through: (i) the judicially determined instances, if any, of gross negligence or willful misconduct of Chula Vista and San Diego, as applicable to that Party; (ii) claims otherwise fully covered by the separate indemnity provided by Section 7.2 of this Agreement; (iii) claims otherwise fully covered by the separate indemnity provided by Section 7.3 of this Agreement; (iv) a Chula Vista and San Diego material and uncured breach of this Agreement; or (v) a challenge initiated or joined in by Chula Vista and San Diego regarding the approval of or issuance of permits for the Project.

**7.5 Tolling.** The Parties agree to the tolling of all applicable limitation periods with respect to any claims or causes of action that could have been filed or asserted by Chula Vista and San Diego in connection with the discretionary approvals of the Project Entitlements. Such claims or causes of action include, without limitation, all legal or equitable challenge that San Diego could have filed or asserted in connection with Chula Vista's approval. Whether or not the applicable statute of limitations is longer or shorter, the Parties agree that all such claims shall be filed within thirty (30) days of the later of LAFCO's decision to deny the Reorganization or denial of a hearing to reconsider a denial of the Reorganization. The Parties agree that the term of the tolling period provided in this Section 7.5 may be extended by mutual written consent through an amendment, in the discretion of the parties, to the Annexation Agreement Operating Memorandum.

The Parties agree that this Agreement does not revive or expand any related claims which were time-barred or otherwise not available prior to the date of the discretionary approvals of the

Project Entitlements. The Parties do not intend this provision to toll applicable statutes of limitations for any person or entity not signatories to this Agreement.

## ARTICLE 8

### USE, DENSITY/INTENSITY, HEIGHT, TERM AND TERMINATION

8.1 **Permitted Uses.** The permitted uses of the Project Property shall be all the permitted uses allowed pursuant to the Project Entitlements and any applicable zoning, which are hereby incorporated by reference.

8.2 **Density/Intensity.** The permitted density or intensity of use shall be the density and intensity allowed pursuant to the Project Entitlements and any applicable zoning, which are hereby incorporated by reference.

8.3 **Maximum Height.** The maximum height and size of the proposed buildings shall be the maximum height and size allowed pursuant to the Project Entitlements and any applicable zoning, which are hereby incorporated by reference.

8.4 **Dedication of Land.** The reservation or dedication of land shall be those portions of the Project identified in the Project Entitlements as dedicated or reserved for public purposes, which are hereby incorporated by reference.

8.5 **General Site Plan.** The general site plan showing the arrangement of uses and circulation is the same as those identified in Exhibit A to Tentative Map No. PCS21-0001 on file at the City of Chula Vista, and is hereby incorporated by reference.

#### 8.6 **Annexation Agreement Term.**

8.6.1 **Term Duration.** The Term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for ten (10) years thereafter or until Project Build-Out, whichever occurs first (“Expiration”), unless terminated earlier as provided below in Section 8.6.2 (“Early Termination”).

8.6.2 **Early Termination.** If LAFCO decides to deny the Reorganization and denies a hearing to reconsider a denial of the Reorganization, then this Agreement shall terminate thirty (30) days after LAFCO’s decision unless Tri Pointe Homes, the Mayor of San Diego, City Manager of Chula Vista, in its discretion, or their respective designees execute an Annexation Agreement Operating Memorandum extending the term of this Agreement.

8.6.3 **Effects of Early Termination; Survival.** Upon Early Termination of this Agreement, no Party shall have further rights or obligations under this Agreement, except those rights and obligations provided in Article 7 of this Agreement, all of which survive Early Termination. In addition, the Parties shall execute and record in the Official Records of the County of San Diego Recorder’s Office a document confirming termination of this Agreement and removing this Agreement as an exception to title to the Project Property.



8.6.4 **Effects of Expiration; Survival.** Upon Expiration of the Agreement, no Party shall have further rights or obligations under this Agreement, except those rights and obligations provided in Article 7, Section 4.3, and Section 5.5. San Diego and Chula Vista shall bear the general obligation of municipalities or special districts to provide services to residents within their jurisdictional boundaries and in accordance with LAFCO terms and conditions.

8.6.5 **Termination of Agreement With Respect to Individual Lots Upon Sale to Public.** Notwithstanding any other provision herein, the Agreement shall terminate, without the execution or recordation of any further document, but with written notice from Tri Pointe Homes to the Parties, with respect to any lot which meets the following conditions:

8.6.5.1 A lot has been finally subdivided; and

8.6.5.2 A lot has been individually (and not in “bulk”) transferred, sold or leased to a member of the public or other ultimate user.

## ARTICLE 9

### GENERAL PROVISIONS

9.1 **Relationship of Parties.** This Agreement is one of independent contractors and does not create an agency relationship between the Parties.

9.2 **Project as Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and that Chula Vista, San Diego and the District do not have an interest in or responsibilities for or duty to third parties concerning the Project. The Parties make no guarantees regarding Project Build-Out or the profits related thereto. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Parties joint venturers or partners.

9.3 **No Third-Party Beneficiaries.** The Parties expressly acknowledge and agree that they do not intend, by their execution of this Agreement, to benefit any person or entities not signatory to this Agreement. No person or entity not a signatory to this Agreement will have any rights or causes of action against the Parties, or any combination thereof, arising out of or due to the Parties’ entry into this Agreement.

9.4 **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the provisions of California law, without regard to conflicts of laws provisions.

9.5 **Notice.** Unless otherwise permitted by this Agreement, all notices to be given shall be in writing and may be made by personal delivery, certified mail, postage prepaid and return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Receipt will be as follows: notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated on receipt or rejection.

**If to Chula Vista:**

City of Chula Vista  
276 Fourth Avenue  
Chula Vista, California 91910  
Attn: City Manager

**With a Copy to:**

Office of the City Attorney  
City of Chula Vista  
276 4<sup>th</sup> Avenue  
Chula Vista, California 91910  
Attn: City Attorney

**If to City of San Diego:**

Development Services Department  
City of San Diego  
1222 1st Avenue  
San Diego, California 92101  
Attn: Elyse Lowe, Director

**With a Copy to:**

Planning Department  
City of San Diego  
202 C Street, M.S. 413  
San Diego, California 92101  
Attn: Tait Galloway, Deputy Director – Community Planning & Housing

**With a Copy to:**

Office of the City Attorney  
City of San Diego  
1200 Third Avenue, Suite 1620  
San Diego, California 92101  
Attn: Corrine Neuffer, Esq.

**If to Tri Pointe Homes:**

13520 Evening Creek Drive North, Suite 300  
San Diego, California 92128  
Attn: Mike Taylor

**With a Copy to:**

Sheppard Mullin Richter & Hampton, LLP  
501 West Broadway, 19th Floor  
San Diego, California 92101  
Attn: Whitney Hodges, Esq.

9.6 **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original.

9.7 **Entire Agreement.** This Agreement and the aforementioned MOU, incorporated herein by reference, contain the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied.

9.8 **Cooperation/Further Assurances/Further Acts.** Each Party: (a) shall deal fairly and in good faith with the other Party; (b) shall not impede the other Party's right to receive the benefits of this Agreement; (c) shall cooperate with and provide reasonable assistance to the other Party in the performance of this Agreement; and (d) shall execute such additional documents and to take such further actions as are reasonably necessary to accomplish the objectives and intent of this Agreement.

9.9 **Waiver.** The failure of any Party to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or any Party's waiver of any breach hereunder, unless in writing, shall not relieve any other Party of any of obligations hereunder, whether of the same or similar type. The foregoing shall be true whether the waiving Party's actions are intentional or unintentional.

9.10 **Authorization to Execute.** The signatories to this Agreement warrant that they have been lawfully authorized by their respective Parties to execute this Agreement on their behalf. Upon request, Tri Pointe Homes shall deliver to Chula Vista or San Diego copies of all applicable bylaws, resolutions or other documents evidencing the signatories' legal authority to execute this Agreement on behalf of the respective Parties.

9.11 **Binding On Heirs, Successors and Assigns; Covenant Running with the Property.** The benefits and obligations described herein will inure to the benefit of and be binding upon Tri Pointe Homes and any assignee or successor in interest to the Annexation Property; Chula Vista and its respective heirs, successors, grantees, transferees and permissible assigns; San Diego and its respective heirs, successors, grantees, transferees and permissible assigns. It is intended to be and shall be a covenant running with the Property.

9.12 **Recordation.** San Diego shall cause this Agreement or notice of this Agreement to be recorded with the County of San Diego Recorder's Office within ten (10) days of San Diego's receipt of the last signature required by this Agreement.

9.13 **Severability.** If any provision or clause of this Agreement or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are declared to be severable.

9.14 **Prohibition Against Assignment.** Tri Pointe Homes may not assign this Agreement or any interest in it without the prior written consent of Chula Vista and San Diego. Chula Vista and San Diego shall only withhold consent upon finding or determination that the proposed assignee is unwilling or unable to assume typical applicable conditions or commitments, financial and otherwise, related to the Project Entitlements, and/or financial obligations of performance bonds, including bonds required by the "Contract to Make, Install and Complete Water and/or Sewer Facilities" (or other substantially similar form) whether presently existing or subsequently issued, related to the construction of the Project. Upon assignment in accordance with this Section 9.14, Tri Pointe Homes shall be released of all liability and obligations related to the Project.

9.15 **Operating Memorandum.** The Parties acknowledge that the provisions of this Agreement require a close degree of cooperation between Chula Vista, San Diego and Tri Pointe homes, and that the refinements and further development of the Project hereunder may demonstrate that changes are appropriate with respect to the details of performance of the Parties hereunder. The Parties desire, therefore, to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. If the Parties find that such changes or adjustments are necessary or appropriate from time to time during the term of this Agreement, then the Parties shall effectuate such changes or adjustments through an "Annexation Agreement Operating Memorandum" 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 Parties. No such Annexation Agreement Operating Memorandum shall require prior notice of hearing, or constitute an amendment to this Agreement; and approval of this Agreement authorizes the Mayor of San Diego, Chula Vista City Manager, or their respective designees to enter into an Annexation Agreement Operating Memorandum. Failure of the Parties to enter into any Annexation Agreement Operating Memoranda shall not affect or abrogate any of the rights, duties or obligations of the Parties hereunder or the provisions of this Agreement.

9.16 **Reservation of Discretion.** Nothing in this Agreement shall be interpreted as requiring the exercise of Chula Vista's or San Diego's police powers, independent judgment, or discretion in any particular manner.

9.17 **Force Majeure.** A Party shall not be deemed to be in default under this Agreement if the Party is prevented from performing an action or obligation due to causes beyond its reasonable control, such as labor unrest, epidemic, walkouts, riots, casualties, litigation, weather, war or acts of God.

9.18 **Construction/Interpretation.** This Agreement has been reviewed and revised by legal counsel for each Party, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

9.19 **Recitals and Exhibits.** All recitals and exhibits are incorporated into this Agreement by this reference. The following Exhibits are attached to this Agreement and incorporated herein:

- Exhibit A: Project Property
- Exhibit B: Annexation Application Schedule
- Exhibit C: Resolution of Application for the Reorganization
- Exhibit D: Application for Reorganization
- Exhibit E: Plan for Providing Services
- Exhibit F: Fiscal Impact Analysis
- Exhibit G: Distribution of Revenue and Other Items

**[Signatures on following page]**

**CITY OF SAN DIEGO,  
a California municipal corporation**

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
Clerk of San Diego  
City of San Diego

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
San Diego City Attorney

**CITY OF CHULA VISTA,  
a California municipal corporation**

By: \_\_\_\_\_  
City Manager

Attest:

By: \_\_\_\_\_  
Clerk of the  
City of Chula Vista

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marco Verdugo, City Attorney

**TRI POINTE HOMES, IE-SD, INC.,  
a California corporation**

By: \_\_\_\_\_  
Mike Taylor  
Division President

**EXHIBIT A**  
**Project Property**

**EXHIBIT A**  
**PROJECT PROPERTY**

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG THE SOUTH LINE THEREOF SOUTH 89°42'04" WEST, 1069.30 FEET TO THE EASTERLY LINE OF FREEWAY DESCRIBED IN FINAL ORDER OF CONDEMNATION RECORDED JULY 22, 1968 AS FILE NO. 123488 OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE NORTH 3°47'10" EAST, 918.10 FEET; THENCE NORTH 80°52'26" EAST, 1030.62 FEET TO THE EAST LINE OF SAID SECTION; THENCE ALONG SAID EAST LINE SOUTH 0°28'33" WEST, 1074.02 FEET TO THE POINT OF BEGINNING.



**EXHIBIT B**  
**Annexation Application Schedule**

**Exhibit B: Nakano Annexation Application Overview**

| <b>Milestone</b>  | <b>Sequence</b>   | <b>Entity</b>   |
|---|---|---|
| Resolution of Support for Reorganization  | Approved as part of Chula Vista City Council Actions  | City of Chula Vista   |
| Resolution of Application for Reorganization  | Approved as part of San Diego City Council Actions  | City of San Diego   |
| Reorganization Application (preparation in process)   | In process, completed application form and all required final components to be compiled 30 Days from San Diego City Council Hearing for submission to LAFCO | City of San Diego   |
| Copy of City resolution approving pre-zoning and general plan land-use designations (application component)   | Approved as part of San Diego City Council Actions  | City of San Diego   |
| Plan for Providing Services (application component)   | Approved as part of San Diego City Council Actions  | City of San Diego   |
| Completed campaign contribution disclosure form and evaluation checklist for disclosure of political expenditures (pages 7 and 8 of application)  | Completed as part of LAFCO application, by or before, 30 Days from San Diego City Council Hearing for submission to LAFCO                                   | City of San Diego   |
| Property-owner consent form for inclusion of property (page 9 of LAFCO application)   | Completed as part of LAFCO application, by or before, 30 Days from San Diego City Council Hearing for submission to LAFCO                                   | Tri Pointe Homes  |
| Completed subject agency supplemental information form from each subject agency that will gain or lose territory as a result of the proposed jurisdictional boundary change (pages 10-12 of LAFCO application)  | Completed as part of LAFCO application, by or before, 30 Days from San Diego City Council Hearing for submission to LAFCO                                   | City of San Diego<br>City of Chula Vista<br>Otay Water District |
| LAFCO and gives notice to each affected local agency, the county committee on school district organization, and each school superintendent whose school district overlies the affected territory and gives notice to the county assessor and county auditor | After receiving the application   | LAFCO   |
| LAFCO Executive Officer determines whether the application is complete  | Within 30 days of receipt of application  | LAFCO   |

|  |   |       |
|--|---|-------|
| If application is complete, the Executive Officer issues certificate of filing   | No sooner than 20 days after the issuance of mailed notice  | LAFCO |
| LAFCO sets a Commission hearing date for the application   | Date of the hearing must be within 90 days after issuance of certificate of filing.   | LAFCO |
| LAFCO provides notice of hearing to affected agencies by first class mail  | At least 21 days prior to hearing   | LAFCO |
| LAFCO Executive Officer issues report  | At least 5 days prior to hearing  | LAFCO |
| LAFCO hearing on the application   | Date of the hearing must be within 90 days after issuance of certificate of filing  | LAFCO |
| Waiver of Protest Hearing  | At or immediately following hearing   | LAFCO |
| Commission adopts a resolution making determinations approving, approving with conditions, or disapproving the application | Within 35 days after the hearing  | LAFCO |
| Certificate of Completion of Reorganization  | Following the satisfaction of any conditions of approval required to be completed prior to the filing of the certificate of completion  | LAFCO |
| Recordation of Certificate of Completion with County Recorder's Office   | Following issuance of Certificate of Completion. The date of recordation of the Certificate of Completion serves as the effective date  | LAFCO |
| Filing with State Board of Equalization  | Following issuance and recordation of Certificate of Completion   | LAFCO |
| Effective Date   | Upon the date of recordation of the Certificate of Completion with the Recorder's Office of the County of San Diego, which the Parties desire to occur as soon after LAFCO Approval of the Reorganization as is reasonably possible | LAFCO |

**Exhibit B: Nakano Annexation Application Schedule**

| <b>Milestone</b>  | <b>Deadline</b>   | <b>Responsible Entity</b>   |
|---|---|---|
| Landowner Consent Form  | 30 days from Effective Date   | Tri Pointe Homes  |
| Resolution of Application of Reorganization   | 30 days from Effective Date   | San Diego   |
| Resolution of Support of Application  | 10 days from Effective Date   | Chula Vista   |
| Application of Reorganization   | 30 days from approval of Resolution of Application of Reorg   | San Diego   |
| Plan for Providing Services   | 30 days from approval of Resolution of Application of Reorg   | San Diego   |
| Notice of LAFCO Hearing   | 21 days prior to hearing date   | LAFCO   |
| Hearing   | As soon as reasonably possible  | LAFCO   |
| Waiver of Protest Hearing   | At or immediately following hearing   | LAFCO<br>(Requires 100% landowner consent and concurrence from affected agencies) |
| Certificate of Completion of Reorganization<br>(Requires recordation with County Recorder's Office and filing with State Board of Equalization) | As soon as reasonably possible  | Issuance – LAFCO<br>Recordation – San Diego                                       |
| Effective Date  | Upon the date of recordation of the Certificate of Completion with the Recorder's Office of the County of San Diego, which the Parties desire to occur as soon after LAFCO Approval of the Reorganization as is reasonably possible | LAFCO   |

**EXHIBIT C**  
**Resolution of Application for the Reorganization**  
**[Attached behind this page]**

**EXHIBIT C**

RESOLUTION NUMBER \_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

RESOLUTION OF APPLICATION BY THE CITY COUNCIL OF THE CITY OF SAN DIEGO REQUESTING THE LOCAL AGENCY FORMATION COMMISSION OF THE COUNTY OF SAN DIEGO INITIATE PROCEEDINGS THE DETACHMENT OF THE PROPOSED NAKANO RESIDENTIAL DEVELOPMENT PROJECT (PROJECT NO. \_\_\_\_\_) FROM THE CITY OF CHULA VISTA AND OTAY WATER DISTRICT SPHERE OF INFLUENCE AND FOR THE ANNEXATION OF THE PROJECT SITE INTO THE JURISDICTIONAL BOUNDARIES OF THE CITY OF SAN DIEGO

WHEREAS, Tri Pointe Homes IE-SD, Inc, Owner/Permittee, (Tri Pointe Homes) filed an application to obtain approvals from the City of Chula Vista for a residential development known as the Nakano project, located in proximity to Dennery Road and Ocean View Parkway, abutting the City of San Diego, and as further described in Exhibit A attached hereto; and

WHEREAS, the Nakano project proposes the development of a multifamily residential project, with up to 221 units, including 22 affordable units, private open space amenity areas, and connecting trails to the Otay Valley Regional Park; and

WHEREAS, the City of Chula Vista proposes to detach the project site from the City of Chula Vista's territory and Otay Water District service district sphere of influence, and annex it into the City of San Diego's territory; and

WHEREAS, representatives of the City of San Diego, City of Chula Vista and Tri Pointe Homes have negotiated an agreement, for the independent review and approval of public agency decision-makers, identifying the rights and duties of said parties that would

facilitate orderly development of the Nakano project described herein (Annexation Agreement); and

WHEREAS, the Annexation Agreement outlines the process to detach approximately 23.8 acres of the Nakano project site from the City of Chula Vista and Otay Water District, and annex the property into the jurisdictional boundaries of the City of San Diego;

WHEREAS, on \_\_\_\_\_, the City Council of the City of Chula Vista, as Lead Agency under the California Environmental Quality Act (Pub. Res. §§ 21000 *et seq.*) (CEQA), certified Environmental Impact Report (Project No. \_\_\_\_\_/SCH 2022060260) (EIR) that was prepared in accordance with CEQA and the CEQA Guidelines (14 C.C.R. §§ 15000 *et seq.*), adopted CEQA Findings and a Statement of Overriding Considerations, and adopted a Mitigation Monitoring and Reporting Program; and

WHEREAS, the City of Chula Vista is, or will be, considering a Resolution of Support for the Application Requesting the Local Agency Formation Commission to Take Proceedings for the Nakano Development Project Reorganization; and

WHEREAS, through this resolution, the City of San Diego desires to: (i) detach the Nakano project site, the boundaries of which are described in Exhibit A attached hereto, from the City of Chula Vista and Otay Water District; and (ii) annex said Nakano project site into the jurisdictional boundaries of the City of San Diego (the Reorganization);

WHEREAS, on \_\_\_\_\_, the Planning Commission of the City of San Diego considered Tri Pointe Homes's request for a resolution for the Application

Requesting The Local Agency Formation Commission Of The County Of San Diego Initiate Proceedings The Detachment Of The Proposed Nakano Residential Development Project (Project No. \_\_\_\_\_) From The City Of Chula Vista And Otay Water District Sphere of Influence And For The Annexation Of The Project Site Into The Jurisdictional Boundaries Of The City Of San Diego and recommended approval; and

WHEREAS, the plan for providing services prepared in accordance with the requirement of Government Code section 56653 is attached hereto as Exhibit B (Plan for Services) and as further explained in Section \_\_\_\_ of the Resolution; and

WHEREAS, the Local Agency Formation Commission of the County of San Diego (LAFCO), is the state-mandated regulatory agency established by the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000 (Govt. Code §§ 56000 *et seq.*) (Act) to review and approve proposed jurisdictional boundary changes, including annexations and detachments of certain real property to and/or from cities and special districts principally to discourage urban sprawl and to encourage the orderly and efficient provision of services; and

WHEREAS, the Reorganization is consistent with the legislative intent of the Act in that it will provide for orderly development of the Nakano project site and for more efficient services to the future inhabitants of the Nakano project site through the City of San Diego as shown in the Plan for Services; and

WHEREAS, Government Code section 56375(a)(7) provides that LAFCO require, as a condition to annexation, that a city prezone the area to be annexed, or, alternatively, to present evidence satisfactory to LAFCO that the existing development entitlements related to the area are vested and consistent with the city's General Plan; and



WHEREAS, this Resolution and the Annexation Agreement provide evidence that the Project entitlements are vested and consistent with the City of San Diego's General Plan in accordance with the terms of the Annexation Agreement; and

WHEREAS, through the Annexation Agreement, the City of San Diego agrees to provide full faith and credit to the vested rights of Tri Pointe upon the same terms and conditions as the City of Chula Vista; and

WHEREAS, the Nakano property site subject to the Reorganization is uninhabited,

NOW THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the recitals above are hereby incorporated by reference.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, this proposal is made, and it is requested that proceedings be taken, pursuant to the Act.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, this proposal is a reorganization and consists of the following changes of organization: (list all boundary changes here). A map of the affected territory is set forth in Exhibit A, attached hereto and by reference incorporated herein.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, this application, Resolution and Annexation Agreement are intended to comply with the requirements of Government Code section 56375(a)(7) as recited above.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, the proposal is not consistent with the Sphere of Influence of the City of San Diego.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, consent is hereby given to the waiver of conducting authority proceedings.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it finds approval of this resolution to be consistent with the applicable land use plans because this Nakano project site is adjacent to the City of San Diego's Ocean View Hills development, is easily accessible for purposes of the provision of services and utilities and, therefore, would be served by City of San Diego services and utilities regardless of annexation.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, after considering the evidence presented in the public hearing, that the City of San Diego hereby requests LAFCO to initiate proceedings for the Reorganization as supported by the following findings and on the terms and conditions below. Capitalized terms not otherwise defined in this Resolution shall have the meaning given to them in the Annexation Agreement.

1. Effective Date of Reorganization. In accordance with Government Code section 57202(a), the effective date of the Reorganization shall be upon the date of recordation of the Certificate of Completion with the Recorder's Office of the County of San Diego, which the Parties desire to occur as soon after LAFCO Approval of the Reorganization as is reasonably possible ("Reorganization Effective Date").

2. Processing of and Services to the Nakano Development Project Before and After the Reorganization Effective Date.

- a. *Role of the City of San Diego.* Prior to Reorganization, the City of San Diego shall process any and all approvals necessary or related to the Reorganization, including, but not limited to, the San Diego Project Entitlements (as defined in the Annexation Agreement). The City San Diego shall also take such actions that it would otherwise take regarding the Project after the Reorganization, including issuance of Certificates of Occupancy and recordation of a final map. The City of San Diego shall provide necessary municipal services to the Project Property after the Reorganization.
- b. *Role of the City of Chula Vista.* Prior to the Reorganization, the City of Chula Vista shall process, permit and inspect the Project in accordance with the Chula Vista Project Entitlements (as defined in the Annexation Agreement), and take such actions that it would otherwise take regarding the Project during and until the Reorganization.
- c. *Tri Pointe Homes's Obligation; Property Maintenance.* Tri Pointe Homes shall make reasonable efforts to process the Chula Vista Project Entitlements (as defined in the Annexation Agreement) with the City of Chula Vista to completion. Tri Pointe Homes shall make reasonable efforts to process the San Diego Project Entitlements (as defined in the Annexation Agreement) with the City of San Diego to completion. At all times, Tri Pointe Homes shall maintain the Project Property in good

condition and in compliance with reasonable maintenance standards sufficient to keep the Project Property free from fire hazards, visible defects, deterioration, dirt and debris.

3. Distribution of Processing Fees, Mitigation Fees, Credits, Open Space and Other Revenue from the Project and the Project Property.

- a. *General Intent of the Parties.* The Parties intend that the Party that provides a particular service to the Project or the Project Property, or that will bear the impact for which a fee is imposed, should receive the fees or revenue associated with that service or impact. The Parties desire that this general intent guide the resolution of any future disputes about which Party should receive a fee or revenue associated with the Project on the Project Property, unless otherwise expressly provided in Section 3(g) of this Resolution. It is also the intent of the Parties to comply with Government Code sections 66000 - 66025 and not to duplicate fees charged to Tri Pointe Homes.
- b. *Annexation Agreement/Revenue Sharing Agreement.* The Parties intend the Annexation Agreement to fulfill LAFCO requirements for a Revenue Sharing Agreement among the Parties. To the extent not already addressed in the Annexation Agreement, any further LAFCO-required revenue sharing shall be governed by the Tax Sharing Agreement, as mutually agreed upon by the City of Chula Vista and the City of San Diego, allocating the municipal share of property taxes and fee related revenue.

The City of San Diego shall submit any further LAFCO-required revenue sharing agreement to LAFCO in accordance with legal requirements.

- c. *Fiscal Impact Analysis.* The Parties have caused the preparation of a Fiscal Impact Analysis, attached to the Annexation Agreement as Exhibit F, which identifies both the current and anticipated taxes, fees, assessments and other revenue associated with the Project and the Project Property and the anticipated costs for the provision of various municipal services to the Project and the Project Property. The Parties intend to use the Fiscal Impact Analysis as a guide to help the Parties to: (a) properly allocate the revenue from the Project or Project Property to the Party that provides the service or bears the impact for which the revenue is provided, in accordance with the general intent of Section 3(a) of this Resolution; (b) to assist in the calculation of the annual operating deficiency, if any; (c) to avoid duplication of fees; and (d) to help satisfy any LAFCO-related information requirements.
- d. *Distribution of Revenue and Other Items.* The Parties have attempted to identify the known taxes, fees, assessments, credits, dedications and other revenue generated from the Project or the Project Property in Exhibit G of the Annexation Agreement, and for each such item, the Parties have designated the Party entitled to receive the item.
- e. *Payment of Fees by Tri Pointe Homes.* Prior to the issuance by the City of Chula Vista and/or the City of San Diego of any permits for the Project, Tri Pointe Homes must pay the fees, assessments or other amount related

to the permits and required to be paid to the Party entitled to receive the fee, assessment or payment in accordance with applicable conditions of approval, regulations and agreements. If the payment is due to the City of San Diego, Tri Pointe Homes shall make such payment directly to the City of San Diego. If the payment is due to the City of Chula Vista, Tri Pointe Homes must make the payment directly to the City of Chula Vista. Tri Pointe Homes agrees to use reasonable efforts to ensure that all required fees are paid to the Party designated to receive such payment prior to permit issuance. If a permit is issued prior to the payment of all required fees, Tri Pointe Homes is still obligated to pay the required fee to the designated Party.

- f. *Payment of Local Share of Property Taxes.* Tri Pointe Homes or other landowners within the Project Property shall satisfy their duty to pay tax revenue to the Parties identified in Exhibit G to the Annexation Agreement through payment of applicable property taxes to the County of San Diego Assessor's Office through the Assessor's Office's proscribed means. If the City of San Diego receives the local government share of property taxes for the Project Property after the Reorganization Effective Date, then the City San Diego shall transfer such property taxes to the Parties identified in Exhibit G of the Annexation Agreement in accordance with the percentage of time during the annual assessment period that services were required to be provided by such Parties pursuant to the Annexation Agreement.

- g. *Undesignated Government Revenue.* In the event that government revenue is generated from the Project or the Project Property that are not identified, in whole or in part, in the Annexation Agreement, such revenue shall be distributed in a manner consistent with the Tax Sharing Agreement, as mutually agreed upon by the City of Chula Vista and the City of San Diego, and the general intent expressed in Section 3(a) above.
- h. *Municipal Services Cost Neutrality.* The provision of municipal services to the Project or Project Property is intended be on a cost neutral basis to the City of San Diego. The Parties agree such cost neutrality is satisfied because they have caused the preparation of a Fiscal Impact Report that concludes that the City of San Diego's cost of services will be equal to or less than the revenue the City of San Diego anticipates it will receive from the Project. Accordingly, the Parties shall implement the requirements of the Annexation Agreement.
- i. *Housing Credits and Inclusionary Affordable Housing Fees.* San Diego shall be entitled to receive credit towards its share of the regional housing needs allocation for the number of qualifying units, if any, in the Project. In addition, San Diego shall be entitled to receive any and all inclusionary housing fees associated with the Project as may be established by the Project Entitlements (as defined in the Annexation Agreement) or the jurisdiction's rules and regulations. The anticipated amount based on the current fee and estimated square footage of the homes is identified in Exhibit G of the Annexation Agreement. For the avoidance of doubt,

Chula Vista shall not collect inclusionary housing fees or condition Tri Pointe Homes to construct affordable housing units on-site or off-site.

4. Provision of Municipal Services to the Project Property.

- a. *Water and Sewer.* Upon the Reorganization Effective Date, the City of San Diego shall provide water and sewer services to the Project Property. Tri Pointe Homes shall construct or cause the construction of all on-site public improvements and off-site public improvements necessary to connect to the City of San Diego's water and sewer services as required by the Project Entitlements and the City of San Diego's standards and approved material requirements adopted by the City of San Diego, City of San Diego's rules and regulations, and the Contract to Make, Install and Complete Water and/or Sewer Facilities, to be entered into by Tri Pointe Homes and the City of San Diego prior to commencement of construction, all of which are incorporated by reference. All water and sewer facilities shall be inspected and tested in accordance with the standards adopted by the City of San Diego. Tri Pointe Homes shall pay sewer and water capacity fees and other applicable fees, to the City of San Diego in accordance and compliance with fee schedules in effect at the time of payment by Tri Pointe Homes to the City of San Diego, as identified in Exhibit G of the attached Annexation Agreement. The City of San Diego shall recover all of its other expenses not associated with the sewer and water capacity fee through monthly water and sewer rates charged to users in accordance with rules and regulations applicable to the City of San



Diego. Upon the Reorganization Effective Date, the City of San Diego shall provide water and sewer services to the Project Property at the same level of service and upon the same terms and conditions as provided to other properties within the City of San Diego's service area and assess such users monthly water and sewer rates in accordance the rules and regulations applicable to the City of San Diego.

- b. *Fire & Life Safety*. Upon the Reorganization Effective Date, the City of San Diego shall provide or cause to be provided primary fire and life safety services to the Project Property and the City of Chula Vista shall provide or cause to be provided supplemental fire and life safety services pursuant to the terms of the any applicable automatic and mutual aid agreement(s), as currently existing or as may be amended, between the City of San Diego and the City of Chula Vista (“Mutual Aid Agreement”). The City of San Diego shall provide law enforcement services to the Project Property at the same level of service and upon the same terms and conditions as provided other areas of the City of San Diego.
- c. *Law Enforcement Services*. Upon the Reorganization Effective Date, the City of San Diego shall provide or cause to be provided primary law enforcement services to the Project Property. The City of San Diego shall provide law enforcement services to the Project Property at the same level of service and upon the same terms and conditions as provided other areas of the City of San Diego.

- d. *Other Municipal Services.* Upon the Reorganization Effective Date, the City of San Diego shall provide or cause to be provided such other municipal services to the Project Property, other than the processing of the Chula Vista Project Entitlements (as defined by the Annexation Agreement) to be provided by the City of Chula Vista under the Annexation Agreement, as are typically provided to residential developments in the City of San Diego.
5. Full Faith and Credit Given to Right to Develop the Project in Accordance with the Project Entitlements.
  - a. *Full Faith and Credit of Development Rights.* The Parties agree that Tri Pointe Homes shall have the right to develop the Project in accordance with the Project Entitlements, and the City of San Diego agrees to give full faith and credit to the Project Entitlements on the terms and conditions as issued by the City of Chula Vista. To the extent the Project Entitlements provide Tri Pointe Homes with vested rights to develop the Project in accordance with the Project Entitlements, the City of San Diego agrees to give full faith and credit to those vested rights on the same terms and conditions as the City of Chula Vista. The full faith and credit created by the Annexation Agreement is not intended to either expand or contract Tri Pointe Homes's right to develop the Project in accordance with the Project Entitlements. The full faith and credit created herein is intended to provide Tri Pointe Homes with the assurance that the City of San Diego will honor

Tri Pointe Homes's vested development rights in the same manner and under the same conditions as San Diego.

- b. *Post-Project Entitlements Approval Actions by Tri Pointe Homes.* After the City of Chula Vista's approval of the discretionary Project Entitlements, but before the Reorganization Effective Date, and with payment of processing fees, Tri Pointe Homes may process and complete all requirements necessary for a final map and process the applications for the ministerial Project Entitlements.
- c. *Development of Project Property after Full Project Build-Out.* Any development of the Project Property occurring after full Project Build-out that is not governed by the Project Entitlements shall conform to the then existing requirements of the City of San Diego. The City of San Diego shall treat any existing development that occurred in accordance with the Project Entitlements as legal non-conforming, except to the extent that compliance with the City of San Diego requirements would not unreasonably interfere with such existing development and would be consistent with the requirements imposed by the City of San Diego on existing development outside the Project Property.
- i. **The City of San Diego: Reserved Authority; Changes in Federal or State Law.** The City of San Diego shall retain the same rights as possessed by the City of Chula Vista to apply land use or building requirements that may conflict with the Project Entitlements in the same manner and on the same conditions as the City of Chula Vista,

including: (a) the reasonable determination that compliance with the Project Entitlements would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health or safety; or (b) as necessary to comply with state or federal law or mandates. The action chosen to implement this reserved authority shall be of the minimum scope, effect, and duration necessary to accommodate the health and safety issue or higher law.

6. Additional Terms and Conditions.

- a. *Agreed to by Parties.* The Parties may agree to include additional terms and conditions as part of the Application for Reorganization to be submitted by the City of San Diego to LAFCO during the LAFCO process through an Annexation Agreement Operating Memorandum.
- b. *Imposed by LAFCO.* The Parties acknowledge that LAFCO may impose additional terms and conditions on the Reorganization beyond those set forth in this Resolution. The Parties shall reasonably consider such terms and conditions and support them unless any such LAFCO imposed term or condition is in fundamental conflict with the terms and conditions of this Resolution.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, the initiation of proceedings for the Reorganization is an action contemplated and analyzed in the EIR for the Project in compliance with CEQA. The EIR analyzes the environmental impacts that would result from the Project. The analysis discusses the potential impacts to Land Use, Landform Alteration/Visual Quality/Neighborhood Character, Air

Quality/Odor, Biological resources, Historical resources, Human Health/Public Safety/Hazardous materials, Hydrology/Water Quality, Geology and Soils, Greenhouse Gases, Noise, Paleontological Resources, Transportation/Circulation, Public Facilities and Services, Public Utilities, and Energy Use/Conservation. The analysis concludes that the Project would result in significant, but mitigable direct impacts associated with:

1) Biological Resources; 2) Health & Safety/Hazardous Materials; 3) Historical Resources; 4) Tribal Cultural Resources; and 5) Hydrology and Water Quality.

Implementation of the Mitigation Monitoring and Reporting Program would reduce these environmental effects to below a level of significance. Findings of Fact and Statement of Overriding Considerations have been adopted by the City of Chula Vista as Lead Agency for the Project. Findings of Fact pertain to: 1) Findings Regarding Significant Impacts that can be Mitigated to below a Level of Significance; 2) Findings Regarding Mitigation Measures which are the Responsibility of Another Agency; 3) Findings Regarding Infeasible Mitigation Measures; 4) Findings Regarding Alternatives Considered and rejected; and 5) Findings Regarding Alternatives Considered in the EIR. The Statement of Overriding Considerations pertain to each of the following social, economic, and environmental benefits of the Project, independent of the other benefits, outweigh the potential significant unavoidable adverse impacts and render acceptable each and every one of these unavoidable adverse environmental impacts: 1) Land Use and Planning; 2) GHG; and 3) Transportation.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it finds through its review of the EIR and other materials in the Administrative Record, the Council evaluated: (a) the present and planned land uses for the project site; (b) the

present and the future need for urban services and facilities; (c) the fiscal impact of the reorganization; (d) whether the reorganization promotes an orderly and logical revision of the City's boundaries; (e) the ability of the City of San Diego, City of Chula Vista and the Otay Water District to provide urban level services; (f) whether the organization would induce residential growth; (g) whether the proposal would provide for affordable housing; (h) whether the proposal would provide for open space; (i) the effect of reorganization on social and economic interests; and (j) the level of support on the part of affected property owners and area residents.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it finds the level of support from the property owners and area residents in the mostly uninhabited area is adequate; and

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it finds the annexation contributes to the social and economic interests and benefits and propose an orderly and logical revision of the City of San Diego boundaries because it facilities that Nakano Project, which will provide affordable housing, and provides more efficient services to the project in exchange for applicable development fees and government revenues generated by construction and operation of the residential development.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that this Resolution of Application is hereby approved and adopted by the City of San Diego. The Local Agency Formation Commission of San Diego County is hereby requested to process the Reorganization in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 and in accordance with this Resolution. As a

Responsible Agency, pursuant to CEQA Guidelines section 15096, the Council of the city of San Diego has considered and approved the certified EIR, Findings of Fact and Statement of Overriding Considerations for the Project.

APPROVED: [INSERT NAME], City Attorney:

By: \_\_\_\_\_  
[INSERT NAME]  
Deputy City Attorney

**EXHIBIT D**  
**Application for Reorganization**

**[Attached behind this page]**



SAN DIEGO LOCAL AGENCY FORMATION COMMISSION  
**CHANGE OF ORGANIZATION OR REORGANIZATION APPLICATION**

The **following information must be submitted** when filing a change of organization or reorganization proposal with the San Diego Local Agency Formation Commission (LAFCO); additional information may be requested during review of the proposal.

- 1. **Completed CHANGE OF ORGANIZATION OR REORGANIZATION APPLICATION.**
- 2. (a) A **certified resolution of application** from an affected city or district; **or**  
(b) A **landowner or registered voter petition** making application to San Diego LAFCO (available from LAFCO or <http://www.sdlafco.org/forms/petition.pdf>).
- 3. A **metes-and-bounds legal description of the proposal territory perimeter** for the proposed boundary change(s), a **reproducible parcel/plat map**, and a **vicinity map**. For information about mapping requirements, refer to: [http://www.sdlafco.org/forms/legal\\_description.pdf](http://www.sdlafco.org/forms/legal_description.pdf), and contact the County Assessor's Mapping Division at 619/531-5588. The Thomas Brother's Guide may be used for the vicinity map.
- 4. **Environmental documentation** to comply with the California Environmental Quality Act (CEQA); submit documents for applicable category only:
  - (a) INITIAL STUDY: Submit completed form (available from LAFCO) if no environmental review has been conducted;
  - (b) CATEGORICAL EXEMPTION: Submit document if an agency has certified that the project qualifies for a categorical exemption from CEQA;
  - (c) NEGATIVE DECLARATION (ND): Submit document with certifying resolution and Initial Study\*;
  - (d) ENVIRONMENTAL IMPACT REPORT (EIR): Submit 15 copies of the Final EIR and certifying resolution, plus one copy of the EIR Appendix\*.

\* For an ND or EIR, a copy of the receipt for the fee paid to the California Department of Fish and Game must be submitted.
- 5. If annexation to a city is proposed, submit one copy of the **city resolution approving rezoning and general plan land-use designations** for the proposal territory.
- 6. **JURISDICTIONAL CONFLICTS:** If the response to question number 6 on page 3 is "Yes", complete and sign the Policy L-107 form at [http://www.sdlafco.org/forms/Legislative\\_Policy\\_L\\_107.pdf](http://www.sdlafco.org/forms/Legislative_Policy_L_107.pdf).
- 7. **Completed CAMPAIGN CONTRIBUTION DISCLOSURE FORM AND EVALUATION CHECKLIST for DISCLOSURE OF POLITICAL EXPENDITURES** (pages 7 and 8 of application).
- 8. **PROPERTY-OWNER CONSENT FORM FOR INCLUSION OF PROPERTY** (page 9 of application).
- 9. Completed **SUBJECT AGENCY SUPPLEMENTAL INFORMATION FORM** (pages 10-12 of application) from **each** subject agency.
- 10. **LAFCO processing fees.** The San Diego LAFCO FEE SCHEDULE is available at <http://www.sdlafco.org/document/feeschedule.pdf>, or contact LAFCO staff.

**SAN DIEGO LOCAL AGENCY FORMATION COMMISSION**  
**9335 Hazard Way · Suite 200 · San Diego, CA 92123**  
**(858) 614-7755 · [www.sdlafco.org](http://www.sdlafco.org)**

# CHANGE OF ORGANIZATION OR REORGANIZATION APPLICATION

The information in this application is used by LAFCO staff to evaluate proposals for changes of government organization. Please respond to **all** items in this form, indicating "NA" when an item does **not** apply.

| SUBJECT<br>AGENCY(IES)<br>(City or Special District) | PROPOSED CHANGE OF<br>ORGANIZATION/ACTION<br>(Annexation, detachment, sphere amendment, etc.) |
|--|---|
| 1. City of Chula Vista                               | 1. Detachment, sphere amendment   |
| 2. Otay Water District                               | 2. Detachment, sphere amendment   |
| 3. City of San Diego                                 | 3. Annexation, sphere amendment   |
| 4. _____   | 4. _____  |

As part of this application, the City of San Diego or the \_\_\_\_\_ District, \_\_\_\_\_ (the applicant), and/or the Tri Pointe Homes (real party in interest): subject landowner and/or registered voter agrees to defend, indemnify, hold harmless, and release the San Diego LAFCO, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any or all of them, the purpose of which is to attack, set aside, void, or annul San Diego LAFCO's review, approval or denial of this application or adoption of or refusal to adopt the environmental document which accompanies it or any other action San Diego LAFCO takes with respect to this application. This defense and indemnification obligation shall include, but not be limited to, attorneys' fees, expert witness fees and other costs of defense, damages, costs, and expenses, including attorney fees payable to another party. Applicant and/or real party in interest agree that San Diego LAFCO shall have the right to appoint its own counsel to defend it and conduct its own defense in the manner it deems in its best interest and that San Diego LAFCO's taking such action does not limit the obligations to indemnify and reimburse San Diego LAFCO's defense costs. This defense and indemnification obligation shall apply whether or not there is concurrent passive or active negligence on the part of the San Diego LAFCO, its agents, officers, attorneys, or employee. The person signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. San Diego LAFCO's acceptance of this application is sufficient to make this agreement a binding, bilateral contract between us.

I acknowledge that annexation to the city of San Diego or the \_\_\_\_\_ district may result in the imposition of taxes, fees and assessments **existing within the (city or district)** on the effective date of annexation. I hereby waive any rights I may have under Articles XIII C and XIII D of the State Constitution (Proposition 218) to a hearing, assessment ballot proceeding or an election on those **existing taxes, fees and assessments**.

Agreed:

Signature: \_\_\_\_\_ Date: 03/01/2024

Print/Type Name: Elyse Lowe

Address: City of San Diego Development Services

City Operations Building, 1222 First Avenue, San Diego, CA, 92101 Telephone: (619) 446-5423

Property Address: Located on the north side of Dennery Road between Regatta Lane and Golden Sky Way

Cross Street(s): Bound by I-805 (west), Otay River (north), Riveredge Apartments (east) Kaiser Permanente (south)

Assessor Parcel Number(s): 624-071-0200 Acres: 23.8

Indicate below if anyone, in addition to the person signing this application, is to receive notices of these proceedings.

Name: Mike Taylor, Division President, Tri Pointe Homes

Address: 13520 Evening Creek Drive North, Suite 300 San Diego , CA 92128

Telephone: (858)-794-2500

## A. PROPOSAL DESCRIPTION/JUSTIFICATION

1. Explain in detail why the proposal is necessary **at this time** (e.g., condition of an approved tentative map, an existing structure requires new services, etc.). \_\_\_\_\_

The Nakano Project does not have direct access to Chula Vista utilities, services, and facilities, and, will therefore need to be annexed into and served by San Diego.

2. Describe the use of **developed** property within the proposal territory, including details about existing structures. Describe anticipated development of **vacant** property, including types of buildings, number of units, supporting facilities, etc., and when development is scheduled to occur. \_\_\_\_\_

The site is currently vacant undeveloped land. Proposed development

would include 215 dwelling units (221 max) consisting of 61 detached condominiums, 84 duplexes, and 70 multi-family units.

Development would include roadway improvements to allow for ingress and egress, as well as several mini parks and trail connections to the Otay Valley Regional Park. Grading is intended to begin in mid- 2025 with first home closings in 2026.

3. Describe the topography and physical features of the proposal territory, as well as its general location in relation to communities, major freeways/highways, roads, etc. \_\_\_\_\_

Located on the northside of Dennerly Ranch Road between Regatta Lane and San Star Way to the east of the parcel is the River Edge Terrace apartments, to the south the Kaiser Permanente

Medical Center and to the southeast is Dennerly Road. The site is east of Interstate 805 and currently vacant undeveloped land.

The topography of the site is sloping from south to north with hillside slopes on the southern boundary.

4. How many residents live within the proposal territory? 0
5. How many of these residents are registered voters? N/A
6. Are there any jurisdictional issues associated with the LAFCO proposal or pending LAFCO action?

NO  YES (If yes, please complete the Policy L-107 form at [http://www.sdlafco.org/forms/Legislative\\_Policy\\_L\\_107.pdf](http://www.sdlafco.org/forms/Legislative_Policy_L_107.pdf))

## B. LAND USE INFORMATION

### GENERAL PLAN AND ZONING:

If the proposal territory is **not** within an incorporated city, San Diego County General Plan and zoning information may be obtained by calling (858) 565-5981 or toll-free (888) 267-8770 with the Assessor Parcel Number(s) of the subject property. If the proposal territory is within a city, please call the appropriate city's planning department for General Plan and zoning information.

1. COUNTY:

(a) The territory is within the NA community plan.

(b) The County General Plan or community plan designation and allowed density: NA

(c) Current County zoning and allowed density: NA

2. CITY:

(a) The territory is within the general plan area for the City of Chula Vista

(b) The City General Plan land use designation and allowed density: Project site designated  
as Specific Plan – Residential Medium to allow residential development at a density range of 6.1 to 11 dwelling units per acre

(c) Current City zoning and allowed density: Project site designated as Specific Plan – Residential Medium  
to allow residential development at a density range of 6.1 to 11 dwelling units per acre

(d) Current City rezoning and allowed density: Project site designated as Specific Plan – Residential Medium  
to allow residential development at a density range of 6.1 to 11 dwelling units per acre

3. Indicate below **all** permits or approvals that will be needed by the County or any city to complete the project. If already granted, please note the date of approval and attach a copy of each resolution of approval. If approval is pending, please note the anticipated approval date.

| Type of Approval or Permit         | File No. | Approval Date | Is Resolution Attached?   |
|------------------------------------|----------|---------------|---|
| Tentative Subdivision Map          | TBD      |               | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Tentative Parcel Map               |          |               | <input type="checkbox"/> YES <input type="checkbox"/> NO            |
| Major Use Permit                   |          |               | <input type="checkbox"/> YES <input type="checkbox"/> NO            |
| City/County General Plan Amendment | TBD      |               | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| City Rezoning                      | TBD      |               | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| County Rezone                      |          |               | <input type="checkbox"/> YES <input type="checkbox"/> NO            |
| (Other)                            |          |               | <input type="checkbox"/> YES <input type="checkbox"/> NO            |

4. Describe the land uses surrounding the proposal territory (e.g., residential, commercial, agricultural, industrial, open space, etc.).

North: Agriculture (SD County) East: RM-2-4 (City of San Diego)

South: CC-1-3 (City of San Diego) West: AR-1-1 (City of San Diego)

5. Indicate with a  if any portion of the proposal territory contains the following:

- |  |   |
|--|---|
| <input type="checkbox"/> Agricultural land uses          | <input type="checkbox"/> Agricultural Preserve              |
| <input type="checkbox"/> Open Space Easement             | <input checked="" type="checkbox"/> Slopes greater than 25% |
| <input type="checkbox"/> Sewer moratorium area           | <input type="checkbox"/> Coastal Permit Zone                |
| <input type="checkbox"/> Unusual features such as: _____ |   |

6. For city annexation proposals: Is any part of the proposal territory under a Williamson Act contract? If yes, please contact the LAFCO office for special instructions regarding petition/resolution of application requirements.  YES  NO

## C. PUBLIC SERVICES INFORMATION

### SEWER SERVICE:

1. (a) Is the proposal territory within a district or city that provides public sewer service?  YES  NO
- (b) **If yes**, which agency? City of Chula Vista and the Otay Water District
2. (a) Is a developed parcel in need of annexation due to failed septic system?  YES  NO
- (b) **If yes**, include a copy of any letters from the San Diego County Department of Environmental Health or private septic-system company.
- (c) **If no**, is annexation for sewer service part of this application?  YES  NO
3. If annexation for sewer service is proposed, which district or city would serve the territory if this jurisdictional change is approved? City of San Diego - Otay Valley Trunk Sewer
4. (a) Has the agency that will be providing service issued a letter of sewer availability?  YES  NO
- (b) **If yes**, please provide a copy of the letter with this application. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)
5. (a) Will the agency be prepared to furnish sewer service upon annexation?  YES  NO
- (b) **If no**, please explain: \_\_\_\_\_
- \_\_\_\_\_

### WATER SERVICE:

1. (a) Is the proposal territory within a district or city that provides public water service?  YES  NO
- (b) **If yes**, which agency? Otay Water District
2. Is a well or other on-site water system currently used on the property?  YES  NO
3. Is an on-site system proposed to be used when the property is developed?  YES  NO
4. (a) Is annexation for water service part of this application?  YES  NO
- (b) **If yes**, which district or city would serve the territory if this jurisdictional change is approved? City of San Diego
- (c) Will the agency that will be providing service be prepared to furnish water service upon annexation?  YES  NO
5. (a) Has the agency that will be providing service issued a letter of water availability?  YES  NO
- (b) **If yes**, please provide a copy of the letter with this application. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)

**FIRE PROTECTION SERVICES:** NOTE: Complete the following section **only** if annexation to a fire protection service provider is proposed—or if the current fire protection service provider is proposed to change.

1. (a) Is the proposal territory **currently** within an agency that provides fire protection?  YES  NO

(b) **If yes**, provide name and address/location of current fire service provider

The project is currently within the City of Chula Vista, but does not have access to Chula Vista emergency services.

It does not have direct access to Chula Vista utilities, services, and facilities. It's adjacent to City of San Diego Otay Mesa Community Plan area.

(c) Provide estimated response times to the proposal territory:

priority \_\_\_\_\_ minutes; non-priority \_\_\_\_\_ minutes See section 4.0 of Plan for Services

2. Is annexation for fire protection service part of this application?  YES  NO

3. Which city or district would serve the proposal territory if this jurisdictional change is approved?

City of San Diego

(a) Location/address of the proposed fire service provider: \_\_\_\_\_

Currently, San Diego Fire Station No. 6 is the closest station to the project site and would provide the primary response in a fire or medical emergency

(b) Estimated response times to the proposal territory:

Priority \_\_\_\_\_ minutes; non-priority \_\_\_\_\_ minutes See section 4.0 of Plan for Services

**POLICE PROTECTION SERVICES:** NOTE: Complete the following section **only** if the police protection provider is proposed to change.

1. Which police agency **currently** serves the proposal territory?

The project is currently within the City of Chula Vista, but does not have access to Chula Vista emergency services.

(a) Location/address of nearest police station: See section 4.0 of Plan for Services

(b) Estimated response times to the proposal territory: priority \_\_\_\_\_ minutes; non-priority \_\_\_\_\_ minutes

See section 4.0 of Plan for Services

2. Which police agency would serve the proposal territory if this jurisdictional change is approved?

City of San Diego

(a) Location/address of nearest police station: See section 4.0 of Plan for Services

(b) Estimated response times to the proposal territory:

Priority \_\_\_\_\_ minutes; non-priority \_\_\_\_\_ minutes See section 4.0 of Plan for Services

# CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

LAFCOs are subject to the campaign disclosure provisions detailed in Government Code Section 84308, and the Regulations of the Fair Political Practices Commission (FPPC), Section 18438.

**Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to San Diego LAFCO with your application.**

1. No LAFCO commissioner shall accept, solicit, or direct a contribution of more than \$250 from any party<sup>1</sup> or agent<sup>2</sup> while a change of organization proceeding is pending, and for three months subsequent to the date a final decision is rendered by LAFCO. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a LAFCO proceeding shall disclose on the record of the proceeding any contribution of more than \$250 made to any commissioner by the party, or agent, during the preceding 12 months. No party to a LAFCO proceeding, or agent, shall make a contribution to a commissioner during the proceeding and for three months following the date a final decision is rendered by LAFCO.

3. Prior to rendering a decision on a LAFCO proceeding, any commissioner who received contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, that commissioner shall be permitted to participate in the proceeding.

<sup>1</sup> "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

<sup>2</sup> "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$250 has been made by you or your agent to a commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current LAFCO commissioners are available at <http://www.sdlafco.org/document/CommRoster.pdf>. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact San Diego LAFCO at 9335 Hazard Way, Suite 200, San Diego, CA 92123, (858) 614-7755.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Proposed change(s) of organization: \_\_\_\_\_  
City of Chula Vista and Otay Water District Detachment, Sphere Amendment  
City of San Diego, Annexation, Sphere Amendment

(b) Name and address of any party, or agent, who has contributed more than \$250 to any commissioner within the preceding 12 months:

- 1. N/A, Applicant is a municipality, City of San Diego  
No contributions have been made.
- 2. N/A

(c) Date and amount of contribution:  
Date N/A Amount \$ N/A  
Date N/A Amount \$ N/A

(d) Name of commissioner to whom contribution was made:  
1. N/A  
2. N/A

(e) I certify that the above information is provided to the best of my knowledge.

Printed Name Elyse Lowe  
Signature \_\_\_\_\_  
Date 03/01/2024 Phone 619) 446-5423

To be completed by LAFCO:  
Proposal:  
Ref. No.

## DISCLOSURE OF POLITICAL EXPENDITURES

Effective January 1, 2008, expenditures for political purposes, which are related to a change of organization or reorganization proposal that will be or has been submitted to LAFCO, are subject to the reporting and disclosure requirements of the Political Reform Act of 1974 and the Cortese-Knox-Hertzberg Act of 2000.

*Please carefully read the following information to determine if reporting and disclosure provisions apply to you.*

- Any person or combination of persons who, for political purposes, directly or indirectly contributes \$1,000 or more, or expend \$1,000 or more in support of, or in opposition to a proposal for a change of organization or reorganization that will be submitted to the Commission, shall disclose and report to the Commission to the same extent and subject to the same requirements of the Political Reform Act of 1974 (Government Code Section 81000 et seq.) as provided for local initiative measures, and Section 56700.1 of the Cortese-Knox-Hertzberg Act of 2000.
- Pursuant to Government Code Section 57009, any person or combination of persons who directly or indirectly contributes \$1,000 or more, or expends \$1,000 or in support of, or in opposition to, the conducting authority proceedings for a change of organization or reorganization, must comply with the disclosure requirements of the Political Reform Act of 1974, (Government Code section 81000 et seq.). Applicable reports must be filed with the Secretary of State and the appropriate city or county clerk. Copies of the report must also be filed with the Executive Officer of San Diego LAFCO.
- A roster of current San Diego LAFCO commissioners is available from the LAFCO office: 9335 Hazard Way, Suite 200, San Diego, CA 92123, (858) 614-7755, or from <http://www.sdlafco.org/document/CommRoster.pdf>

## EVALUATION CHECKLIST FOR DISCLOSURE OF POLITICAL EXPENDITURES

The following checklist is provided to assist you in determining if the requirements of Government Code Sections 81000 et seq. apply to you. For further assistance contact the Fair Political Practices Commission at 428 J Street, Suite 450, Sacramento, CA 95814, (866) 275-3772 or at <http://www.fppc.ca.gov>.

1. Have you directly or indirectly made a contribution or expenditure of \$1,000 or more related to the support or opposition of a proposal that has been or will be submitted to LAFCO?

Yes

No

Date of contribution N/A Amount \$ N/A

Name/Ref. No. of LAFCO proposal \_\_\_\_\_

Pending from LAFCO

Date proposal submitted to LAFCO Pending

2. Have you, in combination with other person(s), directly or indirectly contributed or expended \$1,000 or more related to the support or opposition of a proposal that has been or will be submitted to LAFCO?

Yes

No

Date of contribution N/A Amount \$ N/A

Name/Ref. No. of LAFCO proposal Pending from LAFCO

Date proposal submitted to LAFCO Pending

3. If you have filed a report in accordance with FPPC requirements, has a copy of the report been filed with San Diego LAFCO?

Yes N/A

No N/A



# PROPERTY-OWNER CONSENT FORM FOR INCLUSION OF PROPERTY

Note: Processing of jurisdictional boundary change proposals, which involve **uninhabited**<sup>1</sup> territory, can be expedited by approximately 60 days if all affected landowners consent to the proposal. If you wish to take advantage of this option, please return the completed PROPERTY-OWNER CONSENT FORM FOR INCLUSION OF PROPERTY to San Diego LAFCO with your application for a jurisdictional boundary change. If consenting signatures of **100%** of the affected property owners are affixed and LAFCO does not receive any opposition from subject agencies, the Commission may consider the proposal without public notice, public hearing and/or an election.


<sup>1</sup> Territory included within a proposed boundary change that includes less-than 12 registered voters is considered **uninhabited** (Government Code 56045).

The undersigned owners(s) of property hereby consent(s) to inclusion of that property within a proposed change of organization or reorganization consisting of:

(Please list all proposed actions)

Annexation to: 1. City of San Diego  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Detachment from: 1. City of Chula Vista  
2. Otay Water District  
3. \_\_\_\_\_

| <u>Date</u>   | <u>Signature</u>  | <u>Assessor's Parcel Number(s)</u> |
|---------------|---|------------------------------------|
| 1. 03/01/2024 |  | 624-071-0200                       |
| 2. _____      | _____   | _____                              |
| 3. _____      | _____   | _____                              |
| 4. _____      | _____   | _____                              |
| 5. _____      | _____   | _____                              |

Attach additional sheets if necessary

## SUBJECT AGENCY SUPPLEMENTAL INFORMATION FORM

NOTE: A copy of this form must be completed and signed by **each** local agency that will gain or lose territory as a result of the proposed jurisdictional boundary change. Attach additional sheets if necessary.

|  |                   |
|--|-------------------|
|  | Elyse Lowe        |
| <b>Signature of agency representative</b>                    | <b>Print name</b> |
| City of San Diego, Director, Development Services Department |                   |
| <b>Title</b>   | <b>Date</b>       |
| (619) 446-5423   | 03/01/2024        |
| <b>Telephone</b>   | <b>Date</b>       |

### A. JURISDICTIONAL INFORMATION:

Name of agency:

City of San Diego

1. Is the proposal territory within the agency's sphere of influence? Yes  No
2. Upon annexation, will the proposal territory be included within an assessment district and be subject to assessment for new or extended services? Yes  No
3. Does the agency have plans to establish any new assessment district that would include the proposal territory? Yes  No
4. Will the proposal territory assume any existing bonded indebtedness? Yes  No   
*If yes, indicate any taxpayer cost: \$* N/A
5. Will the proposal territory be subject to any special taxes, benefit charges, or fees? Yes  No   
*If yes, please provide details of all costs:* Maintenance Assessment District
6. Is the agency requesting an exchange of property tax revenues as a result of this proposal? Yes  No
7. Is this proposed jurisdictional change subject to a master property tax agreement or master enterprise district resolution? Yes  No
8. FOR CITY ANNEXATIONS: Does the proposal territory contain existing commercial development that generates retail sales of ten million dollars or more per year? Yes  No
9. FOR CITY ANNEXATIONS: If any part of the proposal territory is under a Williamson Act contract, please contact the LAFCO office for special instructions regarding petition or resolution of application requirements.

**EXPEDITED PROPOSAL PROCESSING:** *Processing of jurisdictional boundary change proposals can be expedited by approximately 60 days if all affected landowners consent to the waiver of protest and termination (conducting authority) proceedings and subject agencies do not oppose the waiver. If you do NOT want to waive these proceedings, then attach a written statement to the subject agency information form containing a signature, date, and declaration of opposition to a waiver of such proceedings.*

**B. SEWER SERVICE:**

1. What is the agency's current wastewater treatment capacity (expressed in million gallons per day and equivalent dwelling units)? \_\_\_\_\_

Metro Capacity: 255 mgd (~900,000 EDUs) \_\_\_\_\_

2. What is the average volume of influent currently being treated by the agency (expressed in million gallons per day and equivalent dwelling units)? \_\_\_\_\_

Metro: 175 mgd (~630,000 EDUs) \_\_\_\_\_

3. (a) What is the agency's peak flow volume (expressed in million gallons per day)?  
Not applicable, the City's WDR states flow only in an average monthly effluent limitation. \_\_\_\_\_

(b) What is the agency's peak flow capacity (expressed in million gallons per day)?  
Not applicable, the City's WDR states flow only in an average monthly effluent limitation. \_\_\_\_\_

(c) Has the agency exceeded the flow (peak) capacity within the past two years?

(d) **If yes**, please describe the frequency and volume of incidents that exceeded the agency's peak capacity: \_\_\_\_\_

YES  NO

4. (a) Has the agency issued a letter of sewer availability for the proposal territory? \_\_\_\_\_

YES  NO

(b) **If yes**, please provide a copy of the letter. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)

5. (a) How many future equivalent dwelling units have been reserved or committed for proposed projects? \_\_\_\_\_  
Equivalent to the ~80 mgd current extra capacity.

(b) Can all projects that have received commitments of sewer availability (e.g., "will serve letters") be accommodated with planned capacity?

YES  NO

6. (a) Does the agency have the necessary contractual and/or operational treatment capacity to provide sewer service to the proposal territory? \_\_\_\_\_

YES  NO

(b) **If yes**, please specify the proposal territory's estimated sewer demand and the agency's available sewer capacity (expressed in million gallons per day and equivalent dwelling units):

43,438 gpd proposed sewer generation \_\_\_\_\_  
~80 mgd current extra capacity \_\_\_\_\_

(c) **If no**, please describe the agency's plans to upgrade capacity to resolve any capacity related issues: N/A \_\_\_\_\_

7. Will the proposal territory be annexed to a sewer improvement district? \_\_\_\_\_

YES  NO

8. (a) The distance for connection of the proposal territory to the agency's existing sewer system is 0 feet.

(b) Describe the location of the connection to the agency's existing sewer system:

Existing sewer onsite \_\_\_\_\_

C. WATER SERVICE:

1. (a) Does the subject agency have adequate water supply and sufficient contractual and/or operational capacity available to serve the proposal territory?  YES  NO

(b) **If yes**, describe the proposal territory's estimated water demand and the agency's available water supply and capacity (expressed in acre-feet or million gallons per day):

116,025 gpd (449.4 mgd City capacity)

(c) **If no**, what plans does the agency have to increase its water capacity?

2. Specify any improvements (on and off-site) that will be necessary to connect and serve the anticipated development. Indicate the total cost of these improvements and method of financing (e.g., general property tax, assessment district, landowner or developer fees): 400 ft offsite 12-inch water line extension in Denny Road  YES  NO

Cost unknown, will be paid and constructed by developer

3. (a) Has the agency issued a letter of water availability for the proposal territory?  YES  NO

(b) **If yes**, please provide a copy of the letter. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)

4. (a) The distance for connection of the proposal territory to the agency's existing water system is Adjacent \_\_\_\_\_ feet.

(b) Describe the location of the connection to the agency's existing water system: Adjacent 12-inch water line, additional 12-inch water line will be constructed for redundancy

5. (a) Is the agency currently under any drought-related conditions and/or restrictions?  YES  NO

(b) **If yes**, describe the conditions and specify any related restrictions:

6. (a) Will the proposal territory utilize reclaimed water?  YES  NO

(b) **If yes**, describe the proposal territory's reclaimed water use and the agency's available reclaimed water supply and capacity (expressed in acre-feet or million gallons per day):

(c) The distance for connection of the proposal territory to the agency's existing reclaimed water system is \_\_\_\_\_ feet.

(d) Describe the location of the connection to the agency's existing reclaimed water system: \_\_\_\_\_

- (e) **If no**, has the agency considered availability of reclaimed water to the proposal territory?  YES  NO

(f) What restrictions prevent use of reclaimed water? Distance to existing pipelines \_\_\_\_\_

7. Will the proposal territory be annexed to an improvement district?  YES  NO

## SUBJECT AGENCY SUPPLEMENTAL INFORMATION FORM

NOTE: A copy of this form must be completed and signed by **each** local agency that will gain or lose territory as a result of the proposed jurisdictional boundary change. Attach additional sheets if necessary.

|  |                   |
|--|-------------------|
|  | Laura Black       |
| <b>Signature of agency representative</b>                      | <b>Print name</b> |
| City of Chula Vista, Director, Development Services Department |                   |
| <b>Title</b>   |                   |
| 619-691-5002   | 03/01/2024        |
| <b>Telephone</b>   | <b>Date</b>       |

### A. JURISDICTIONAL INFORMATION:

Name of agency:

City of Chula Vista

1. Is the proposal territory within the agency's sphere of influence? Yes  No
2. Upon annexation, will the proposal territory be included within an assessment district and be subject to assessment for new or extended services? Yes  No
3. Does the agency have plans to establish any new assessment district that would include the proposal territory? Yes  No
4. Will the proposal territory assume any existing bonded indebtedness? Yes  No   
*If yes, indicate any taxpayer cost: \$ \_\_\_\_\_*
5. Will the proposal territory be subject to any special taxes, benefit charges, or fees? Yes  No   
*If yes, please provide details of all costs: \_\_\_\_\_*  
 \_\_\_\_\_
6. Is the agency requesting an exchange of property tax revenues as a result of this proposal? Yes  No
7. Is this proposed jurisdictional change subject to a master property tax agreement or master enterprise district resolution? Yes  No
8. FOR CITY ANNEXATIONS: Does the proposal territory contain existing commercial development that generates retail sales of ten million dollars or more per year? Yes  No
9. FOR CITY ANNEXATIONS: If any part of the proposal territory is under a Williamson Act contract, please contact the LAFCO office for special instructions regarding petition or resolution of application requirements.

**EXPEDITED PROPOSAL PROCESSING:** *Processing of jurisdictional boundary change proposals can be expedited by approximately 60 days if all affected landowners consent to the waiver of protest and termination (conducting authority) proceedings and subject agencies do not oppose the waiver. If you do NOT want to waive these proceedings, then attach a written statement to the subject agency information form containing a signature, date, and declaration of opposition to a waiver of such proceedings.*

**B. SEWER SERVICE:**

1. What is the agency’s current wastewater treatment capacity (expressed in million gallons per day and equivalent dwelling units)? Project is annexing out of City of Chula Vista.

Metro Capacity: 255 mgd (~900,000 EDUs)

2. What is the average volume of influent currently being treated by the agency (expressed in million gallons per day and equivalent dwelling units)? \_\_\_\_\_

Metro: 175 mgd (~630,000 EDUs)

3. (a) What is the agency’s peak flow volume (expressed in million gallons per day)?  
Not applicable, the City’s WDR states flow only in an average monthly effluent limitation.

(b) What is the agency’s peak flow capacity (expressed in million gallons per day)?  
Not applicable, the City’s WDR states flow only in an average monthly effluent limitation.

(c) Has the agency exceeded the flow (peak) capacity within the past two years?

(d) **If yes**, please describe the frequency and volume of incidents that exceeded the agency’s peak capacity: \_\_\_\_\_

YES  NO

4. (a) Has the agency issued a letter of sewer availability for the proposal territory?  YES  NO

(b) **If yes**, please provide a copy of the letter. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)

5. (a) How many future equivalent dwelling units have been reserved or committed for proposed projects? Equivalent to the ~80 mgd current extra capacity.

(b) Can all projects that have received commitments of sewer availability (e.g., “will serve letters”) be accommodated with planned capacity?  YES  NO

6. (a) Does the agency have the necessary contractual and/or operational treatment capacity to provide sewer service to the proposal territory?  YES  NO

(b) **If yes**, please specify the proposal territory’s estimated sewer demand and the agency’s available sewer capacity (expressed in million gallons per day and equivalent dwelling units):

43,438 gpd proposed sewer generation  
~80 mgd current extra capacity

(c) **If no**, please describe the agency’s plans to upgrade capacity to resolve any capacity related issues: N/A

7. Will the proposal territory be annexed to a sewer improvement district?  YES  NO

8. (a) The distance for connection of the proposal territory to the agency’s existing sewer system is 0 feet.

(b) Describe the location of the connection to the agency’s existing sewer system:

Not applicable, project is connecting to City of San Diego sewer facilities (annexing out of Chula Vista).

C. WATER SERVICE:

1. (a) Does the subject agency have adequate water supply and sufficient contractual and/or operational capacity available to serve the proposal territory?  YES  NO

(b) **If yes**, describe the proposal territory's estimated water demand and the agency's available water supply and capacity (expressed in acre-feet or million gallons per day):

Not applicable, Chula Vista is not a direct water purveyor. City of San Diego will provide water service to the project per the City of San Diego Will Serve Letter. Project is annexing out of City of Chula Vista.

(c) **If no**, what plans does the agency have to increase its water capacity?

2. Specify any improvements (on and off-site) that will be necessary to connect and serve the anticipated development. Indicate the total cost of these improvements and method of financing (e.g., general property tax, assessment district, landowner or developer fees):  YES  NO

Not applicable, Chula Vista is not a direct water purveyor. City of San Diego will provide water service to the project per the City of San Diego Will Serve Letter.

3. (a) Has the agency issued a letter of water availability for the proposal territory?  YES  NO

(b) **If yes**, please provide a copy of the letter. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)

4. (a) The distance for connection of the proposal territory to the agency's existing water system is Not Applicable feet.

(b) Describe the location of the connection to the agency's existing water system:

Not applicable, Chula Vista is not a direct water purveyor. City of San Diego will provide water service to the project per the City of San Diego Will Serve Letter.

5. (a) Is the agency currently under any drought-related conditions and/or restrictions?  YES  NO

(b) **If yes**, describe the conditions and specify any related restrictions:

6. (a) Will the proposal territory utilize reclaimed water?  YES  NO

(b) **If yes**, describe the proposal territory's reclaimed water use and the agency's available reclaimed water supply and capacity (expressed in acre-feet or million gallons per day):

(c) The distance for connection of the proposal territory to the agency's existing reclaimed water system is \_\_\_\_\_ feet.

(d) Describe the location of the connection to the agency's existing reclaimed water system: \_\_\_\_\_


- (e) **If no**, has the agency considered availability of reclaimed water to the proposal territory?  YES  NO

(f) What restrictions prevent use of reclaimed water? Distance to existing pipelines

7. Will the proposal territory be annexed to an improvement district?  YES  NO

## SUBJECT AGENCY SUPPLEMENTAL INFORMATION FORM

NOTE: A copy of this form must be completed and signed by **each** local agency that will gain or lose territory as a result of the proposed jurisdictional boundary change. Attach additional sheets if necessary.

|   |                   |
|---|-------------------|
|  | Kevin Cameron     |
| <b>Signature of agency representative</b>   | <b>Print name</b> |
| Otay Water District, Engineering Manager  |                   |
| <b>Title</b>  | <b>Date</b>       |
| 619-670-2248  | 09/07/2023        |
| <b>Telephone</b>  | <b>Date</b>       |

### A. JURISDICTIONAL INFORMATION:

Name of agency:  
Otay Water District

1. Is the proposal territory within the agency's sphere of influence? Yes  No
2. Upon annexation, will the proposal territory be included within an assessment district and be subject to assessment for new or extended services? Yes  No
3. Does the agency have plans to establish any new assessment district that would include the proposal territory? Yes  No
4. Will the proposal territory assume any existing bonded indebtedness? Yes  No   
*If yes, indicate any taxpayer cost: \$ \_\_\_\_\_*
5. Will the proposal territory be subject to any special taxes, benefit charges, or fees? Yes  No   
*If yes, please provide details of all costs: \_\_\_\_\_*  
 \_\_\_\_\_
6. Is the agency requesting an exchange of property tax revenues as a result of this proposal? Yes  No
7. Is this proposed jurisdictional change subject to a master property tax agreement or master enterprise district resolution? Yes  No
8. FOR CITY ANNEXATIONS: Does the proposal territory contain existing commercial development that generates retail sales of ten million dollars or more per year? Yes  No
9. FOR CITY ANNEXATIONS: If any part of the proposal territory is under a Williamson Act contract, please contact the LAFCO office for special instructions regarding petition or resolution of application requirements.

**EXPEDITED PROPOSAL PROCESSING:** *Processing of jurisdictional boundary change proposals can be expedited by approximately 60 days if all affected landowners consent to the waiver of protest and termination (conducting authority) proceedings and subject agencies do not oppose the waiver. If you do NOT want to waive these proceedings, then attach a written statement to the subject agency information form containing a signature, date, and declaration of opposition to a waiver of such proceedings.*



**B. SEWER SERVICE:**

1. What is the agency's current wastewater treatment capacity (expressed in million gallons per day and equivalent dwelling units)? \_\_\_\_\_

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

2. What is the average volume of influent currently being treated by the agency (expressed in million gallons per day and equivalent dwelling units)? \_\_\_\_\_

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

3. (a) What is the agency's peak flow volume (expressed in million gallons per day)?

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

(b) What is the agency's peak flow capacity (expressed in million gallons per day)?

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

(c) Has the agency exceeded the flow (peak) capacity within the past two years?

(d) **If yes**, please describe the frequency and volume of incidents that exceeded the agency's peak capacity: \_\_\_\_\_

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

YES  NO

4. (a) Has the agency issued a letter of sewer availability for the proposal territory?

YES  NO

(b) **If yes**, please provide a copy of the letter. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)

5. (a) How many future equivalent dwelling units have been reserved or committed for proposed projects? Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

(b) Can all projects that have received commitments of sewer availability (e.g., "will serve letters") be accommodated with planned capacity?

YES  NO

6. (a) Does the agency have the necessary contractual and/or operational treatment capacity to provide sewer service to the proposal territory?

YES  NO

(b) **If yes**, please specify the proposal territory's estimated sewer demand and the agency's available sewer capacity (expressed in million gallons per day and equivalent dwelling units):

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

(c) **If no**, please describe the agency's plans to upgrade capacity to resolve any capacity related issues: \_\_\_\_\_

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

7. Will the proposal territory be annexed to a sewer improvement district?

YES  NO

8. (a) The distance for connection of the proposal territory to the agency's existing sewer system is \_\_\_\_\_ feet.

(b) Describe the location of the connection to the agency's existing sewer system:

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

**C. WATER SERVICE:**

1. (a) Does the subject agency have adequate water supply and sufficient contractual and/or operational capacity available to serve the proposal territory?  YES  NO
- (b) **If yes**, describe the proposal territory's estimated water demand and the agency's available water supply and capacity (expressed in acre-feet or million gallons per day):  
116,025 gpd, ~25 mgd capacity, no operational main to service planned development
- (c) **If no**, what plans does the agency have to increase its water capacity?  
\_\_\_\_\_
2. Specify any improvements (on and off-site) that will be necessary to connect and serve the anticipated development. Indicate the total cost of these improvements and method of financing (e.g., general property tax, assessment district, landowner or developer fees):  YES  NO  
No Otay Water District improvements are required, project is annexing out of Otay Water District.  
City of San Diego will provide water service to the project per the City of San Diego Will Serve Letter.
3. (a) Has the agency issued a letter of water availability for the proposal territory?  YES  NO
- (b) **If yes**, please provide a copy of the letter. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)
4. (a) The distance for connection of the proposal territory to the agency's existing water system is \_\_\_\_\_ feet.
- (b) Describe the location of the connection to the agency's existing water system:  
Not applicable, City of San Diego will provide water service to the project per the City of San Diego Will Serve Letter.
5. (a) Is the agency currently under any drought-related conditions and/or restrictions?  YES  NO
- (b) **If yes**, describe the conditions and specify any related restrictions:  
\_\_\_\_\_
6. (a) Will the proposal territory utilize reclaimed water?  YES  NO
- (b) **If yes**, describe the proposal territory's reclaimed water use and the agency's available reclaimed water supply and capacity (expressed in acre-feet or million gallons per day):  
\_\_\_\_\_
- (c) The distance for connection of the proposal territory to the agency's existing reclaimed water system is \_\_\_\_\_ feet.
- (d) Describe the location of the connection to the agency's existing reclaimed water system: \_\_\_\_\_
- (e) **If no**, has the agency considered availability of reclaimed water to the proposal territory?  YES  NO
- (f) What restrictions prevent use of reclaimed water? Project is annexing out of Otay Water District  
City of San Diego will provide water service to the project per the City of San Diego Will Serve Letter.
7. Will the proposal territory be annexed to an improvement district?  YES  NO



*...Dedicated to Community Service*

2554 SWEETWATER SPRINGS BOULEVARD, SPRING VALLEY, CALIFORNIA 91978-2004  
TELEPHONE: 670-2222, AREA CODE 619

[www.otaywater.gov](http://www.otaywater.gov)

October 26, 2023

Project No.: P1438-01000

Activity: 3111

Keene Simonds  
Executive Office  
San Diego Local Agency Formation Commission  
2550 Fifth Avenue, Suite 725  
San Diego, CA 92103

Subject: Otay Water District Letter of Support for the Nakano Project Site  
Reorganization

Dear Mr. Simonds:

Otay Water District (District) is providing this Letter of Support for the Nakano Project Site Reorganization and Change of Sphere of Influence for the reasons outlined within.

As you are aware, Tri Pointe Homes, IE-SD, Inc. owns 23.8 acres of certain real property located in the undeveloped area of the City of Chula Vista, south of the Otay River, east of Interstate 805, and within the Sphere of Influence for the District. Tri Pointe Homes intends to develop a 221-unit residential project on the Nakano Site. The Nakano Site is adjacent to the jurisdictional boundaries of the City of San Diego, within the Otay Mesa Community Plan area.

The District recommends de-annexing the property from the District's Sphere of Influence by way of the Local Agency Formation Commission. This recommendation is reflected in associated comments provided as early as 2009 and as recent as 2021 as part of the District's review of the Nakano Project submittal. This continues to be the recommended course of action.

Although the Nakano Site is currently within the District's Sphere of Influence, there is no operational District water main to service the planned development. The District's 12-inch main along the eastern project site boundary was abandoned by the District in 2000 and has been out of service for approximately 23 years.

Keene Simonds  
Otay Water District Letter of Support for the Nakano Project Site Reorganization  
October 26, 2023  
Page 2 of 2.

As noted, the District desires to communicate its consent to the amendment and removal of the Nakano Site from the jurisdictional boundaries of the City of Chula Vista and the Otay Water District Sphere of Influence and subsequent annexation into the City of San Diego, which will serve water and sewer for the Nakano project.

In summary, the District supports the City of San Diego Application Requesting the San Diego County Local Agency Formation Commission to Take Proceedings for a Reorganization of the Nakano Development Project Reorganization.

Sincerely,  
OTAY WATER DISTRICT



Kevin Cameron, P.E.  
Engineering Manager

KC:mlw

Page 1  
Mr. Allen Kashani  
Senior Project Manager  
Tri Pointe Homes  
13520 Evening Creek Drive North, Suite 300  
San Diego, CA 92128

Dear Mr. Kashani,

**Subject: Will Serve Letter –**  
Location: Northside of Dennery Road between Regatta Lane and Sand Star Way.  
Project Name: Nakano  
The legal description is attached.

This letter is to confirm that the subject property is within the City of San Diego water and sewer service area.

New water service connections and sewer lateral connections are available as noted below. New connections are permitted in accordance with the required demand.

**WATER:**

There is an existing 12” PVC (HGL 365) water main in Dennery Road as shown on City improvement drawing 32972-D.

**SEWER:**

There is an existing 8” PVC sewer main in Dennery Road as shown on City improvement drawing 28875-D. There is an existing 27” PVC sewer main in a sewer easement as shown on City improvement drawing 21305-D. There is an existing 18” PVC sewer main in a sewer main as shown on City improvement drawing 27113-D.

A hydraulic analysis and condition assessment of the existing utilities is required to determine the availability of water service and sewer laterals. These connections are requested based upon required demand/flow of the project. All services are governed by city ordinances and regulations concerning connections, constructions, charges/permit fees and matters pertaining thereto.

Page 2  
Mr. Allen Kashani  
January 19, 2023

If you have any additional questions or concerns, please contact me at (619) 446-5454.

Sincerely,

A handwritten signature in black ink, appearing to read "GNguyen". The signature is stylized with a large "G" and "N" and a cursive "guyen".

Gary Nguyen  
Assistant Engineer - Civil

Enclosure: Legal Description (1)

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG THE SOUTH LINE THEREOF SOUTH 89°42'04" WEST, 1069.30 FEET TO THE EASTERLY LINE OF FREEWAY DESCRIBED IN FINAL ORDER OF CONDEMNATION RECORDED JULY 22, 1968 AS [FILE NO. 123488 OFFICIAL RECORDS](#); THENCE ALONG SAID EASTERLY LINE NORTH 3°47'10" EAST, 918.10 FEET; THENCE NORTH 80°52'26" EAST, 1030.62 FEET TO THE EAST LINE OF SAID SECTION; THENCE ALONG SAID EAST LINE SOUTH 0°28'33" WEST, 1074.02 FEET TO THE POINT OF BEGINNING.

[APN: 624-071-02-00](#)

**EXHIBIT E**  
**Plan for Providing Services**  
**[Attached behind this page]**



# Plan for Services

---

Proposed “Nakano” Reorganization  
To the City of San Diego  
PRJ-No. 1076302  
March 2024

Prepared for:

City of San Diego  
Environmental Policy & Public Spaces Division  
Planning Department

Prepared by:

Leppert Engineering Corporation  
5190 Governor Drive, Suite 205  
San Diego, CA 92122  
Job Number: OM 8.09-12.10

## Table of Contents

|       |  |    |
|-------|--|----|
| 1.0   | Preface .....                            | 2  |
| 2.0   | Introduction.....                        | 2  |
| 3.0   | Description of Reorganization Area ..... | 3  |
| 3.1   | Description of Project .....             | 3  |
| 3.2   | Purpose for Reorganization.....          | 8  |
| 3.2.1 | Dennery Ranch Precise Plan.....          | 9  |
| 4.0   | Discussion of Facility Needs .....       | 9  |
| 4.1   | Emergency Services .....                 | 9  |
| 4.1.1 | Police.....                              | 9  |
| 4.1.2 | Fire .....                               | 10 |
| 4.2   | Transportation/Circulation .....         | 12 |
| 4.2.1 | Existing Conditions.....                 | 13 |
| 4.2.2 | Conditions Following Reorganization..... | 16 |
| 4.3   | Public Utilities.....                    | 17 |
| 4.3.1 | Water .....                              | 17 |
| 4.3.2 | Sewer.....                               | 18 |
| 4.4   | Population-based Improvements.....       | 19 |
| 4.4.1 | Libraries .....                          | 19 |
| 4.4.2 | Park Improvements .....                  | 19 |
| 5.0   | Conclusion .....                         | 20 |

## 1.0 Preface

Much of the information contained in this report was already addressed in the following reports prepared for the site: Nakano Specific Plan, prepared by Rick Engineering in November 2022, Fire Protection Plan Nakano, prepared by Dudek in June 2022, Sewer Study for the Nakano project, prepared by Dexter Wilson Engineering on June 21, 2022, Local Mobility Analysis Report, prepared by LOS Engineering on November 2, 2022, Water System Analysis for the Nakano project, prepared by Dexter Wilson Engineering on June 21, 2022 as well as the Environmental Impact Report that was prepared in conjunction with the reorganization application. The discussion of public services was included as part of the comprehensive analysis of the proposed project. The Environmental Impact Report (EIR) is titled Nakano Project, EIR (City of Chula Vista EIR no. EIR 22-0001; SCH No. 202260260) and was prepared for the City of San Diego by Recon. These reports and the EIR mentioned above discussed at length many of the topics required by this report and provided supporting documentation to support the information that is included in this report. Consequently, much of the information included in this report is taken, with permission, directly from the mentioned reports and the EIR.

## 2.0 Introduction

This Plan for Services is for the 23.8-acre parcel located on the east side of I-805, northwest of Dennery Road and south of the Otay River Valley, to be detached from the City of Chula Vista and the Otay Water District (OWD) and annexed to the City of San Diego. The property is illustrated in Figure 1 on page 4.

As detailed in the Memorandum of Understanding (MOU) between the City of San Diego and the City of Chula Vista, approved on December 7, 2021, both agencies have long considered the property eligible for reorganization of jurisdictional boundaries.

This Plan has been prepared for the City of San Diego for submission to the Local Agency Formation Commission for San Diego County (LAFCO) as part of the reorganization application (Reorganization No. xxxx-xx). A reorganization includes any two or more changes of organizations initiated in a single proposal (i.e. detachment and annexation). The Plan provides the City of San Diego, LAFCO, affected property owners, residents and other interested persons with information regarding existing and proposed local government services for the proposed reorganization. As discussed in Government Code Section 56653, the following information is provided in this report:

- An enumeration and description of the services to be extended to the affected territory.
- The level and range of those services.
- An indication of when those services can feasibly be extended to the affected territory.
- An indication of any improvement or upgrading of structures, roads, sewer or water facilities, or other conditions the local agency would impose or require within the affected territory if the change of organization or reorganization is completed.
- Information with respect to how those services will be financed.

The information provided in this Plan is for informational purposes only and shall not in any way limit the City of San Diego's jurisdiction to require the provision of additional facilities and services with respect to any land use approvals within the reorganization area.

### **3.0 Description of Reorganization Area**

#### **3.1 Description of Project**

The project consists of a reorganization of jurisdiction boundaries and a series of land use plan and zoning amendments which would allow approximately 23.8 acres of land designated as open space and zoned for agriculture (A-8) in the City of Chula Vista to be detached and annexed into the City of San Diego, and designated for future residential uses. The Nakano project is expected to add up to 221 new residential dwelling units. Access to the site would be via a proposed private street (local street classification), which would connect to Dennery Road located offsite to the southeast in the City of San Diego. A detailed description of the proposed project is located in Section 3.0 of the Nakano Program EIR.

Map Source: DUDEK

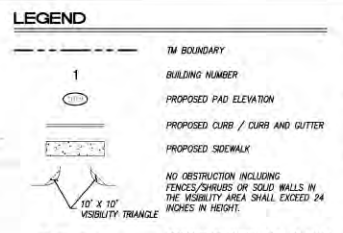
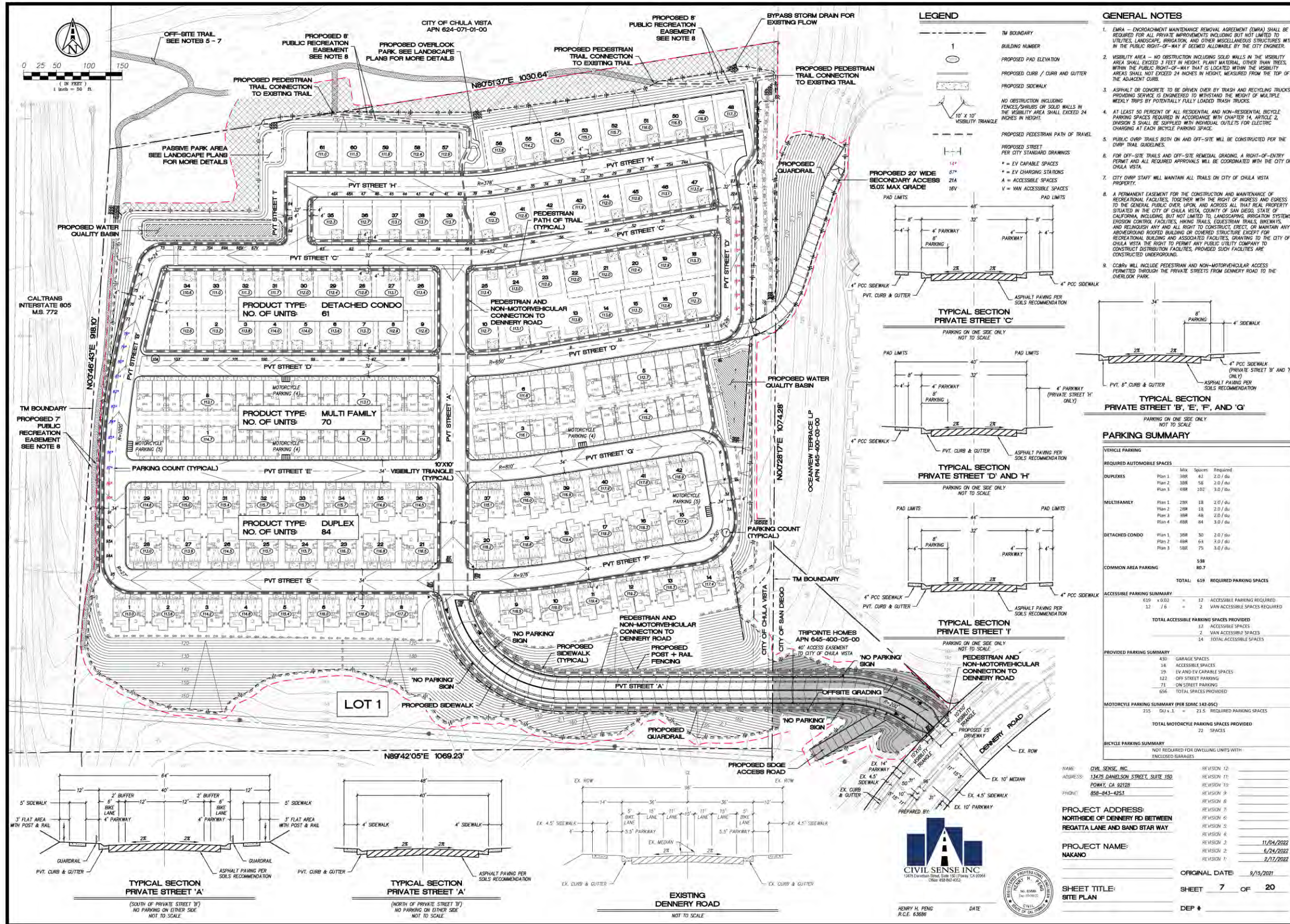


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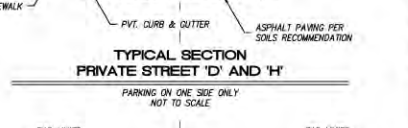
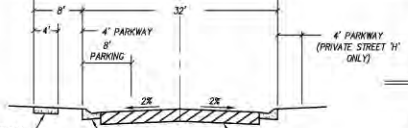
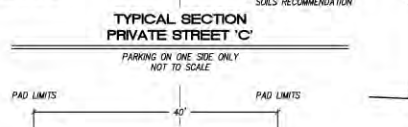
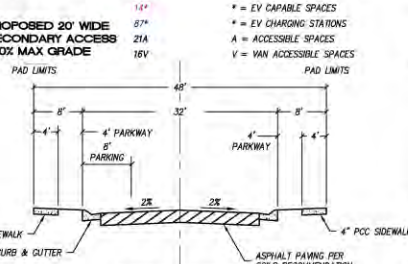
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FIGURE 1  
Project Location



**GENERAL NOTES**

- EMRA - ENCROACHMENT MAINTENANCE REMOVAL AGREEMENT (EMRA) SHALL BE REQUIRED FOR ALL PRIVATE IMPROVEMENTS INCLUDING BUT NOT LIMITED TO UTILITIES, LANDSCAPE, IRRIGATION, AND OTHER MISCELLANEOUS STRUCTURES WITHIN THE PUBLIC RIGHT-OF-WAY IF DEEMED ALLOWABLE BY THE CITY ENGINEER.
- VISIBILITY AREA - NO OBSTRUCTION INCLUDING SOLID WALLS IN THE VISIBILITY AREA SHALL EXCEED 3 FEET IN HEIGHT. PLANT MATERIAL, OTHER THAN TREES, WITHIN THE PUBLIC RIGHT-OF-WAY THAT IS LOCATED WITHIN THE VISIBILITY AREA SHALL NOT EXCEED 24 INCHES IN HEIGHT, MEASURED FROM THE TOP OF THE ADJACENT CURB.
- ASPHALT OR CONCRETE TO BE DRIVEN OVER BY TRASH AND RECYCLING TRUCKS PROVIDING SERVICE IS ENGINEERED TO WITHSTAND THE WEIGHT OF MULTIPLE WHEELY TRIPS BY POTENTIALLY FULLY LOADED TRUCKS.
- AT LEAST 50 PERCENT OF ALL RESIDENTIAL AND NON-RESIDENTIAL BICYCLE PARKING SPACES REQUIRED IN ACCORDANCE WITH CHAPTER 14, ARTICLE 2, DIVISION 5 SHALL BE SUPPLIED WITH INDIVIDUAL OUTLETS FOR ELECTRIC CHARGING AT EACH BICYCLE PARKING SPACE.
- PUBLIC OVER TRAILS BOTH ON AND OFF-SITE WILL BE CONSTRUCTED PER THE CDP TRAIL GUIDELINES.
- FOR OFF-SITE TRAILS AND OFF-SITE REMEDIAL GRADING, A RIGHT-OF-ENTRY PERMIT AND ALL REQUIRED APPROVALS WILL BE COORDINATED WITH THE CITY OF CHULA VISTA.
- CITY CDP STAFF WILL MAINTAIN ALL TRAILS ON CITY OF CHULA VISTA PROPERTY.
- A PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF RECREATIONAL FACILITIES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO THE GENERAL PUBLIC OVER, UPON, AND ACROSS ALL THAT REAL PROPERTY SITUATED IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION SYSTEMS, EROSION CONTROL, FACILITIES, TRAILS, EQUESTRIAN TRAILS, SIDEWAYS, AND RELINQUISH ANY AND ALL RIGHT TO CONSTRUCT, ERECT, OR MAINTAIN ANY ABOVEGROUND ROOFED BUILDING OR COVERED STRUCTURE EXCEPT FOR RECREATIONAL BUILDING AND ASSOCIATED FACILITIES, GRANTING TO THE CITY OF CHULA VISTA THE RIGHT TO PERMIT ANY PUBLIC UTILITY COMPANY TO CONSTRUCT DISTRIBUTION FACILITIES, PROVIDED SUCH FACILITIES ARE CONSTRUCTED UNDERGROUND.
- CDP'S WILL INCLUDE PEDESTRIAN AND NON-MOTORVEHICULAR ACCESS PERMITTED THROUGH THE PRIVATE STREETS FROM DENNERY ROAD TO THE OVERLOOK PARK.



**PARKING SUMMARY**

| VEHICLE PARKING                                       |          |            |  |
|---|----------|------------|--|
| REQUIRED AUTOMOBILE SPACES                            | Mix      | Square     | Required                                 |
| DUPLICES  | Plan 1   | 38R        | 42 2.0/du                                |
|   | Plan 2   | 38R        | 58 2.0/du                                |
|   | Plan 3   | 48R        | 102 3.0/du                               |
| MULTIFAMILY   | Plan 1   | 28R        | 18 2.0/du                                |
|   | Plan 2   | 38R        | 18 2.0/du                                |
|   | Plan 3   | 38R        | 48 2.0/du                                |
|   | Plan 4   | 48R        | 84 3.0/du                                |
| DETACHED CONDO  | Plan 1   | 38R        | 30 2.0/du                                |
|   | Plan 2   | 48R        | 63 3.0/du                                |
|   | Plan 3   | 58R        | 75 3.0/du                                |
| COMMON AREA PARKING                                   |          | 58R        | 80.7                                     |
| <b>TOTAL:</b>   |          | <b>619</b> | <b>REQUIRED PARKING SPACES</b>           |
| ACCESSIBLE PARKING SUMMARY                            |          |            |  |
| 125 x 0.02  | =        | 12         | ACCESSIBLE PARKING REQUIRED              |
| 12 / 6  | =        | 2          | VAN ACCESSIBLE SPACES REQUIRED           |
| <b>TOTAL ACCESSIBLE PARKING SPACES PROVIDED</b>       |          | <b>14</b>  | <b>ACCESSIBLE SPACES</b>                 |
|   |          | <b>2</b>   | <b>VAN ACCESSIBLE SPACES</b>             |
|   |          | <b>14</b>  | <b>TOTAL ACCESSIBLE SPACES</b>           |
| PROVIDED PARKING SUMMARY                              |          |            |  |
| 430   |          |            | GARAGE SPACES                            |
| 14  |          |            | ACCESSIBLE SPACES                        |
| 19  |          |            | EV AND EV CAPABLE SPACES                 |
| 122   |          |            | OFF STREET PARKING                       |
| 71  |          |            | ON STREET PARKING                        |
| 656   |          |            | TOTAL SPACES PROVIDED                    |
| MOTORCYCLE PARKING SUMMARY (PER SDMC 142.05C)         |          |            |  |
| 215   | DU x 1 = | 21.5       | REQUIRED PARKING SPACES                  |
|   |          |            | TOTAL MOTORCYCLE PARKING SPACES PROVIDED |
|   |          |            | 22 SPACES                                |
| BICYCLE PARKING SUMMARY                               |          |            |  |
| NOT REQUIRED FOR DWELLING UNITS WITH ENCLOSED GARAGES |          |            |  |

NAME: CIVIL SENSE, INC.  
 ADDRESS: 13475 DANIELSON STREET, SUITE 150  
 POWAY, CA 92128  
 PHONE: 858-643-6253

PROJECT ADDRESS:  
 NORTHSIDE OF DENNERY RD BETWEEN  
 REGATTA LANE AND BAND STAR WAY

PROJECT NAME:  
 NAKANO

ORIGINAL DATE: 9/15/2021  
 SHEET 7 OF 20  
 DEP #

A number of discretionary actions would be required to implement the project as planned. The required discretionary actions are listed below by agency, in the general order the various actions would occur.

### **City of Chula Vista**

- Certify the Nakano Project EIR.
- Amend to the City of Chula Vista General Plan to remove the Open Space (OS) designation and designate the project site as Specific Plan – Residential Medium to allow residential development at a density range of 6.1 to 11 dwelling units per acre.
- Adopt the City of Chula Vista Nakano Specific Plan to establish the land use, intensity, development regulations, design standards, and primary infrastructure components needed to support development of the site.
- Approve a Tentative Map to subdivide the property as a condominium project as defined by Section 4125 of the Civil Code of the State of California and as filed pursuant to the Subdivision Map Act.
- Adopt CEQA Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.
- Adopt a Resolution of Support for City of San Diego’s Application to LAFCO consenting to the Reorganization.
- Approve an Annexation Agreement outlining the process by which the Nakano Project would be processed and annexed into San Diego. This is a legislative act to be accomplished by Ordinance with related additional public noticing requirements.

### **City of San Diego**

After approval of the Chula Vista discretionary actions, the City of San Diego could proceed with the following actions, prior to LAFCO approvals:

- Adopt a Prezoning Ordinance delineating the zoning territory not yet incorporated into the City of San Diego as Residential Multiple Unit 1-1 (RM-1-1). The Prezone would be initiated by and receive a recommendation from the Planning Commission. The Prezone Ordinance would require City Council approval and would not be effective until after the effective date of the LAFCO approval of the Nakano Reorganization.
- Amend the City of San Diego General Plan to designate the site Residential.
- Amend the Otay Mesa Community Plan to designate the site as Residential – Low Medium.
- Adopt Site Development Permit (SDP) Findings as required by SDMC Section 126.0505 for the off-site primary and secondary emergency only access roads currently within the City of San Diego.
- Approve Multiple Species Conservation Program Subarea Plan Amendment to include the property within the City of San Diego Subarea Plan, which is solely a City of San Diego administrative amendment.
- Approve a Resolution of Application to LAFCO.
- Approve an Annexation Agreement outlining the process by which the Nakano Project would be processed and annexed into San Diego.
- Approve a City of San Diego sewer easement vacation pursuant to Section 66434(G) of the Subdivision Map Act.

- Adopt an uncodified ordinance allowing site development to proceed after annexation. The uncodified ordinance would ensure project consistency with the Land Development Code and applicable City of San Diego requirements including:
  - SDP Findings as required by SDMC 126.0505 for the project site.
  - Approval of deviations from the SDMC for the RM-1-1 Zone regulation to allow:
    - A 10-foot side yard setback where up to 50 percent of the length of the building envelope on one side of the premises may observe the minimum 5-foot side setback, provided the remaining percentage of the building envelope length observe at least the standard side setback of feet 5 feet or 10 percent of the lot width (100 feet), whichever is greater pursuant to SDMC 131.0443(d)(2)(A).
    - Retaining wall heights outside the required yard of up to 24 feet where the maximum allowed is 12 feet pursuant to SDMC 142.0340(e).
- Wetland Deviation findings based on the Biologically Superior Option in accordance with SDMC Section 143.0150 for the portion of the project site.
- Amend the City of San Diego City Council District Boundary to incorporate the project site into District 8.
- Annex the site into the Ocean View Hills Maintenance Assessment District.

**LAFCO**

- Approve a City of San Diego, City of Chula Vista and Otay Water District Sphere of Influence Revision.
- Approve a resolution to detach the site from the City of Chula Vista and Otay Water District.
- Remove the site from the City of Chula Vista and annex the site to the City of San Diego.

**OWD**

- Prior to submittal of a LAFCO application OWD to provide a Resolution or Letter of Support to remove the property from the Otay Water District boundaries and annex the property into the City of San Diego for water services.

**SAN DIEGO GAS & ELECTRIC**

- Approve SDG&E easement vacations along the northern and eastern property line as shown on the Tentative Map. Easement vacations would be vacated pursuant to Section 66434(G) of the Subdivision Map Act.



## 3.2 Purpose for Reorganization

Topographically, the annexation of the property to the City of San Diego is a logical extension of City Services due to environmental constraints that would limit the City of Chula Vista's ability to directly service the property. Referring back to Figure 1 on page 4 above, the property is located on the south side of the Otay River Valley and is without adequate access across the river to the property from the improved areas located on the north side of the river in the City of Chula Vista. A bridge or other improvement would need to be constructed in order to cross the river and provide direct access to the City of Chula Vista. Such improvements would impact environmentally sensitive lands. Emergency services would also be most likely to be dispatched by the City of San Diego since their resources are located much closer to the property. Existing Land Use Onsite

The site has historically been used for agriculture (crops), but has been vacant since approximately 2006. The existing A-8 zoning permits agricultural and other related uses. The northern two-thirds of the 23.8 acres site contains former agricultural land, building foundations and dirt roads. Diegan coastal sage scrub and disturbed habitat occur in the southern portion of the site, southern willow scrub and mule fat scrub occur along the drainage in the southeastern quarter of the site, and eucalyptus trees occur along the western perimeter of the site.

Several utilities and their easements exist onsite. A 30-inch reclaimed water line exists along the eastern boundary. An SDG&E above-ground power line also extends along the southern boundary. A 27-inch sewer pipeline extends from the northeast corner in a southwest direction to the former location of buildings onsite, and an existing 18" sewer pipeline along the western site boundary. A 12-inch abandoned water line is located offsite adjacent to the eastern site boundary.

The majority of the site is located on the Otay River terrace and is relatively flat. The southern section of the study area is an uphill slope. Elevations within the proposed development area range from approximately 97 feet above mean sea level (AMSL) in the northern section to approximately 180 feet AMSL in the southern portion. Steep hillsides (i.e., greater than 25 percent and over 50 feet vertical elevation) are located in the southern area of the site.

### Surrounding Land Use

As shown on Figure 1 on page 4, surrounding land uses include multi-family homes to the east, medical offices to the south, I-805 to the west and vacant property to the north. The former Shinohara II burn ash site is located to the northeast of the project in the City of Chula Vista along the Otay River. The Shinohara II site was used to dispose of 34,000 cubic yards of lead-contaminated burn ash from the South Bay Municipal Refuse Site, an old burn dump located at the intersection of Palm Avenue and I-805 (California Integrated Waste Management Board 2000).<sup>1</sup> Other properties in the vicinity, including the Davies property directly north of the

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<sup>1</sup> Adjacent to or within the proximity of the Nakano site is the Shinohara II burn ash site, which is comprised of APNs 644-042-10-00 and 644-042-02-00. These parcels are owned by a trust and the City of Chula Vista, respectively, and are neither part of the Nakano site nor subject to the contemplated annexation. Ownership of these parcels, and any and all associated responsibilities to/from the proximity of the referenced burn site, including but not limited to site maintenance, inspections, regulatory or financial oversight, shall remain the responsibility of these owners, and not Tri Pointe Homes.

proposed site, also used burn ash for fill. The Otay River is located approximately 340 feet north of the northwestern corner of the site and 570 feet north of the northeastern corner of the site.

### **3.2.1 Dennery Ranch Precise Plan**

The Dennery Ranch Precise Plan established the standards, guidelines and procedures for developing approximately 245 acres of land located east of the subject property in the City of San Diego; the project site currently lies immediately adjacent but outside the boundaries of the Precise Plan. The Precise Plan allows for a mix of land uses. The adopted Precise Plan entitled up to 1,329 residential units, a neighborhood park, an elementary school, and 65 acres of open space that includes 50 acres of natural open space.

With the exception of the population-based public facilities, those being parks, libraries, and those recreational facilities located at the community park sites, the infrastructure required to support the development approved with the Dennery Ranch Precise Plan was sized based on the anticipated development identified in the Precise Plan. This infrastructure would include streets, freeway interchanges, backbone water and sewer facilities, police and local fire facilities.

While the adopted Precise Plan allowed for 1,329 residential units, the actual buildout of the Precise Plan area has resulted in fewer units being constructed. Currently, there are 1,191 units constructed, including the 73 units identified as Las Casitas. Consequently, the total number of residential units in the Precise Plan area is 138 units less than what was originally entitled.

## **4.0 Discussion of Facility Needs**

### **4.1 Emergency Services**

As discussed below, the changes required to serve fire and police protection demand related to the proposed project would be associated with additional staff rather than the expansion of existing facilities or the construction of new ones. In the absence of physical changes in the environment, Sections 15126.2(a) and 15382 of the CEQA Guidelines do not require environmental impacts associated with these two services be addressed in the EIR. However, the following discussion is included to assist LAFCO in evaluating the reorganization application.

#### **4.1.1 Police**

Upon annexation into the City of San Diego, the proposed project would be located in the City of San Diego's community of Otay Mesa and would be serviced by the San Diego Police Department. The proposed project would be within Beat 725 of the Police Department's Southern Division. Southern Division provides police services to the following communities: Tijuana River Valley, San Ysidro, Otay Mesa, Border, Egger Highlands, Nestor, Otay Mesa West, Palm City, and Ocean Crest.

#### Police Operational Requirements

The Police Department currently utilizes a five-level priority dispatch system, which includes priority E (Emergency), One, Two, Three and Four. The calls are prioritized by the phone

dispatcher and routed to the radio operator for dispatch to the field units. The priority system is designed as a guide, allowing the phone dispatcher and the radio dispatcher discretion to raise or lower the call priority as necessary based on the information received. Priority “E” and priority One calls involve serious crimes in progress or those with a potential for injury.

The 2009 average response time for Beat 725 are 6.41 minutes for emergency calls, and 12.74 minutes for priority one calls, 23.61 minutes for priority two calls, 64.38 minutes for priority three calls and 64.43 minutes for priority four calls.

The department’s goal response times are 7 minutes for emergency calls, 14 minutes for priority one calls, 27 minutes for priority two calls, 80 minutes for priority three calls and 90 minutes for priority four calls. The FY 2022 citywide average response time for the same period were 6.7 minutes for emergency calls, 38.1 minutes for priority one calls, 133.3 minutes for priority two calls, 216.6 minutes for priority three calls and 97.6 minutes for priority four calls during that same time period. The department strives to maintain the response time goals as one of various other measures used to assess the level of service to the community.

The current budgeted staffing ratio for police officers to population is 1.45 officers per 1,000 residents based on 2010 estimate residential population of 1,376,173 and a budgeted strength of 1,991 police officers (FY2011). The department goal is to have 1.45 officers per 1,000 residents. The ratio is calculated using the department total to take into account the support and investigative positions within the department. This ratio does not include the significant population increase resulting from employees who commute to work in the community or those visiting.

A new police substation is included in the Otay Mesa Public Facilities Financing Plan (PFFP) Fiscal Year 2014 as Project No. PO-2. The FY 2014 version of the PFFP projected that this police station would be constructed in FY 2044/45. This future project would include a 20,000 square-foot police substation.

The Otay Mesa FBA/DIF fees collected from the Nakano project will be used, in part, to finance this new police substation and to contribute its fair share of the cost of the existing substation for Southern Division.

#### **4.1.2 Fire**

The City of San Diego Fire Department provides fire protection and emergency medical services within the City of San Diego and would provide any fire and emergency medical service associated with the proposed project.

##### Fire Facility Requirements

Currently, San Diego Fire Station No. 6 is the closest station to the project site and would provide the primary response in a fire or medical emergency. [If the subject property was improved without reorganization, it is most likely that the City of San Diego would still be the first responder to any emergency call because of the property’s proximity to the City of San Diego’s facilities.] The subject station is located approximately 1.4 miles from the proposed site. Fire Station No. 6 has a three-person Engine Company per each 24-hour shift. The fire equipment at this station includes a fire engine which is a pumper which usually carries 500 gallons of water, hose, pump and 48 feet of ground ladders.

Fire and emergency medical services are also provided by other agencies within the area. Mutual aid agreements are in place with neighboring fire agencies which typically include interdependencies and are primarily associated with the peripheral edges of each agency's boundary.

Chula Vista Fire Departments Stations No. 9 and No. 5 as well as San Diego Fire Station no. 29 are available to provide secondary response to the Project.

Based on the Nakano Fire Protection Plan, prepared by Dudek in June 2022, the following tables are taken from that report and show Project Emergency Response times for all four fire stations. The response times were calculated by Dudek using the Speed Limit Formula and using the ISO Formula as shown in the tables below:

| <b>Emergency Response Analysis using the Speed Limit Formula</b> |                                   |                               |                             |                            |                            |
|--|-----------------------------------|-------------------------------|-----------------------------|----------------------------|----------------------------|
| <b>Station</b>   | <b>Travel distance to project</b> | <b>Travel time to project</b> | <b>Max. travel distance</b> | <b>Maximum Travel time</b> | <b>Total Response Time</b> |
| Station 6  | 1.0 mile                          | 1 min 43 sec                  | 1.4 miles                   | 2 min 24 sec               | 4 min 24 sec               |
| Station 9  | 2.6 miles                         | 4 min 28 sec                  | 3.0 miles                   | 5 min 8 sec                | 7 min 8 sec                |
| Station 29   | 3.2 miles                         | 5 min 29 sec                  | 3.6 miles                   | 6 min 10 sec               | 8 min 10 sec               |
| Station 5  | 3.5 miles                         | 6 min                         | 3.9 miles                   | 6 min 41 sec               | 8 min 41 sec               |

| <b>Emergency Response Analysis using the ISO Formula</b> |                                   |                               |                             |                            |                            |
|--|-----------------------------------|-------------------------------|-----------------------------|----------------------------|----------------------------|
| <b>Station</b>   | <b>Travel distance to project</b> | <b>Travel time to project</b> | <b>Max. travel distance</b> | <b>Maximum Travel time</b> | <b>Total Response Time</b> |
| Station 6  | 1.0 mile                          | 2 min 21 sec                  | 1.4 miles                   | 3 min 2 sec                | 5 min 2 sec                |
| Station 9  | 2.6 miles                         | 5 min 4 sec                   | 3.0 miles                   | 5 min 45 sec               | 7 min 45 sec               |
| Station 29   | 3.2 miles                         | 6 min 5 sec                   | 3.6 miles                   | 6 min 46 sec               | 8 min 46 sec               |
| Station 5  | 3.5 miles                         | 6 min 36 sec                  | 3.9 miles                   | 7 min 17 sec               | 9 min 17 sec               |

All response calculations are based on an average response speed of 35mph, consistent with nationally recognized National Fire Protection Association (NFPA) 1710. Based on these calculations, the Project would meet the City of San Diego response time standards for existing fire stations.

### Proposed Fire Station

The adopted Public Facilities Financing Plan for Otay Mesa identifies a new fire station, Fire Station no. 49, to be built in Otay Mesa. This new station, identified as project no. F-2 in the Financing Plan, would relocate Fire Station No. 6 to a site on Ocean View Hills Parkway, just east of the intersection of Playa Del Sol Boulevard. This new station, together with its rolling stock, equipment, and furnishings, is to be fully funded by the DIF/ Facilities Benefit Assessment (FBA) which is imposed on all new development. This new station will be located even closer to the subject property than existing Station No. 6.

The proposed project must comply with the following City of San Diego and Fire Department requirements per the Municipal Code and standard City procedures: (1) the Fire Department will approve all project plans, including fire hydrant spacing, emergency vehicle access and circulation/parking accommodations on-site and brush management; (2) access to fire hydrants and fire flows/emergency water supply will be maintained to the satisfaction of the Fire Department in order to respond to a fire emergency during project construction; and (3) the Fire Prevention Bureau will visit the site to determine if the proposed project site plan generally complies with the City fire code.

The proposed project would result in the occurrence of some level of additional calls for service to the City of San Diego Fire Department. The City of San Diego acquired the fire station site from Tri Pointe Homes in 2022. Based on the CIP sheet from the Fiscal Year 2022 Adopted Budget, design is anticipated to begin in FY 2023 contingent upon the identification of funds and construction will be scheduled after design is complete.

This project provides for an approximately 13,000 sf double house fire station and will accommodate 3 apparatus bays and one fire engine and have a training room.

The Otay Mesa FBA/DIF fees collected from the Nakano project will be used, in part, to finance this new Fire Station no. 49 and to contribute its fair share of the cost of constructing existing Fire Station no. 43.

## **4.2 Transportation/Circulation**

A local mobility analysis for the proposed residential use project was prepared by Los Engineering, Inc. on November 2, 2022. The analysis evaluates the proposed project's impact on traffic and circulation. The results and conclusions are summarized herein.

Dennery Road would provide access to and from the project site. Dennery Road is classified as a 4-Lane Collector, between Regatta Lane and Red Fin Lane, located southeast of the project site and provides access to Palm Avenue, a major road, and to I-805. Within the project site, a series of private drives (A through F, and H) is planned to provide internal circulation. Private Drive A would be the main private drive running through the Specific Plan Area and would connect to Dennery Road with right-in/right-out movements. A San Diego Gas and Electric access road is

proposed from Private Drive A, to allow access to San Diego Gas and Electric facilities. Private Drives B through E would branch off of Private Drive A in easterly and westerly directions. Private Drive F would be an east-west roadway that would connect to Private Drives E and H.

Secondary, emergency only, access would be provided via an accessible 20-foot-wide emergency use road located in the northeastern portion of the project site that would enable emergency-only travel to the east through the adjacent residential community in the City of San Diego. The emergency access road would be gated with fire department approved gates that allow entry for fire personnel at all times.

## **4.2.1 Existing Conditions**

### **Existing Roadway Facilities**

The proposed project is located to the northwest of Dennery Road, north of Palm Avenue/Ocean View Hills Parkway and east of I-805. Access to the site would be gained via a new connection with Dennery Road.

### **Existing Street Segment Operations**

Existing street segment operations in the project vicinity are characterized based on an analysis of level of service (LOS). Roadway LOS is a term used to describe operating conditions with respect to criteria including vehicle speeds, travel time, maneuverability and safety. The determination of LOS for individual roadway segments is based on the number of lanes and 24-hour traffic volumes, represented as average daily traffic (ADT). LOS designations range from A to F, with LOS A representing the best-case scenario and LOS F representing the worst-case scenario. Generally, LOS A through C represents free-flowing traffic conditions with little or no delay. LOS D represents limited congestion and some delay that is acceptable to most people. LOS E and F represent significant delays on local streets that are generally unacceptable for urban design purposes.

### **Palm Avenue**

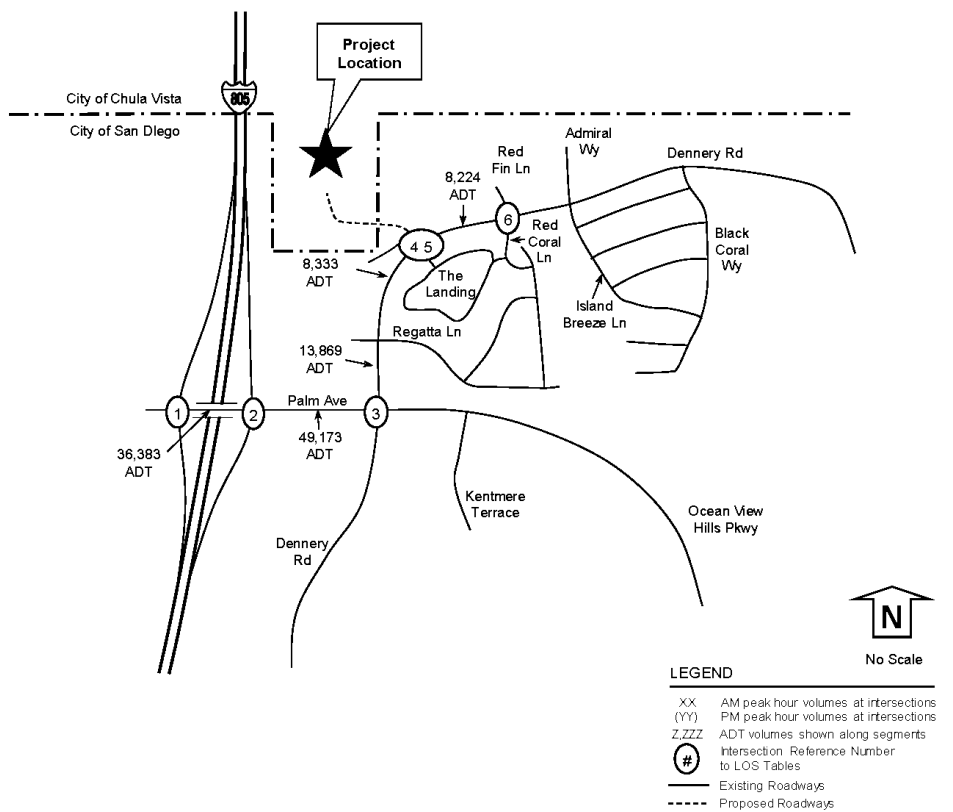
Palm Avenue is located south of the project site and is an east-west roadway that runs from the Pacific Ocean, located approximately 5.5 miles to the west of the site, to its intersection with Dennery Road, where it then turns into Ocean View Hills Parkway. Palm Avenue from I-805 SB ramps to I-805 NB ramps is classified as a 6-Lane Prime in the City of San Diego Otay Mesa-Nestor Community Plan, December 1996. Palm Avenue from I-805 NB ramps to Dennery Road is classified as a 7-Lane Prime in the City of San Diego Otay Mesa Community Plan Update, March 2014. Palm avenue from I-805 SB ramps to I-805 NB ramps is constructed as a four lane undivided roadway with a center double-double yellow striping. There are Class II bike lanes in each direction. On street parking is prohibited on both sides. From I-805 NB ramps to Dennery Road, Palm Avenue is currently constructed as a 7 lane divides roadway. There are Class II bike lanes in each direction and on street parking is prohibited on both sides. A posted speed limited was not observed, however west of the I-805 the posted speed limit is 35 mph. From I-805 NB

ramps to Dennery Road, this roadway currently operates at LOS C. From I-805 SB ramps to I-805 NB ramps, the roadway operates at LOS E.

### **Dennery Road**

Dennery Road traverses generally north-south from its southern terminus at Del Sol Boulevard to the project site, where it turns and continues in a generally east-west direction to Topsail Drive. Dennery Road is classified as a 4-Lane Major between Palm Avenue and Regatta Lane and as a 4-Lane Collector between Regatta Lane and Red Fin Lane/ Red Coral Lane in the Otay Mesa Community Plan Update, March 2014. Dennery Road between Palm Avenue and Red Fin Lane/ Red Coral Lane is constructed as a four-lane divided roadway with Class II bike lanes in each direction. On street parking is prohibited on both sides of the roadway and the posted speed limit is 35mph. Dennery Road currently operates at LOS A between Red Coral Lane and Palm Avenue/Ocean View Hills Parkway.

**Figure 6: Existing Volumes**



|  |              |              |               |                      |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|--|--------------|--------------|---------------|----------------------|----------------------|--------------|---|---|---|--------------|--------------|---|--|---|--------------|--|----------|--------------|--|---|----------------------|----------------|---|---|--------------|----------------|--|---|--|------------|--|----------|------------|----------|----------|-------------|-------------|---|---|---|----------|-------------|---|--|---|--------------|--|----------|--------------|------------|------------|----------|--------------|---|---|------------|------------|--------------|---|--|----------|--------------|--------------|--|--|----------|--------------|--|--|--|--|--------------|--|--|--|--|-------------|--|--|--|--|--------------|--|------------------|----------|--------------|--|----------|----------|---|---|---|--|--|---|--|---|--|--|--|--|--|--------------|
| <table border="1"> <tr> <td>Palm Ave</td> <td>610<br/>(813)</td> <td>2<br/>(5)</td> <td>759<br/>(1188)</td> <td>I-805<br/>SB<br/>Ramps</td> </tr> <tr> <td>939<br/>(817)</td> <td>→</td> <td>①</td> <td>←</td> <td>356<br/>(444)</td> </tr> <tr> <td>187<br/>(149)</td> <td>↓</td> <td></td> <td>↑</td> <td>273<br/>(394)</td> </tr> </table>  | Palm Ave     | 610<br>(813) | 2<br>(5)      | 759<br>(1188)        | I-805<br>SB<br>Ramps | 939<br>(817) | → | ① | ← | 356<br>(444) | 187<br>(149) | ↓ |  | ↑ | 273<br>(394) | <table border="1"> <tr> <td>Palm Ave</td> <td>678<br/>(471)</td> <td></td> <td></td> <td>I-805<br/>NB<br/>Ramps</td> </tr> <tr> <td>1100<br/>(1514)</td> <td>→</td> <td>②</td> <td>←</td> <td>1102<br/>(1268)</td> </tr> <tr> <td></td> <td>↑</td> <td></td> <td>↓</td> <td>512<br/>(740)</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>91<br/>(130)</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>3<br/>(4)</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>299<br/>(454)</td> </tr> </table> | Palm Ave | 678<br>(471) |  |   | I-805<br>NB<br>Ramps | 1100<br>(1514) | → | ② | ←            | 1102<br>(1268) |  | ↑ |  | ↓          | 512<br>(740)   |          |            |          |          | 91<br>(130) |             |   |   |   | 3<br>(4) |             |   |  |   | 299<br>(454) | <table border="1"> <tr> <td>Palm Ave</td> <td>334<br/>(419)</td> <td>80<br/>(57)</td> <td>28<br/>(62)</td> <td>Denny Rd</td> </tr> <tr> <td>574<br/>(553)</td> <td>→</td> <td>③</td> <td>←</td> <td>53<br/>(58)</td> </tr> <tr> <td>458<br/>(304)</td> <td>↓</td> <td></td> <td>↑</td> <td>515<br/>(651)</td> </tr> <tr> <td>364<br/>(227)</td> <td></td> <td></td> <td></td> <td>200<br/>(182)</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>786<br/>(474)</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>111<br/>(54)</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>236<br/>(223)</td> </tr> </table> | Palm Ave | 334<br>(419) | 80<br>(57) | 28<br>(62) | Denny Rd | 574<br>(553) | → | ③ | ←          | 53<br>(58) | 458<br>(304) | ↓ |  | ↑        | 515<br>(651) | 364<br>(227) |  |  |          | 200<br>(182) |  |  |  |  | 786<br>(474) |  |  |  |  | 111<br>(54) |  |  |  |  | 236<br>(223) | <table border="1"> <tr> <td>Project Driveway</td> <td>0<br/>(0)</td> <td>486<br/>(254)</td> <td></td> <td>Denny Rd</td> </tr> <tr> <td>0<br/>(0)</td> <td>→</td> <td>④</td> <td>←</td> <td></td> </tr> <tr> <td></td> <td>↓</td> <td></td> <td>↑</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>162<br/>(435)</td> </tr> </table> | Project Driveway | 0<br>(0) | 486<br>(254) |  | Denny Rd | 0<br>(0) | → | ④ | ← |  |  | ↓ |  | ↑ |  |  |  |  |  | 162<br>(435) |
| Palm Ave   | 610<br>(813) | 2<br>(5)     | 759<br>(1188) | I-805<br>SB<br>Ramps |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| 939<br>(817)   | →            | ①            | ←             | 356<br>(444)         |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| 187<br>(149)   | ↓            |              | ↑             | 273<br>(394)         |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| Palm Ave   | 678<br>(471) |              |               | I-805<br>NB<br>Ramps |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| 1100<br>(1514)   | →            | ②            | ←             | 1102<br>(1268)       |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  | ↑            |              | ↓             | 512<br>(740)         |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | 91<br>(130)          |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | 3<br>(4)             |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | 299<br>(454)         |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| Palm Ave   | 334<br>(419) | 80<br>(57)   | 28<br>(62)    | Denny Rd             |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| 574<br>(553)   | →            | ③            | ←             | 53<br>(58)           |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| 458<br>(304)   | ↓            |              | ↑             | 515<br>(651)         |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| 364<br>(227)   |              |              |               | 200<br>(182)         |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | 786<br>(474)         |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | 111<br>(54)          |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | 236<br>(223)         |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| Project Driveway   | 0<br>(0)     | 486<br>(254) |               | Denny Rd             |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| 0<br>(0)   | →            | ④            | ←             |                      |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  | ↓            |              | ↑             |                      |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | 162<br>(435)         |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| <table border="1"> <tr> <td>Denny Rd</td> <td></td> <td></td> <td></td> <td>The Landing Driveway</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>30<br/>(11)</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>486<br/>(254)</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>⑤</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>145<br/>(394)</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>17<br/>(41)</td> </tr> </table> | Denny Rd     |              |               |                      | The Landing Driveway |              |   |   |   | 30<br>(11)   |              |   |  |   | 486<br>(254) |  |          |              |  | ⑤ |                      |                |   |   | 145<br>(394) |                |  |   |  | 17<br>(41) | <table border="1"> <tr> <td>Denny Rd</td> <td>70<br/>(38)</td> <td>5<br/>(5)</td> <td>1<br/>(1)</td> <td>Red Fin Ln</td> </tr> <tr> <td>37<br/>(114)</td> <td>→</td> <td>⑥</td> <td>←</td> <td>3<br/>(3)</td> </tr> <tr> <td>75<br/>(217)</td> <td>↓</td> <td></td> <td>↑</td> <td>246<br/>(127)</td> </tr> <tr> <td>6<br/>(30)</td> <td></td> <td></td> <td></td> <td>1<br/>(5)</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>56<br/>(36)</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>5<br/>(3)</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>1<br/>(4)</td> </tr> </table> | Denny Rd | 70<br>(38) | 5<br>(5) | 1<br>(1) | Red Fin Ln  | 37<br>(114) | → | ⑥ | ← | 3<br>(3) | 75<br>(217) | ↓ |  | ↑ | 246<br>(127) | 6<br>(30)  |          |              |            | 1<br>(5)   |          |              |   |   | 56<br>(36) |            |              |   |  | 5<br>(3) |              |              |  |  | 1<br>(4) |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| Denny Rd   |              |              |               | The Landing Driveway |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | 30<br>(11)           |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | 486<br>(254)         |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | ⑤                    |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | 145<br>(394)         |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | 17<br>(41)           |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| Denny Rd   | 70<br>(38)   | 5<br>(5)     | 1<br>(1)      | Red Fin Ln           |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| 37<br>(114)  | →            | ⑥            | ←             | 3<br>(3)             |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| 75<br>(217)  | ↓            |              | ↑             | 246<br>(127)         |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
| 6<br>(30)  |              |              |               | 1<br>(5)             |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | 56<br>(36)           |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | 5<br>(3)             |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |
|  |              |              |               | 1<br>(4)             |                      |              |   |   |   |              |              |   |  |   |              |  |          |              |  |   |                      |                |   |   |              |                |  |   |  |            |  |          |            |          |          |             |             |   |   |   |          |             |   |  |   |              |  |          |              |            |            |          |              |   |   |            |            |              |   |  |          |              |              |  |  |          |              |  |  |  |  |              |  |  |  |  |             |  |  |  |  |              |  |                  |          |              |  |          |          |   |   |   |  |  |   |  |   |  |  |  |  |  |              |



## **Existing Intersection Operations**

As required by the City of San Diego, the analysis of peak hour intersection performance was based on 6<sup>th</sup> Edition Highway Capacity Manual (HCM) operational analysis procedures. Intersection LOS is based on the total estimated seconds of vehicle delay, and is given a designation between A and F, with A representing the least delay and F representing the greatest delay. As described in the LOS Engineering, Inc. 2022 LMA Study, some analyzed intersections operate at LOS D or better during the AM and/or PM peak hour periods, which is considered acceptable. The intersection at Palm Avenue and Dennery Road operates at LOS E during AM and PM peak hours.

Under existing conditions, all but two analyzed intersections and roadway segments operate at LOS D or better. The signalized intersection at Palm Avenue and Dennery Road operates at LOS E and the existing street segment of Palm Avenue between the I-805 SB ramps and NB ramps also operates at LOS E. These conditions are summarized in the Local Mobility Study.

### **4.2.2 Conditions Following Reorganization**

#### **Proposed Condition without Project in opening year 2024**

Under proposed conditions in the opening year without the Nakano project, all but three analyzed intersections and roadway segments operate at LOS D or better.

The signalized intersection at Palm Avenue and Dennery Road will operate at LOS E in the morning and at LOS F in the afternoon. The intersections of Palm Avenue and I-805 SB ramps and Palm Avenue at NB ramps will operate at a LOS E in the afternoon and the street segment of Palm Avenue between I-805 SB ramps to NB ramps will operate at LOS E.

#### **Proposed Condition with Project in opening year 2024**

Under the proposed condition in the opening year with the project, the project adds more than 50 peak hour turn moves or more than 500 daily trips to the study locations forecasted to operate at LOS E/F; and/or has the potential to exceed the existing turn lane storage capacities at the following locations:

- 1) Intersection of Palm Ave/I-805 SB Ramps:
  - a) Project would add 9PM Westbound lefts under LOS E and exceed existing storage under the Opening Year 2024 plus Project and under Horizon Year 2062 plus Project conditions.
  - b) No improvements are proposed because Caltrans has a circulated Environmental Assessment and a Ready to List (RTL) date of 6/1/2023.
- 2) Intersection of Palm Ave/Dennery Road.
  - a) Project would add 25AM & 109 PM Eastbound lefts under LOS F and exceed failing storage under Opening Year 2024 plus Project and Horizon Year 2062 plus Project conditions.
  - b) Project would add 100AM & 47 PM Southbound rights under LOS F and exceed existing storage under Opening Year 2024 plus Project and Horizon Year 2062 plus Project conditions.
  - c) City criteria states if project adds traffic and causes the 95<sup>th</sup> percentile queue to exceed storage, then consider lengthening the pocket. The Owner/Permittee proposes to extend

the left turn bay storage by an additional 80 feet to accommodate the forecasted 95<sup>th</sup> percentile queue. No improvement is proposed for the existing SB single right-turn lane because the total peak hour right turns do not exceed the City's criteria of 800 right turns to consider adding second right turn lane.

- 3) Intersection of Dennery Road/Red Coral Lane/Red Fin Lane:
  - a) Project would add 130PM peak hour EB U-turning vehicles and is forecasted to exceed the left turn storage bay of approximately 190 feet under Horizon Year 2062 plus Project conditions.
  - b) The Owner/Permittee proposes to extend the left turn bay storage by an additional 50 feet to accommodate the forecasted 95<sup>th</sup> percentile queue
- 4) Segment of Palm Ave between I-805 SB Ramps and I-805 NB Ramps:
  - a) Project adds 932 daily trips (2.5% of the total daily volume) under forecasted LOS E conditions on the existing 4 lane roadway under with Project Opening Year conditions.
  - b) Project adds 932 daily trips (2% of the total daily volume) under forecasted LOS F conditions after the Caltrans bridge widening under with Project Horizon Year conditions.
  - c) A fair share of 2.5% is proposed toward planned Caltrans Palm Avenue bridge widening to a 5 Lane Major configuration anticipated to be completed after year 2024.
  - d) No improvements are proposed because Caltrans has a circulated Environmental Assessment and a Ready to List (RTL) date of 6/1/2023.

In addition to these improvements that will be conditions of the Nakano project, the Otay Mesa FBA/DIF fees collected from the Nakano project will be used, in part, to finance the network of road improvements identified in the Otay Mesa Public Facilities Financing Plan and to contribute its fair share of the cost of constructing the roadway improvements completed to date.

### **4.3 Public Utilities**

The following discussion is based on the Water System Analysis for the Nakano project, prepared by Dexter Wilson Engineering, Inc. on June 21, 2022 and the Sewer Study for the Nakano project, prepared by Dexter Wilson on June 21, 2022.

#### **4.3.1 Water**

##### **Existing Conditions**

The proposed project site is currently within the OWD.

Physically, the OWD receives potable water from Pipeline Number (No.) 4 of the Second San Diego County Aqueduct and the La Mesa Sweetwater Extension (LMSE). The Otay WD potable water infrastructure consists of five primary operating systems; La Presa, Hillsdale, Regulatory, Central Area, and Otay Mesa Systems. Although the project site is located outside of these service systems, it would most likely be served by the Otay Mesa System.

The Otay Mesa System potable water demand is projected to increase from 35,288 acre-feet per year (afy) in 2005 to 75,108 afy in 2030. According to the Integrated Resource Plan OWD (2007), there is currently sufficient capacity to meet all OWD future demands through purchases of imported water from SDCWA.

As shown on the site plan, a 12-inch water line in the 365 Zone exists in Dennery Road. There is also 42-inch diameter transmission water line located in Dennery Road. However, this 42-inch transmission line is in the 490 Zone.

A 12-inch water line extends along the eastern site boundary that was previously used to transfer water between the City of San Diego 42-inch line and OWD in emergency situations.

### **Following Reorganization**

The City of San Diego would provide potable water service for the site upon annexation.

As described on the Water System Analysis for the Nakano project in the City of Chula Vista, prepared on June 21, 2022 by Dexter Wilson Engineering, Inc., about 400 feet of a new 12 inch 365 Zone public water main will be constructed in Dennery Road from the existing water regulating station that is located at Sand Star Way to the entrance of the Nakano project. This 12 inch main will tie into the existing 12 inch main in Dennery Road, located east of Sand Star Way. The proposed parallel 12 inch water main is necessary because the existing public water system is unable to supply the required fire hydrant flow. With the proposed parallel 12 inch water main, the fire flow requirement for the Nakano project will be satisfied.

Within the Nakano subdivision, a private domestic water system will be constructed that will consist of 8 inch, 6 inch and 4 inch water mains that will tie into the existing 12 inch water main in Dennery Road.

The private fire protection system will consist of a dual 8 inch fire service pipes that will tie into the existing 12inch water main and the new 12 inch water main in Dennery Road.

The Nakano project would not have a significant impact on water supply or facilities for the city of San Diego.

### **4.3.2 Sewer**

Upon annexation into the City of San Diego, the proposed project sewage waste would be conveyed to the Otay Mesa Trunk Sewer, which is operated by the City of San Diego. A sewer line currently extends east to west across the northern portion of the proposed site.

#### **Project Sewer**

#### **Existing Conditions**

The existing public sewer facilities that are located in the vicinity of the Nakano project include the City of San Diego Otay Valley Trunk Sewer which consists of a 27 inch gravity sewer main and an 18 inch gravity line which are located within the project site.

#### **Proposed Conditions**

Based on the sewer study for the Nakano project, prepared by Dexter Wilson Engineering, dated June 21, 2022, upon annexation to the City of San Diego and de-annexation from the City of Chula Vista and the Otay Water District, the proposed onsite 12 inch private sewer system would connect into the City of San Diego 27 inch Otay Valley Trunk Sewer which crosses the Otay River and extends onto the project site. A portion of the existing 18 inch and 27 inch gravity Otay Valley Trunk Sewer will have to be relocated into an easement along the north side of the

project boundary. Wastewater from the site would gravity flow from the proposed 12 inch private sewer to the proposed public sewer.

Based on current METRO regionwide Otay Mesa and Otay Valley sewer analyses, the Otay Valley Trunk Sewer has enough capacity available for the Nakano project to connect.

## **4.4 Population-based Improvements**

### **4.4.1 Libraries**

Library improvements are a “population-based” public improvement. In Otay Mesa, based on the adopted algorithm for public facility financing plans, only residential development is called upon to finance new library improvements. Otay Mesa is currently served by the existing library in the adjacent community of Nestor. Almost \$2,000,000 in FBA funds from Otay Mesa have already been expended to expand this library facility. In addition, the Public Facilities Financing Plan has identified a new library project, project no. L-2, which calls for a new Branch Library for Otay Mesa. This project will be funded entirely by FBA funds collected from new residential development.

Following annexation, the Otay Mesa FBA/DIF fees collected from the Nakano project, will be used, in part, to finance this new branch library and to contribute its fair share of the cost of improvements to the existing library at Nestor.

### **4.4.2 Park Improvements**

Park improvements, like libraries, are also “population-based” public improvements. As such, only residential development is called upon to finance new park improvements. Numerous park improvements are planned for the Otay Mesa community. One such park project is the Dennery Ranch Neighborhood Park, which is included in the Otay Mesa Public Facilities Financing Plan as project no. P-2.

This neighborhood park is currently under design and will be located just east of the Nakano project on Dennery Road.

To satisfy the population-based park requirements, the Project would pay the Citywide Park Development Impact Fee (CPDIF) to the City of Diego. Based on the residential unit mix of the project, the CPDIF would range from \$13,841 to \$15,379, depending on the square footage of each unit.

The project would emphasize trail connections to the OVRP for both residents and members of the surrounding community. An existing trail connection running along the western side of the project site would be retained and enhanced with decomposed granite surfacing to provide connection to the OVRP trail system. This existing trail would be separated from the development area by a small retaining wall and a composite split rail fence. Within the project site, a sidewalk would parallel the existing trail access adjacent to the private drive. In addition to the north-south trail connection, the project would provide connections to an east-west connection to the OVRP trail system. In addition to the existing western trail access that would remain, the project would provide two additional trail connections to the east-west trail north of the project boundary.

## 5.0 Conclusion

The proposed reorganization of the Nakano Property can be accomplished without the need to expand any public facilities serving this area of the Otay Mesa Community in the City of San Diego. Approval of the Nakano Reorganization will help to provide additional housing opportunities and support the implementation of the OVRP. All circulation element roadways are existing and have been constructed to their ultimate width requirements. Police and Fire facilities are existing and adequate to provide service to the subject property. While the project itself would not directly lead to the need for new Fire facilities, the project would contribute to the cumulative environmental impact related to fire service. This contribution is considered less than significant since the Nakano project would be required to contribute a fair share contribution toward the DIF/ Facilities Benefit Assessment that would fund the needed fire station improvements.

Water and Sewer mains are also existing and adequate in size to support the proposed project. Population-based public improvements, e.g. parks and libraries, are currently programmed in the Otay Mesa Public Facilities Financing Plan.

**EXHIBIT F**  
**Fiscal Impact Analysis**

**[Attached behind this page]**



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## Memorandum

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**To:** Allen Kashani, TriPointe Homes  
**From:** Peter Piller, Managing Principal  
**Date:** April 2024  
**Re:** Nakano – Executive Summary of Fiscal Impact Analysis

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The proposed Nakano project (the “Project”) is a for-sale residential development consisting of 221 units. It is anticipated that the Project entitlements will be processed through the City of Chula Vista. The site is located alongside the 805 freeway at the southern edge of the City of Chula Vista, along the southern side of the Otay River, north of Palm Avenue along Denney Road. At the request of TriPointe Homes, the Project applicant (“Developer”), DPFG prepared a fiscal impact analysis using the City of Chula Vista’s time phased fiscal impact analysis model, dated November 2, 2023 (“City Model”) to estimate the fiscal impact of the Project on the City of Chula Vista (“City”) General Fund over a twenty-year time frame.

For purposes of preparing the most accurate fiscal impact analysis, the model analyzes development of all 221 residential units. The City Model was adjusted to incorporate the following assumptions:

- An increase in the assessed value of residential property due to turnover (resale) was estimated using an annual escalation factor of 3.5% which is consistent with the historical average of several recognized indices, including Case Shiller, California Association of Realtors, Federal Reserve and Zillow. Average turnover (resale) of eight (8) years was assumed for all residential units for the purpose of adjusting the assessed values to calculate property taxes. In addition to typical turnover, in order to reflect similar assessed value increases over the seven-year buildout of the residential portion of the Project, the initial (year 1) home price assumption is increased by 3.5% until the initial year of sale for each unit which is then assumed to be the initial base year value. Over the next 7 years the initial base year value escalates by 2% over the prior year, consistent with California Constitution Article XIII A Section 2(b). In year eight, the initial base year value is reset (second base year value) assuming a reset of the assessed value based on an annual escalation factor of 3.5% for 8 years applied to the initial base year value. This process of resetting the base year value repeats every eight years.
- A total reduction of 50% was used based on the location of nearby commercial centers located in the City of San Diego and the lack of direct access to commercial centers located in the City of Chula Vista. It is common for a fiscal impact analysis to adjust the capture percentage of the off-site sales tax when a project is located near the border of the City being analyzed as it is highly likely that the City will not capture all of the sales tax generated. For this analysis a majority of the commercial needs for the site will be addressed by local retail directly south of the Project which is located in the City of San Diego. Residents of the Project would also have to travel south and then go onto the freeway heading north to access City retail. Because of this we used a conservative 50% capture within the City of Chula Vista. Based on this the estimated sales tax amount generated of \$56,113 has been reduced by 50% to \$28,056.

- An adjustment to the fiscal impact analysis was made to reflect the additional anticipated costs to the Cities public safety category. Based on the location of the Project, if the City was responsible for serving the site, the most likely City fire station for service is Chula Vista Fire Department Station 9. This station is located significantly further away than the San Diego Fire-Rescue Department Station 6 which is located just on the other side of the 805 Freeway. We are also not aware of any current routes to patrol the site as it is undeveloped, and the route would require fire or police responders to leave the City of Chula Vista and enter the City of San Diego before reaching the Project. For these reasons we researched response times and the distance traveled. Per google maps the closest Chula Vista fire station is approximately 8 minutes away from the site with a total estimated travel time outside of the City of Chula Vista to be approximately 3 minutes. In order for the City of Chula Vista to service the site there would be an additional mile that the responders would need to travel outside of Chula Vista in order to reach the Project. This would result in an increase of approximately 33% of the total travel distance being outside of the City of Chula Vista. Because of this increase in travel distance outside the City of Chula Vista we used the same percentage increase in estimated cost. We then rounded the result to nearest 10<sup>th</sup> digit to derive a 30% increase. This additional burden to meet the required service levels is not reflected in the current City model and so an increase of 30% of the City Model anticipated public safety expenditures was added. Based on this, the estimated public safety budget of \$144,840 has been increased by \$43,452 for a total of \$188,292 to account for additional costs to serve the Project.

The results generated by the City Model, with the adjustments outlined above, indicate that the Project will be a burden and will generate a fiscal surplus for the first year but a deficit for the remaining 18 years resulting in a cumulative deficit over the 20-year projection period the City Model.

**Appendices:**

Appendix A: Nakano Summary of Adjusted Chula Vista Fiscal Impact Analysis Model

Appendix B: City of Chula Vista Fiscal Impact Analysis Model

Appendix C: Nakano Site Plan



Appendix A:  
Nakano Summary of Adjusted Chula Vista Fiscal  
Impact Analysis Model

**Nakano**

**Summary of Adjustment to CV Fiscal Impact Analysis Model**

Total Project Net Revenue (Residential Turnover based on DDPG Turnover Model - Assumes 3.5% Escalation in new Home Pricing)

December 8, 2023

| Year  |                    | 1               | 2                | 3                 | 4                 | 5                  | 6                  | 7                  | 8                  | 9                  | 10                 |
|---|--------------------|-----------------|------------------|-------------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Cumulative Residential AV - Inflated per CV Model                     |                    | \$78,305,058    | \$133,884,619    | \$136,562,311     | \$139,293,557     | \$142,079,428      | \$144,921,017      | \$147,819,437      | \$150,775,826      | \$153,791,343      | \$156,867,169      |
| Revised Inflation Assuming 8 year Turnover (a)                        |                    | 78,305,058      | 134,678,934      | 137,372,513       | 140,119,963       | 142,922,362        | 145,780,810        | 148,696,426        | 164,835,265        | 177,346,438        | 180,893,366        |
| Difference in Assessed Value  |                    | \$0             | \$794,316        | \$810,202         | \$826,406         | \$842,934          | \$859,793          | \$876,989          | \$14,059,439       | \$23,555,095       | \$24,026,197       |
| Total Residential Property Tax Increase Due to City                   | [1]                | \$0             | \$1,001          | \$1,021           | \$1,041           | \$1,062            | \$1,083            | \$1,105            | \$17,715           | \$29,679           | \$30,273           |
| Total Residential Projected Net Revenue Before Turnover Adj.          | [2]                | \$87,623        | \$122,251        | \$104,841         | \$97,074          | \$95,181           | \$93,442           | \$91,197           | \$89,386           | \$88,173           | \$90,726           |
| <b>Total Residential Projected Net Revenue After Turnover Adj.</b>    | <b>= [1] + [2]</b> | <b>\$87,623</b> | <b>\$123,252</b> | <b>\$105,862</b>  | <b>\$98,116</b>   | <b>\$96,243</b>    | <b>\$94,525</b>    | <b>\$92,302</b>    | <b>\$107,100</b>   | <b>\$117,852</b>   | <b>\$120,999</b>   |
| Sales Tax Revenue Adjustment  | 50%                | (\$28,056)      | (\$47,622)       | (\$48,291)        | (\$48,981)        | (\$49,693)         | (\$50,426)         | (\$51,182)         | (\$51,960)         | (\$52,760)         | (\$54,343)         |
| Public Safety Expenditure Adjustment                                  | 30%                | (\$43,452)      | (\$81,364)       | (\$88,648)        | (\$93,063)        | (\$95,645)         | (\$98,247)         | (\$101,064)        | (\$103,804)        | (\$106,425)        | (\$109,159)        |
| <b>Total Projected Net Rev. After Turnover and Sales Tax Adj. (b)</b> |                    | <b>\$16,115</b> | <b>(\$5,734)</b> | <b>(\$31,076)</b> | <b>(\$43,929)</b> | <b>(\$49,095)</b>  | <b>(\$54,149)</b>  | <b>(\$59,944)</b>  | <b>(\$48,663)</b>  | <b>(\$41,333)</b>  | <b>(\$42,502)</b>  |
| Commercial Projected Net Revenue                                      |                    | \$0             | \$0              | \$0               | \$0               | \$0                | \$0                | \$0                | \$0                | \$0                | \$0                |
| <b>Total Project Projected Net Adjusted Revenue</b>                   |                    | <b>\$16,115</b> | <b>(\$5,734)</b> | <b>(\$31,076)</b> | <b>(\$43,929)</b> | <b>(\$49,095)</b>  | <b>(\$54,149)</b>  | <b>(\$59,944)</b>  | <b>(\$48,663)</b>  | <b>(\$41,333)</b>  | <b>(\$42,502)</b>  |
| <b>Cumulative Adjusted Net Revenues</b>                               |                    | <b>\$16,115</b> | <b>\$10,381</b>  | <b>(\$20,696)</b> | <b>(\$64,625)</b> | <b>(\$113,719)</b> | <b>(\$167,868)</b> | <b>(\$227,812)</b> | <b>(\$276,475)</b> | <b>(\$317,808)</b> | <b>(\$360,311)</b> |

Footnotes:

(a) Assumes 8 year turnover with 2.00% annual escalation and 3.50% escalation when re-assessed.

(b) Analysis assumes 50% of City model Sales tax is captured within the City of Chula Vista due to difficulties of access by Project Residents to City commercial

**Nakano**

**Summary of Adjustment to CV Fiscal Impact Analysis Model**

Total Project Net Revenue (Residential Turnover based on DPFM Turnover Model - Assumes 3.5% Escalation in new Home Pricing)  
December 8, 2023

| Year  |                    | 11                 | 12                 | 13                 | 14                 | 15                 | 16                 | 17                 | 18                 | 19                 | 20                 |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Cumulative Residential AV - Inflated per CV Model                     |                    | \$160,004,513      | \$163,204,603      | \$166,468,695      | \$169,798,069      | \$173,194,030      | \$176,657,911      | \$180,191,069      | \$183,794,891      | \$187,470,788      | \$191,220,204      |
| Revised Inflation Assuming 8 year Turnover (a)                        |                    | 184,511,234        | 188,201,458        | 191,965,488        | 195,804,797        | 199,720,893        | 218,682,100        | 233,531,392        | 238,202,020        | 242,966,060        | 247,825,381        |
| Difference in Assessed Value  |                    | \$24,506,721       | \$24,996,855       | \$25,496,792       | \$26,006,728       | \$26,526,863       | \$42,024,189       | \$53,340,323       | \$54,407,129       | \$55,495,272       | \$56,605,177       |
| Total Residential Property Tax Increase Due to City                   | [1]                | \$30,878           | \$31,496           | \$32,126           | \$32,768           | \$33,424           | \$52,950           | \$67,209           | \$68,553           | \$69,924           | \$71,323           |
| Total Residential Projected Net Revenue Before Turnover Adj.          | [2]                | \$93,366           | \$95,615           | \$97,729           | \$99,895           | \$102,082          | \$104,289          | \$106,534          | \$108,805          | \$111,058          | \$113,358          |
| <b>Total Residential Projected Net Revenue After Turnover Adj.</b>    | <b>= [1] + [2]</b> | <b>\$124,244</b>   | <b>\$127,111</b>   | <b>\$129,855</b>   | <b>\$132,664</b>   | <b>\$135,506</b>   | <b>\$157,240</b>   | <b>\$173,742</b>   | <b>\$177,358</b>   | <b>\$180,982</b>   | <b>\$184,681</b>   |
| Sales Tax Revenue Adjustment  | 50%                | (\$55,973)         | (\$57,652)         | (\$59,382)         | (\$61,163)         | (\$62,998)         | (\$64,888)         | (\$66,835)         | (\$68,840)         | (\$70,905)         | (\$73,032)         |
| Public Safety Expenditure Adjustment                                  | 30%                | (\$111,943)        | (\$114,935)        | (\$118,056)        | (\$121,254)        | (\$124,540)        | (\$127,916)        | (\$131,383)        | (\$134,946)        | (\$138,608)        | (\$142,370)        |
| <b>Total Projected Net Rev. After Turnover and Sales Tax Adj. (b)</b> |                    | <b>(\$43,672)</b>  | <b>(\$45,476)</b>  | <b>(\$47,584)</b>  | <b>(\$49,754)</b>  | <b>(\$52,033)</b>  | <b>(\$35,564)</b>  | <b>(\$24,476)</b>  | <b>(\$26,428)</b>  | <b>(\$28,532)</b>  | <b>(\$30,722)</b>  |
| Commercial Projected Net Revenue                                      |                    | \$0                | \$0                | \$0                | \$0                | \$0                | \$0                | \$0                | \$0                | \$0                | \$0                |
| <b>Total Project Projected Net Adjusted Revenue</b>                   |                    | <b>(\$43,672)</b>  | <b>(\$45,476)</b>  | <b>(\$47,584)</b>  | <b>(\$49,754)</b>  | <b>(\$52,033)</b>  | <b>(\$35,564)</b>  | <b>(\$24,476)</b>  | <b>(\$26,428)</b>  | <b>(\$28,532)</b>  | <b>(\$30,722)</b>  |
| <b>Cumulative Adjusted Net Revenues</b>                               |                    | <b>(\$403,982)</b> | <b>(\$449,459)</b> | <b>(\$497,042)</b> | <b>(\$546,796)</b> | <b>(\$598,829)</b> | <b>(\$634,393)</b> | <b>(\$658,869)</b> | <b>(\$685,297)</b> | <b>(\$713,829)</b> | <b>(\$744,550)</b> |

Footnotes:

(a) Assumes 8 year turnover with 2.00% annual escalation and 3.50% escalation when re-assessed.

(b) Analysis assumes 50% of City model Sales tax is captured within the City of Chula Vista due to difficulties of access by Project Residents to City commercial

**Nakano**  
**Total Assessed Value After Turnover**  
December 8, 2023

| Year | Total Single Family Assessed Value After Turnover | Total Multi-Family Assessed Value After Turnover | Total Assessed Value |
|------|---|--|----------------------|
| 1    | \$ 27,036,000                                     | \$ 51,269,058                                    | \$ 78,305,058        |
| 2    | 47,008,845  | 87,670,089                                       | 134,678,934          |
| 3    | 47,949,022  | 89,423,491                                       | 137,372,513          |
| 4    | 48,908,002  | 91,211,961                                       | 140,119,963          |
| 5    | 49,886,162  | 93,036,200                                       | 142,922,362          |
| 6    | 50,883,886  | 94,896,924                                       | 145,780,810          |
| 7    | 51,901,563  | 96,794,862                                       | 148,696,426          |
| 8    | 57,484,978  | 107,350,287                                      | 164,835,265          |
| 9    | 61,901,672  | 115,444,766                                      | 177,346,438          |
| 10   | 63,139,705  | 117,753,661                                      | 180,893,366          |
| 11   | 64,402,499  | 120,108,734                                      | 184,511,234          |
| 12   | 65,690,549  | 122,510,909                                      | 188,201,458          |
| 13   | 67,004,360  | 124,961,127                                      | 191,965,488          |
| 14   | 68,344,448  | 127,460,350                                      | 195,804,797          |
| 15   | 69,711,337  | 130,009,557                                      | 199,720,893          |
| 16   | 76,273,072  | 142,409,027                                      | 218,682,100          |
| 17   | 81,512,681  | 152,018,711                                      | 233,531,392          |
| 18   | 83,142,935  | 155,059,085                                      | 238,202,020          |
| 19   | 84,805,793  | 158,160,267                                      | 242,966,060          |
| 20   | 86,501,909  | 161,323,472                                      | 247,825,381          |

**Nakano**  
**Assessed Value and Reassessment Year - Breakdown by Absorption Year**  
December 8, 2023

**SINGLE FAMILY UNITS**

| Current Year | Year 5 Units (0 Units) |                      | Year 6 Units (0 Units) |                      | Total SF Assessed Value After Turnover |
|--------------|------------------------|----------------------|------------------------|----------------------|--|
|              | Reassessment Year      | Final Assessed Value | Reassessment Year      | Final Assessed Value |  |
| 1            |                        | \$ -                 |                        | \$ -                 | \$ 27,036,000                          |
| 2            |                        | -                    |                        | -                    | 47,008,845                             |
| 3            |                        | -                    |                        | -                    | 47,949,022                             |
| 4            |                        | -                    |                        | -                    | 48,908,002                             |
| 5            |                        | -                    |                        | -                    | 49,886,162                             |
| 6            |                        | -                    |                        | -                    | 50,883,886                             |
| 7            |                        | -                    |                        | -                    | 51,901,563                             |
| 8            |                        | -                    |                        | -                    | 57,484,978                             |
| 9            |                        | -                    |                        | -                    | 61,901,672                             |
| 10           |                        | -                    |                        | -                    | 63,139,705                             |
| 11           |                        | -                    |                        | -                    | 64,402,499                             |
| 12           | Assess                 | -                    |                        | -                    | 65,690,549                             |
| 13           |                        | -                    | Assess                 | -                    | 67,004,360                             |
| 14           |                        | -                    |                        | -                    | 68,344,448                             |
| 15           |                        | -                    |                        | -                    | 69,711,337                             |
| 16           |                        | -                    |                        | -                    | 76,273,072                             |
| 17           |                        | -                    |                        | -                    | 81,512,681                             |
| 18           |                        | -                    |                        | -                    | 83,142,935                             |
| 19           |                        | -                    |                        | -                    | 84,805,793                             |
| 20           | Assess                 | -                    |                        | -                    | 86,501,909                             |

**MULTIFAMILY UNITS**

| Current Year | Year 5 Units (0 Units) |                      | Year 6 Units (0 Units) |                      | Total MF Assessed Value After Turnover |
|--------------|------------------------|----------------------|------------------------|----------------------|--|
|              | Reassessment Year      | Final Assessed Value | Reassessment Year      | Final Assessed Value |  |
| 1            |                        | \$ -                 |                        | \$ -                 | \$ 51,269,058                          |
| 2            |                        | -                    |                        | -                    | 87,670,089                             |
| 3            |                        | -                    |                        | -                    | 89,423,491                             |
| 4            |                        | -                    |                        | -                    | 91,211,961                             |
| 5            |                        | -                    |                        | -                    | 93,036,200                             |
| 6            |                        | -                    |                        | -                    | 94,896,924                             |
| 7            |                        | -                    |                        | -                    | 96,794,862                             |
| 8            |                        | -                    |                        | -                    | 107,350,287                            |
| 9            |                        | -                    |                        | -                    | 115,444,766                            |
| 10           |                        | -                    |                        | -                    | 117,753,661                            |
| 11           |                        | -                    |                        | -                    | 120,108,734                            |
| 12           | Assess                 | -                    |                        | -                    | 122,510,909                            |
| 13           |                        | -                    | Assess                 | -                    | 124,961,127                            |
| 14           |                        | -                    |                        | -                    | 127,460,350                            |
| 15           |                        | -                    |                        | -                    | 130,009,557                            |
| 16           |                        | -                    |                        | -                    | 142,409,027                            |
| 17           |                        | -                    |                        | -                    | 152,018,711                            |
| 18           |                        | -                    |                        | -                    | 155,059,085                            |
| 19           |                        | -                    |                        | -                    | 158,160,267                            |
| 20           | Assess                 | -                    |                        | -                    | 161,323,472                            |

Footnotes:

(a) Turnover calculations based on 3.50% escalation and turnover occurring every 8 years. Assumes 2.00% escalation when no turnover event occurs.

**Nakano**  
**Initial Home Value by Year**  
*Assumes 3.50% Annual Appreciation*  
December 8, 2023

| Year                 | 1          | 2          | 3          | 4          | 5          | 6          | 7          | 8          | 9          | 10           |
|----------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| Single Family        |            |            |            |            |            |            |            |            |            |              |
| SF Unit Absorption   | 36         | 25         | -          | -          | -          | -          | -          | -          | -          | -            |
| SF AV of Single unit | \$ 751,000 | \$ 777,285 | \$ 804,490 | \$ 832,647 | \$ 861,790 | \$ 891,952 | \$ 923,171 | \$ 955,482 | \$ 988,924 | \$ 1,023,536 |
| Multi-Family         |            |            |            |            |            |            |            |            |            |              |
| MF Unit Absorption   | 96         | 64         | -          | -          | -          | -          | -          | -          | -          | -            |
| MF AV of Single unit | \$ 534,053 | \$ 552,745 | \$ 572,091 | \$ 592,114 | \$ 612,838 | \$ 634,287 | \$ 656,487 | \$ 679,464 | \$ 703,245 | \$ 727,859   |

Appendix B:  
City of Chula Vista Fiscal Impact Analysis Model



**Population**

| Year                           | 1          | 2          | 3          | 4          | 5          | 6          | 7          |
|--------------------------------|------------|------------|------------|------------|------------|------------|------------|
| Single Family Residential      | 101        | 171        | 171        | 171        | 171        | 171        | 171        |
| Multi-Family Residential       | 269        | 448        | 448        | 448        | 448        | 448        | 448        |
| <b>Total (Per Capita Base)</b> | <b>370</b> | <b>619</b> | <b>619</b> | <b>619</b> | <b>619</b> | <b>619</b> | <b>619</b> |
| Employment Population          | 18         | 31         | 31         | 31         | 31         | 31         | 31         |
| <b>Totals</b>                  | <b>388</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> |
| <b>Number of Homes</b>         |            |            |            |            |            |            |            |
| Single Family Residential      | 36         | 61         | 61         | 61         | 61         | 61         | 61         |
| Multi-Family Residential       | 96         | 160        | 160        | 160        | 160        | 160        | 160        |
| <b>Totals</b>                  | <b>132</b> | <b>221</b> | <b>221</b> | <b>221</b> | <b>221</b> | <b>221</b> | <b>221</b> |

**General Fund Revenues**

| Year  | 1                 | 2                 | 3                 | 4                 | 5                 | 6                 | 7                 |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Tax Revenues</b>                                   |                   |                   |                   |                   |                   |                   |                   |
| Property Tax AV                                       | \$ 98,664         | \$ 168,695        | \$ 172,069        | \$ 175,510        | \$ 179,020        | \$ 182,600        | \$ 186,252        |
| Sales and Use Tax Per Capita                          | 56,113            | 95,243            | 96,582            | 97,962            | 99,386            | 100,853           | 102,363           |
| Sales and Use Tax - Project Specific Project Specific | -                 | -                 | -                 | -                 | -                 | -                 | -                 |
| Transient Occupancy Tax Per Capita                    | 11,456            | 19,425            | 19,474            | 19,528            | 19,587            | 19,651            | 19,720            |
| Property Tax In-Lieu of VLF Project Specific          | 68,086            | 116,648           | 118,987           | 121,373           | 123,808           | 126,290           | 128,823           |
| Franchise Fees Per Capita                             | 18,143            | 30,496            | 30,624            | 30,760            | 30,904            | 31,056            | 31,215            |
| Other Taxes Per Capita                                | 8,398             | 14,331            | 14,238            | 14,013            | 13,840            | 13,673            | 13,510            |
| <i>Subtotal Tax Revenues</i>                          | <i>260,859</i>    | <i>444,836</i>    | <i>451,973</i>    | <i>459,147</i>    | <i>466,545</i>    | <i>474,123</i>    | <i>481,884</i>    |
| Other Revenues Per Capita                             | 4,768             | 3,398             | 3,505             | 3,647             | 3,592             | 3,539             | 3,487             |
| Licenses and Permits Per Capita                       | 2,444             | 3,593             | 3,608             | 3,625             | 3,570             | 3,517             | 3,466             |
| Fines, forfeitures, penalties Per Capita              | 1,286             | 2,825             | 2,837             | 2,850             | 2,807             | 2,766             | 2,725             |
| Use of Money & Property Per Capita                    | 4,756             | 7,837             | 7,716             | 7,598             | 7,484             | 7,373             | 7,266             |
| Charges for Services No Forecast                      | -                 | -                 | -                 | -                 | -                 | -                 | -                 |
| Intergovernmental Per Capita                          | 1,997             | 4,869             | 4,889             | 4,911             | 4,837             | 4,766             | 4,696             |
| <i>Subtotal Other Revenues</i>                        | <i>15,250</i>     | <i>22,523</i>     | <i>22,555</i>     | <i>22,631</i>     | <i>22,291</i>     | <i>21,961</i>     | <i>21,641</i>     |
| <b>Total General Fund Revenues</b>                    | <b>\$ 276,110</b> | <b>\$ 467,359</b> | <b>\$ 474,529</b> | <b>\$ 481,777</b> | <b>\$ 488,835</b> | <b>\$ 496,084</b> | <b>\$ 503,524</b> |

**General Fund Expenditures**

|   |                    |                   |                   |                   |                   |                   |                   |
|---|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| General Government Per Capita             | \$ 5,433           | \$ 9,408          | \$ 9,523          | \$ 9,637          | \$ 9,769          | \$ 9,889          | \$ 10,002         |
| Community Development (20%) Per Capita    | 592                | 1,025             | 1,037             | 1,050             | 1,064             | 1,077             | 1,089             |
| Public Works/Engineering (20%) Per Capita | 5,197              | 9,000             | 9,110             | 9,219             | 9,345             | 9,460             | 9,568             |
|   | <b>PC/EMP Base</b> |                   |                   |                   |                   |                   |                   |
| Drainage Management System                | \$ 26.50           | 9,966             | 16,686            | 16,686            | 16,686            | 16,686            | 16,686            |
| Building Management System                | 4.10               | 1,540             | 2,579             | 2,579             | 2,579             | 2,579             | 2,579             |
| Parks Management System                   | 15.68              | 5,895             | 9,870             | 9,870             | 9,870             | 9,870             | 9,870             |
| Open Space Management System              | 6.72               | 2,527             | 4,230             | 4,230             | 4,230             | 4,230             | 4,230             |
| Fleet Management System                   | 3.73               | 1,404             | 2,350             | 2,350             | 2,350             | 2,350             | 2,350             |
| Pavement Annual (PMP)                     | 14.18              | 5,334             | 8,930             | 8,930             | 8,930             | 8,930             | 8,930             |
| General Govt Management System            | 0.65               | 246               | 411               | 411               | 411               | 411               | 411               |
| Urban Forestry Management System          | 6.72               | 2,527             | 4,230             | 4,230             | 4,230             | 4,230             | 4,230             |
|   | <b>\$ 78.28</b>    | <b>29,438</b>     | <b>49,287</b>     | <b>49,287</b>     | <b>49,287</b>     | <b>49,287</b>     | <b>49,287</b>     |
| Community Services Per Capita             | 2,987              | 5,174             | 5,237             | 5,299             | 5,372             | 5,438             | 5,500             |
| Public Safety:                            |                    |                   |                   |                   |                   |                   |                   |
| Police Services Project Specific          | 87,997             | 171,100           | 164,954           | 173,349           | 178,226           | 183,147           | 188,482           |
| Fire Services Project Specific            | 52,146             | 91,980            | 122,306           | 128,530           | 132,146           | 135,795           | 139,751           |
| Animal Control Services Per Capita        | 4,697              | 8,134             | 8,233             | 8,332             | 8,446             | 8,550             | 8,647             |
| <i>Total Public Safety</i>                | <i>144,840</i>     | <i>271,214</i>    | <i>295,493</i>    | <i>310,211</i>    | <i>318,818</i>    | <i>327,491</i>    | <i>336,881</i>    |
| <b>Total General Fund Expenditures</b>    | <b>\$ 188,487</b>  | <b>\$ 345,108</b> | <b>\$ 369,687</b> | <b>\$ 384,703</b> | <b>\$ 393,654</b> | <b>\$ 402,642</b> | <b>\$ 412,327</b> |

|   |                 |                  |                  |                 |                 |                 |                 |
|---|-----------------|------------------|------------------|-----------------|-----------------|-----------------|-----------------|
| <b>Projected Net Revenues/(Shortfall)</b> | <b>\$87,623</b> | <b>\$122,251</b> | <b>\$104,841</b> | <b>\$97,074</b> | <b>\$95,181</b> | <b>\$93,442</b> | <b>\$91,197</b> |
|---|-----------------|------------------|------------------|-----------------|-----------------|-----------------|-----------------|





**Population**

| Year                           | 8          | 9          | 10         | 11         | 12         | 13         | 14         | 15         |
|--------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Single Family Residential      | 171        | 171        | 171        | 171        | 171        | 171        | 171        | 171        |
| Multi-Family Residential       | 448        | 448        | 448        | 448        | 448        | 448        | 448        | 448        |
| <b>Total (Per Capita Base)</b> | <b>619</b> | <b>619</b> | <b>619</b> | <b>619</b> | <b>619</b> | <b>619</b> | <b>619</b> | <b>619</b> |
| Employment Population          | 31         | 31         | 31         | 31         | 31         | 31         | 31         | 31         |
| <b>Totals</b>                  | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> | <b>650</b> |

**Number of Homes**

|                           |            |            |            |            |            |            |            |            |
|---------------------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Single Family Residential | 61         | 61         | 61         | 61         | 61         | 61         | 61         | 61         |
| Multi-Family Residential  | 160        | 160        | 160        | 160        | 160        | 160        | 160        | 160        |
| <b>Totals</b>             | <b>221</b> | <b>221</b> | <b>221</b> | <b>221</b> | <b>221</b> | <b>221</b> | <b>221</b> | <b>221</b> |

**General Fund Revenues**

| Year  | 8                       | 9                 | 10                | 11                | 12                | 13                | 14                | 15                |                   |
|---|-------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Tax Revenues</b>                         |                         |                   |                   |                   |                   |                   |                   |                   |                   |
| Property Tax                                | AV                      | \$ 189,978        | \$ 193,777        | \$ 197,653        | \$ 201,606        | \$ 205,638        | \$ 209,751        | \$ 213,946        | \$ 218,224        |
| Sales and Use Tax                           | Per Capita              | 103,919           | 105,520           | 108,686           | 111,946           | 115,305           | 118,764           | 122,327           | 125,997           |
| <i>Sales and Use Tax - Project Specific</i> | <i>Project Specific</i> | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 |
| Transient Occupancy Tax                     | Per Capita              | 19,793            | 19,871            | 20,468            | 21,082            | 21,714            | 22,365            | 23,036            | 23,728            |
| Property Tax In-Lieu of VLF                 | Project Specific        | 131,406           | 134,041           | 136,728           | 139,469           | 142,265           | 145,117           | 148,026           | 150,993           |
| Franchise Fees                              | Per Capita              | 31,382            | 31,556            | 32,503            | 33,478            | 34,482            | 35,516            | 36,582            | 37,679            |
| Other Taxes                                 | Per Capita              | 13,352            | 13,199            | 13,595            | 14,003            | 14,423            | 14,856            | 15,302            | 15,761            |
| <i>Subtotal Tax Revenues</i>                |                         | <b>489,830</b>    | <b>497,965</b>    | <b>509,632</b>    | <b>521,584</b>    | <b>533,827</b>    | <b>546,370</b>    | <b>559,219</b>    | <b>572,382</b>    |
| Other Revenues                              | Per Capita              | 3,437             | 3,389             | 3,490             | 3,595             | 3,703             | 3,814             | 3,928             | 4,046             |
| Licenses and Permits                        | Per Capita              | 3,416             | 3,368             | 3,469             | 3,573             | 3,680             | 3,790             | 3,904             | 4,021             |
| Fines, forfeitures, penalties               | Per Capita              | 2,686             | 2,648             | 2,727             | 2,809             | 2,894             | 2,980             | 3,070             | 3,162             |
| Use of Money & Property                     | Per Capita              | 7,161             | 7,060             | 7,272             | 7,490             | 7,715             | 7,946             | 8,184             | 8,430             |
| Charges for Services                        | No Forecast             | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 |
| Intergovernmental                           | Per Capita              | 4,629             | 4,563             | 4,700             | 4,841             | 4,986             | 5,136             | 5,290             | 5,449             |
| <i>Subtotal Other Revenues</i>              |                         | <b>21,330</b>     | <b>21,027</b>     | <b>21,658</b>     | <b>22,308</b>     | <b>22,977</b>     | <b>23,667</b>     | <b>24,377</b>     | <b>25,108</b>     |
| <b>Total General Fund Revenues</b>          |                         | <b>\$ 511,160</b> | <b>\$ 518,992</b> | <b>\$ 531,290</b> | <b>\$ 543,892</b> | <b>\$ 556,805</b> | <b>\$ 570,036</b> | <b>\$ 583,595</b> | <b>\$ 597,490</b> |

**General Fund Expenditures**

|  |                    |                   |                   |                   |                   |                   |                   |                   |                   |
|--|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| General Government                     | Per Capita         | \$ 10,122         | \$ 10,240         | \$ 10,482         | \$ 10,743         | \$ 11,007         | \$ 11,279         | \$ 11,559         | \$ 11,848         |
| Community Development (20%)            | Per Capita         | 1,102             | 1,115             | 1,142             | 1,170             | 1,199             | 1,228             | 1,259             | 1,290             |
| Public Works/Engineering (20%)         | Per Capita         | 9,683             | 9,796             | 10,027            | 10,277            | 10,530            | 10,790            | 11,058            | 11,334            |
|  | <b>PC/EMP Base</b> |                   |                   |                   |                   |                   |                   |                   |                   |
| Drainage Management System             | \$ 26.50           | 16,686            | 16,686            | 16,686            | 16,686            | 16,686            | 16,686            | 16,686            | 16,686            |
| Building Management System             | 4.10               | 2,579             | 2,579             | 2,579             | 2,579             | 2,579             | 2,579             | 2,579             | 2,579             |
| Parks Management System                | 15.68              | 9,870             | 9,870             | 9,870             | 9,870             | 9,870             | 9,870             | 9,870             | 9,870             |
| Open Space Management System           | 6.72               | 4,230             | 4,230             | 4,230             | 4,230             | 4,230             | 4,230             | 4,230             | 4,230             |
| Fleet Management System                | 3.73               | 2,350             | 2,350             | 2,350             | 2,350             | 2,350             | 2,350             | 2,350             | 2,350             |
| Pavement Annual (PMP)                  | 14.18              | 8,930             | 8,930             | 8,930             | 8,930             | 8,930             | 8,930             | 8,930             | 8,930             |
| General Govt Management System         | 0.65               | 411               | 411               | 411               | 411               | 411               | 411               | 411               | 411               |
| Urban Forestry Management System       | 6.72               | 4,230             | 4,230             | 4,230             | 4,230             | 4,230             | 4,230             | 4,230             | 4,230             |
|  | <b>\$ 78.28</b>    | <b>49,287</b>     | <b>49,287</b>     | <b>49,287</b>     | <b>49,287</b>     | <b>49,287</b>     | <b>49,287</b>     | <b>49,287</b>     | <b>49,287</b>     |
| Community Services                     | Per Capita         | 5,566             | 5,631             | 5,764             | 5,907             | 6,053             | 6,202             | 6,356             | 6,515             |
| Public Safety:                         |                    |                   |                   |                   |                   |                   |                   |                   |                   |
| Police Services                        | Project Specific   | 193,668           | 198,509           | 203,472           | 208,559           | 213,773           | 219,117           | 224,595           | 230,210           |
| Fire Services                          | Project Specific   | 143,595           | 147,388           | 151,329           | 155,296           | 159,826           | 164,653           | 169,593           | 174,681           |
| Animal Control Services                | Per Capita         | 8,751             | 8,853             | 9,062             | 9,288             | 9,516             | 9,751             | 9,994             | 10,243            |
| <i>Total Public Safety</i>             |                    | <b>346,014</b>    | <b>354,750</b>    | <b>363,863</b>    | <b>373,143</b>    | <b>383,115</b>    | <b>393,521</b>    | <b>404,181</b>    | <b>415,134</b>    |
| <b>Total General Fund Expenditures</b> |                    | <b>\$ 421,774</b> | <b>\$ 430,819</b> | <b>\$ 440,564</b> | <b>\$ 450,526</b> | <b>\$ 461,190</b> | <b>\$ 472,307</b> | <b>\$ 483,700</b> | <b>\$ 495,408</b> |

|   |                 |                 |                 |                 |                 |                 |                 |                  |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|
| <b>Projected Net Revenues/(Shortfall)</b> | <b>\$89,386</b> | <b>\$88,173</b> | <b>\$90,726</b> | <b>\$93,366</b> | <b>\$95,615</b> | <b>\$97,729</b> | <b>\$99,895</b> | <b>\$102,082</b> |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|



**Population**

| Year                      | 16  | 17  | 18  | 19  | 20  |
|---------------------------|-----|-----|-----|-----|-----|
| Single Family Residential | 171 | 171 | 171 | 171 | 171 |
| Multi-Family Residential  | 448 | 448 | 448 | 448 | 448 |
| Total (Per Capita Base)   | 619 | 619 | 619 | 619 | 619 |
| Employment Population     | 31  | 31  | 31  | 31  | 31  |
| Totals                    | 650 | 650 | 650 | 650 | 650 |

**Number of Homes**

|                           |     |     |     |     |     |
|---------------------------|-----|-----|-----|-----|-----|
| Single Family Residential | 61  | 61  | 61  | 61  | 61  |
| Multi-Family Residential  | 160 | 160 | 160 | 160 | 160 |
| Totals                    | 221 | 221 | 221 | 221 | 221 |

| Year | 16 | 17 | 18 | 19 | 20 |
|------|----|----|----|----|----|
|------|----|----|----|----|----|

**General Fund Revenues**

**Tax Revenues**

|   |                         |                   |                   |                   |                   |                   |
|---|-------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Property Tax                                | AV                      | \$ 222,589        | \$ 227,041        | \$ 231,582        | \$ 236,213        | \$ 240,937        |
| Sales and Use Tax                           | Per Capita              | 129,777           | 133,670           | 137,680           | 141,810           | 146,065           |
| <i>Sales and Use Tax - Project Specific</i> | <i>Project Specific</i> | -                 | -                 | -                 | -                 | -                 |
| Transient Occupancy Tax                     | Per Capita              | 24,439            | 25,173            | 25,928            | 26,706            | 27,507            |
| Property Tax In-Lieu of VLF                 | Project Specific        | 154,020           | 157,107           | 160,256           | 163,467           | 166,743           |
| Franchise Fees                              | Per Capita              | 38,810            | 39,974            | 41,173            | 42,408            | 43,681            |
| Other Taxes                                 | Per Capita              | 16,234            | 16,721            | 17,222            | 17,739            | 18,271            |
| <i>Subtotal Tax Revenues</i>                |                         | <u>585,868</u>    | <u>599,685</u>    | <u>613,840</u>    | <u>628,344</u>    | <u>643,204</u>    |
| Other Revenues                              | Per Capita              | 4,168             | 4,293             | 4,421             | 4,554             | 4,691             |
| Licenses and Permits                        | Per Capita              | 4,142             | 4,266             | 4,394             | 4,526             | 4,662             |
| Fines, forfeitures, penalties               | Per Capita              | 3,257             | 3,354             | 3,455             | 3,559             | 3,666             |
| Use of Money & Property                     | Per Capita              | 8,683             | 8,943             | 9,212             | 9,488             | 9,773             |
| Charges for Services                        | No Forecast             | -                 | -                 | -                 | -                 | -                 |
| Intergovernmental                           | Per Capita              | 5,612             | 5,780             | 5,954             | 6,132             | 6,316             |
| <i>Subtotal Other Revenues</i>              |                         | <u>25,861</u>     | <u>26,637</u>     | <u>27,436</u>     | <u>28,259</u>     | <u>29,107</u>     |
| <b>Total General Fund Revenues</b>          |                         | <b>\$ 611,729</b> | <b>\$ 626,322</b> | <b>\$ 641,276</b> | <b>\$ 656,603</b> | <b>\$ 672,311</b> |

**General Fund Expenditures**

|  |                    |                   |                   |                   |                   |                   |
|--|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| General Government                     | Per Capita         | \$ 12,146         | \$ 12,448         | \$ 12,758         | \$ 13,088         | \$ 13,420         |
| Community Development (20%)            | Per Capita         | 1,323             | 1,356             | 1,389             | 1,425             | 1,462             |
| Public Works/Engineering (20%)         | Per Capita         | 11,619            | 11,908            | 12,204            | 12,520            | 12,838            |
|  | <u>PC/EMP Base</u> |                   |                   |                   |                   |                   |
| Drainage Management System             | \$ 26.50           | 16,686            | 16,686            | 16,686            | 16,686            | 16,686            |
| Building Management System             | 4.10               | 2,579             | 2,579             | 2,579             | 2,579             | 2,579             |
| Parks Management System                | 15.68              | 9,870             | 9,870             | 9,870             | 9,870             | 9,870             |
| Open Space Management System           | 6.72               | 4,230             | 4,230             | 4,230             | 4,230             | 4,230             |
| Fleet Management System                | 3.73               | 2,350             | 2,350             | 2,350             | 2,350             | 2,350             |
| Pavement Annual (PMP)                  | 14.18              | 8,930             | 8,930             | 8,930             | 8,930             | 8,930             |
| General Govt Management System         | 0.65               | 411               | 411               | 411               | 411               | 411               |
| Urban Forestry Management System       | 6.72               | 4,230             | 4,230             | 4,230             | 4,230             | 4,230             |
|  | <u>\$ 78.28</u>    | <u>49,287</u>     | <u>49,287</u>     | <u>49,287</u>     | <u>49,287</u>     | <u>49,287</u>     |
| Community Services                     | Per Capita         | 6,679             | 6,845             | 7,015             | 7,197             | 7,380             |
| Public Safety:                         |                    |                   |                   |                   |                   |                   |
| Police Services                        | Project Specific   | 235,965           | 241,864           | 247,911           | 254,109           | 260,461           |
| Fire Services                          | Project Specific   | 179,921           | 185,319           | 190,878           | 196,604           | 202,503           |
| Animal Control Services                | Per Capita         | 10,501            | 10,762            | 11,030            | 11,315            | 11,603            |
| <i>Total Public Safety</i>             |                    | <u>426,387</u>    | <u>437,945</u>    | <u>449,819</u>    | <u>462,028</u>    | <u>474,566</u>    |
| <b>Total General Fund Expenditures</b> |                    | <b>\$ 507,440</b> | <b>\$ 519,788</b> | <b>\$ 532,472</b> | <b>\$ 545,545</b> | <b>\$ 558,953</b> |

|                                    |                  |                  |                  |                  |                  |
|------------------------------------|------------------|------------------|------------------|------------------|------------------|
| Projected Net Revenues/(Shortfall) | <b>\$104,289</b> | <b>\$106,534</b> | <b>\$108,805</b> | <b>\$111,058</b> | <b>\$113,358</b> |
|------------------------------------|------------------|------------------|------------------|------------------|------------------|

Year



**Property Tax Analysis**

**Residential Units**

**Single Family Residential**

|                             |              |              |              |              |              |              |              |              |
|-----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Total Cumulative SFR Units  | 61           | 36           | 61           | 61           | 61           | 61           | 61           | 61           |
| Total Cumulative Residents  | 2.80         | 101          | 171          | 171          | 171          | 171          | 171          | 171          |
| Percentage Complete         |              | 59%          | 100%         | 100%         | 100%         | 100%         | 100%         | 100%         |
| Constructed Assessed Values | \$45,811,000 | \$27,036,000 | \$45,811,000 | \$45,811,000 | \$45,811,000 | \$45,811,000 | \$45,811,000 | \$45,811,000 |

**Multi-Family Residential - Attached Townhomes**

|                             |              |              |              |              |              |              |              |              |
|-----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Total Cumulative MFR Units  | 160          | 96           | 160          | 160          | 160          | 160          | 160          | 160          |
| Total Cumulative Residents  | 2.80         | 269          | 448          | 448          | 448          | 448          | 448          | 448          |
| Percentage Complete         |              | 60%          | 100%         | 100%         | 100%         | 100%         | 100%         | 100%         |
| Constructed Assessed Values | \$85,448,430 | \$51,269,058 | \$85,448,430 | \$85,448,430 | \$85,448,430 | \$85,448,430 | \$85,448,430 | \$85,448,430 |

**Total Cumulative Residents**

|  |     |     |     |     |     |     |     |     |
|--|-----|-----|-----|-----|-----|-----|-----|-----|
|  | 370 | 619 | 619 | 619 | 619 | 619 | 619 | 619 |
|--|-----|-----|-----|-----|-----|-----|-----|-----|

**Commercial**

|                             |      |      |      |      |      |      |      |      |
|-----------------------------|------|------|------|------|------|------|------|------|
| Percentage Complete         |      | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   |
| Constructed Assessed Values | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

**Industrial**

|                             |      |      |      |      |      |      |      |      |
|-----------------------------|------|------|------|------|------|------|------|------|
| Percentage Complete         |      | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   |
| Constructed Assessed Values | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

**Office**

|                             |      |      |      |      |      |      |      |      |
|-----------------------------|------|------|------|------|------|------|------|------|
| Percentage Complete         |      | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   |
| Constructed Assessed Values | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

**Hotel**

|                             |      |      |      |      |      |      |      |      |
|-----------------------------|------|------|------|------|------|------|------|------|
| Percentage Complete         |      | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   |
| Constructed Assessed Values | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

**Constructed Assessed Values**

|   |       |               |                |                |                |                |                |                |
|---|-------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Total Current Period Assessed Value Additions |       | \$ 78,305,058 | \$ 131,259,430 | \$ 131,259,430 | \$ 131,259,430 | \$ 131,259,430 | \$ 131,259,430 | \$ 131,259,430 |
| Inflation Factor                              | 2.00% | 100.00%       | 102.00%        | 104.04%        | 106.12%        | 108.24%        | 110.41%        | 112.62%        |
| Total AV - Inflated                           |       | \$78,305,058  | \$133,884,619  | \$136,562,311  | \$139,293,557  | \$142,079,428  | \$144,921,017  | \$147,819,437  |
| Cumulative AV (w/o Prior Years Inflation)     |       | \$78,305,058  | \$133,884,619  | \$136,562,311  | \$139,293,557  | \$142,079,428  | \$144,921,017  | \$147,819,437  |
| Prior Years AV Inflation Factor               | 2.00% | 0.00%         | 2.00%          | 2.00%          | 2.00%          | 2.00%          | 2.00%          | 2.00%          |
| Prior Years AV Inflation Amount               |       | \$0           | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            |

**Cumulative Residential AV - Inflated**

|  |              |               |               |               |               |               |               |
|--|--------------|---------------|---------------|---------------|---------------|---------------|---------------|
|  | \$78,305,058 | \$133,884,619 | \$136,562,311 | \$139,293,557 | \$142,079,428 | \$144,921,017 | \$147,819,437 |
|--|--------------|---------------|---------------|---------------|---------------|---------------|---------------|

**Property Tax Revenue Estimate**

|                                 |               |                 |                  |                  |                  |                  |                  |                  |
|---------------------------------|---------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Ad-Valorem                      | 1.00%         | \$ 783,051      | \$ 1,338,846     | \$ 1,365,623     | \$ 1,392,936     | \$ 1,420,794     | \$ 1,449,210     | \$ 1,478,194     |
| <b>Total AV Tax Due to City</b> | <b>12.60%</b> | <b>\$98,664</b> | <b>\$168,695</b> | <b>\$172,069</b> | <b>\$175,510</b> | <b>\$179,020</b> | <b>\$182,600</b> | <b>\$186,252</b> |

| Year   | 8                    | 9                    | 10                   | 11                   | 12                   | 13                   | 14                   |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Property Tax Analysis</b>                         |                      |                      |                      |                      |                      |                      |                      |
| <b>Residential Units</b>                             |                      |                      |                      |                      |                      |                      |                      |
| <b>Single Family Residential</b>                     |                      |                      |                      |                      |                      |                      |                      |
| Total Cumulative SFR Units                           | 61                   | 61                   | 61                   | 61                   | 61                   | 61                   | 61                   |
| Total Cumulative Residents                           | 171                  | 171                  | 171                  | 171                  | 171                  | 171                  | 171                  |
| Percentage Complete                                  | 100%                 | 100%                 | 100%                 | 100%                 | 100%                 | 100%                 | 100%                 |
| Constructed Assessed Values                          | \$45,811,000         | \$45,811,000         | \$45,811,000         | \$45,811,000         | \$45,811,000         | \$45,811,000         | \$45,811,000         |
| <b>Multi-Family Residential - Attached Townhomes</b> |                      |                      |                      |                      |                      |                      |                      |
| Total Cumulative MFR Units                           | 160                  | 160                  | 160                  | 160                  | 160                  | 160                  | 160                  |
| Total Cumulative Residents                           | 448                  | 448                  | 448                  | 448                  | 448                  | 448                  | 448                  |
| Percentage Complete                                  | 100%                 | 100%                 | 100%                 | 100%                 | 100%                 | 100%                 | 100%                 |
| Constructed Assessed Values                          | \$85,448,430         | \$85,448,430         | \$85,448,430         | \$85,448,430         | \$85,448,430         | \$85,448,430         | \$85,448,430         |
| <b>Total Cumulative Residents</b>                    | <b>619</b>           | <b>619</b>           | <b>619</b>           | <b>619</b>           | <b>619</b>           | <b>619</b>           | <b>619</b>           |
| <b>Commercial</b>                                    |                      |                      |                      |                      |                      |                      |                      |
| Percentage Complete                                  | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   |
| Constructed Assessed Values                          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 |
| <b>Industrial</b>                                    |                      |                      |                      |                      |                      |                      |                      |
| Percentage Complete                                  | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   |
| Constructed Assessed Values                          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 |
| <b>Office</b>  |                      |                      |                      |                      |                      |                      |                      |
| Percentage Complete                                  | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   |
| Constructed Assessed Values                          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 |
| <b>Hotel</b>   |                      |                      |                      |                      |                      |                      |                      |
| Percentage Complete                                  | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   |
| Constructed Assessed Values                          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 |
| <b>Constructed Assessed Values</b>                   |                      |                      |                      |                      |                      |                      |                      |
| Total Current Period Assessed Value Additions        | \$ 131,259,430       | \$ 131,259,430       | \$ 131,259,430       | \$ 131,259,430       | \$ 131,259,430       | \$ 131,259,430       | \$ 131,259,430       |
| Inflation Factor                                     | 114.87%              | 117.17%              | 119.51%              | 121.90%              | 124.34%              | 126.82%              | 129.36%              |
| Total AV - Inflated                                  | \$150,775,826        | \$153,791,343        | \$156,867,169        | \$160,004,513        | \$163,204,603        | \$166,468,695        | \$169,798,069        |
| Cumulative AV (w/o Prior Years Inflation)            | \$150,775,826        | \$153,791,343        | \$156,867,169        | \$160,004,513        | \$163,204,603        | \$166,468,695        | \$169,798,069        |
| Prior Years AV Inflation Factor                      | 2.00%                | 2.00%                | 2.00%                | 2.00%                | 2.00%                | 2.00%                | 2.00%                |
| Prior Years AV Inflation Amount                      | \$0                  | \$0                  | \$0                  | \$0                  | \$0                  | \$0                  | \$0                  |
| <b>Cumulative Residential AV - Inflated</b>          | <b>\$150,775,826</b> | <b>\$153,791,343</b> | <b>\$156,867,169</b> | <b>\$160,004,513</b> | <b>\$163,204,603</b> | <b>\$166,468,695</b> | <b>\$169,798,069</b> |
| <b>Property Tax Revenue Estimate</b>                 |                      |                      |                      |                      |                      |                      |                      |
| Ad-Valorem   | \$ 1,507,758         | \$ 1,537,913         | \$ 1,568,672         | \$ 1,600,045         | \$ 1,632,046         | \$ 1,664,687         | \$ 1,697,981         |
| <b>Total AV Tax Due to City</b>                      | <b>\$189,978</b>     | <b>\$193,777</b>     | <b>\$197,653</b>     | <b>\$201,606</b>     | <b>\$205,638</b>     | <b>\$209,751</b>     | <b>\$213,946</b>     |

| Year   | 15                   | 16                   | 17                   | 18                   | 19                   | 20                   |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Property Tax Analysis</b>                         |                      |                      |                      |                      |                      |                      |
| <b>Residential Units</b>                             |                      |                      |                      |                      |                      |                      |
| <b>Single Family Residential</b>                     |                      |                      |                      |                      |                      |                      |
| Total Cumulative SFR Units                           | 61                   | 61                   | 61                   | 61                   | 61                   | 61                   |
| Total Cumulative Residents                           | 171                  | 171                  | 171                  | 171                  | 171                  | 171                  |
| Percentage Complete                                  | 100%                 | 100%                 | 100%                 | 100%                 | 100%                 | 100%                 |
| Constructed Assessed Values                          | \$45,811,000         | \$45,811,000         | \$45,811,000         | \$45,811,000         | \$45,811,000         | \$45,811,000         |
| <b>Multi-Family Residential - Attached Townhomes</b> |                      |                      |                      |                      |                      |                      |
| Total Cumulative MFR Units                           | 160                  | 160                  | 160                  | 160                  | 160                  | 160                  |
| Total Cumulative Residents                           | 448                  | 448                  | 448                  | 448                  | 448                  | 448                  |
| Percentage Complete                                  | 100%                 | 100%                 | 100%                 | 100%                 | 100%                 | 100%                 |
| Constructed Assessed Values                          | \$85,448,430         | \$85,448,430         | \$85,448,430         | \$85,448,430         | \$85,448,430         | \$85,448,430         |
| <b>Total Cumulative Residents</b>                    | <b>619</b>           | <b>619</b>           | <b>619</b>           | <b>619</b>           | <b>619</b>           | <b>619</b>           |
| <b>Commercial</b>                                    |                      |                      |                      |                      |                      |                      |
| Percentage Complete                                  | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   |
| Constructed Assessed Values                          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 |
| <b>Industrial</b>                                    |                      |                      |                      |                      |                      |                      |
| Percentage Complete                                  | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   |
| Constructed Assessed Values                          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 |
| <b>Office</b>  |                      |                      |                      |                      |                      |                      |
| Percentage Complete                                  | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   |
| Constructed Assessed Values                          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 |
| <b>Hotel</b>   |                      |                      |                      |                      |                      |                      |
| Percentage Complete                                  | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   | 0%                   |
| Constructed Assessed Values                          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 |
| <b>Constructed Assessed Values</b>                   |                      |                      |                      |                      |                      |                      |
| Total Current Period Assessed Value Additions        | \$ 131,259,430       | \$ 131,259,430       | \$ 131,259,430       | \$ 131,259,430       | \$ 131,259,430       | \$ 131,259,430       |
| Inflation Factor                                     | 131.95%              | 134.59%              | 137.28%              | 140.02%              | 142.82%              | 145.68%              |
| Total AV - Inflated                                  | \$173,194,030        | \$176,657,911        | \$180,191,069        | \$183,794,891        | \$187,470,788        | \$191,220,204        |
| Cumulative AV (w/o Prior Years Inflation)            | \$173,194,030        | \$176,657,911        | \$180,191,069        | \$183,794,891        | \$187,470,788        | \$191,220,204        |
| Prior Years AV Inflation Factor                      | 2.00%                | 2.00%                | 2.00%                | 2.00%                | 2.00%                | 2.00%                |
| Prior Years AV Inflation Amount                      | \$0                  | \$0                  | \$0                  | \$0                  | \$0                  | \$0                  |
| <b>Cumulative Residential AV - Inflated</b>          | <b>\$173,194,030</b> | <b>\$176,657,911</b> | <b>\$180,191,069</b> | <b>\$183,794,891</b> | <b>\$187,470,788</b> | <b>\$191,220,204</b> |
| <b>Property Tax Revenue Estimate</b>                 |                      |                      |                      |                      |                      |                      |
| Ad-Valorem   | \$ 1,731,940         | \$ 1,766,579         | \$ 1,801,911         | \$ 1,837,949         | \$ 1,874,708         | \$ 1,912,202         |
| <b>Total AV Tax Due to City</b>                      | <b>\$218,224</b>     | <b>\$222,589</b>     | <b>\$227,041</b>     | <b>\$231,582</b>     | <b>\$236,213</b>     | <b>\$240,937</b>     |

Appendix C:  
Nakano Site Plan and Site Utilization Summary



**EXHIBIT G**  
**Distribution of Revenue and Other Items**

**[Attached behind this page]**



Exhibit G  
 Distribution to City of San Diego  
 December 5, 2022

Below is a summary of the anticipated fees to be paid by the project as well as the parties involved. Per the City of San Diego, the fees below may be subject to change pending the forthcoming citywide development impact fee program.

| Item   | Current Rate / Estimated Amount  | Party Paying | Party Receiving   |
|--|--|--------------|-------------------|
| FY 2025 DIF Fee                                      | The total current fee of \$3,695,739 based on \$34,219.80 per dwelling unit which is calculated using the City 2023 Fee Calculator assuming a 2.00% yearly markup. Includes 108 Units.   | Tri Pointe   | City of San Diego |
| FY 2026 DIF Fee                                      | The total current fee of \$3,734,749 based on \$34,904.19 per dwelling unit which is calculated using the City 2023 Fee Calculator assuming a 2.00% yearly markup. Includes 107 Units.   | Tri Pointe   | City of San Diego |
| City of San Diego Water Capacity Fee – Single Family | Fee to be calculated based on rate in place and time of issuance of building permit. The total current anticipated fee is \$185,867 based on 61 Single Family Units at \$3,047 per Unit. | Tri Pointe   | City of San Diego |
| City of San Diego Water Capacity Fee – Duplex        | Fee to be calculated based on rate in place and time of issuance of building permit. The total current anticipated fee is  | Tri Pointe   | City of San Diego |

|   |   |            |                                  |
|---|---|------------|----------------------------------|
|   | \$243,151 based on 84 Units at \$2,894.65 per Unit.   |            |                                  |
| City of San Diego Water Capacity Fee – Multi-Family         | Fee to be calculated based on rate in place and time of issuance of building permit. The total current anticipated fee is \$199,462 based on 70 Units at \$2,848.95 per Unit.   | Tri Pointe | City of San Diego                |
| San Diego County Water Authority Capacity Fee (2) 3” Meters | Fee to be calculated based on rate in place and time of issuance of building permit. The total current anticipated fee is \$106,000 based on 2 3” Meters at \$53,000 per Meter. | Tri Pointe | San Diego County Water Authority |
| City of San Diego Sewer Capacity Fee – Single Family        | Fee to be calculated based on rate in place and time of issuance of building permit. The total current anticipated fee is \$314,394 based on 61 Units at \$5,154 per Unit.      | Tri Pointe | City of San Diego                |
| City of San Diego Sewer Capacity Fee – Duplex               | Fee to be calculated based on rate in place and time of issuance of building permit. The total current anticipated fee is \$411,289 based on 84 Units at \$4,896.30 per Unit.   | Tri Pointe | City of San Diego                |
| City of San Diego Sewer Capacity Fee – Multi-Family         | Fee to be calculated based on rate in place and time of issuance of building permit. The total current anticipated fee is   | Tri Pointe | City of San Diego                |




|  |  |  |  |
|--|--|--|--|
|  | \$337,329 based on 70 Units at \$4,818.99 per Unit.  |  |  |
| Inclusionary Housing Fee                       | Fee of \$20.09 per Sq. Ft. of habitable space to be satisfied by development of on-site affordable housing.  | Tri Pointe                                   | City of San Diego  |
| Municipal Share of Property Taxes              | Final City of San Diego share of the 1% ad valorem tax is to be determined through the LAFCO process. The current share of the 1% in the tax rate area adjacent to the Property (TRA-01287) is 16.113707%. | Owners of legal lots within the Property     | Taxes collected by the County and distributed to the City of San Diego |
| Property Transfer Fee                          | Calculated at rate in place at time of transfer. Currently, rate is \$0.55 for every \$1,000 of real estate property sales value.  | Owners of legal lots within the Property     | Collected by the County and distributed to the City of San Diego       |
| Municipal Share of Property Tax in-lieu of VLF | This payment is based on the increase in assessed valuation. Total tax amount to be determined once Project is completed.  | Owners of the legal lots within the Property | Collected by the County and distributed to the City of San Diego       |

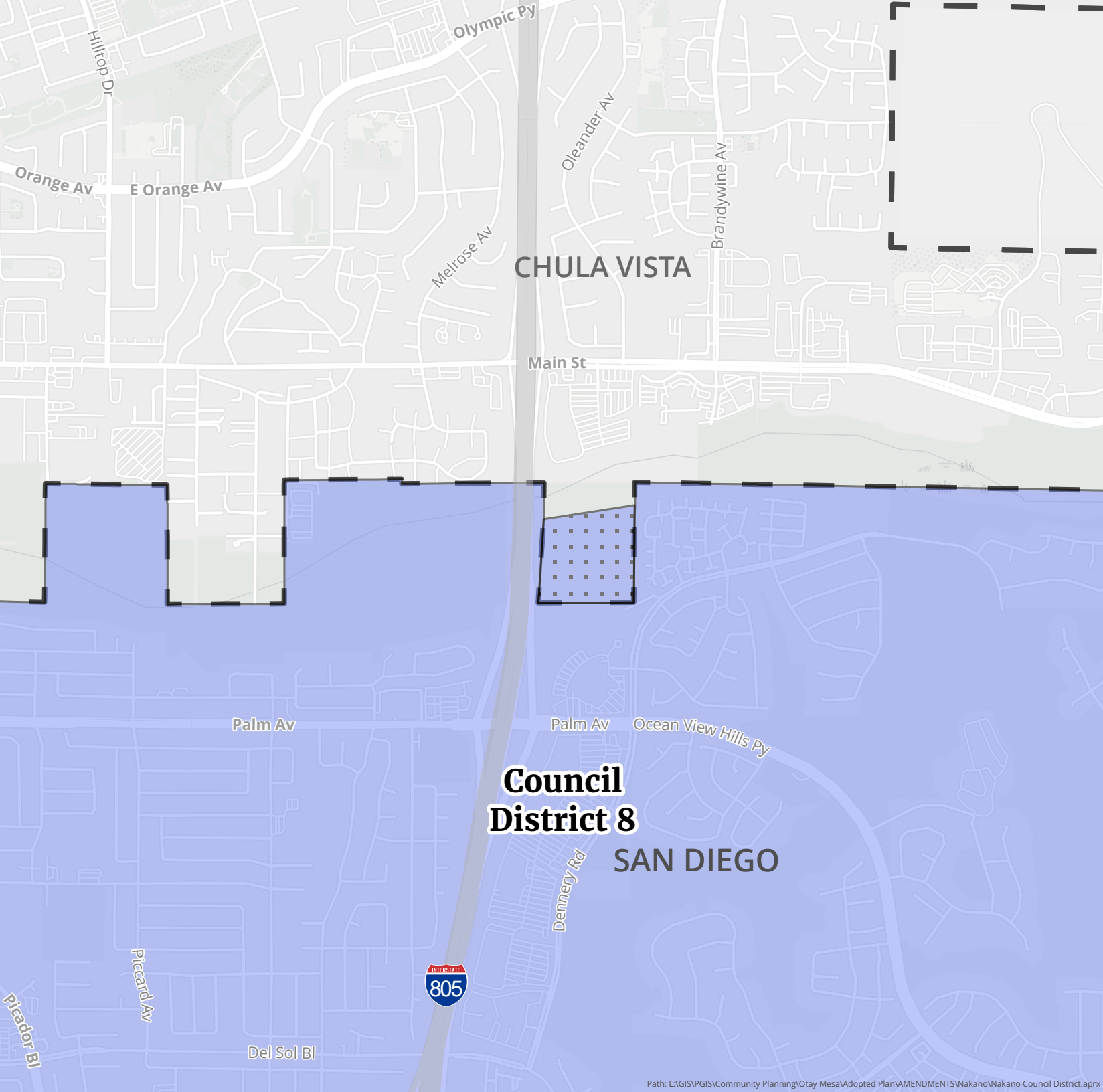
|  |   |  |                   |
|--|---|--|-------------------|
| Municipal Share of Sales Tax             | 1.0% of taxable retail sales in City of San Diego related to Residential Development Project. | Residents of legal lots within Property pay sales tax to merchants in the City of San Diego, who pay the tax to the State, who distributes it to the City of San Diego | City of San Diego |
| Municipal Share of Gas Tax               | Apportioned by State from gasoline tax collections to cities primarily on a per-capita basis. | Consumers of gasoline, some of whom are Residents of legal lots within the Property  | City of San Diego |
| Franchise Fees – Refuse Hauling          | Payable in accordance with then current Franchise Agreement.                                  | Payable by franchisee from fees charged to users of waste hauling services within the Property   | City of San Diego |
| Franchise Fees – SDG&E                   | Payable in accordance with then current Franchise Agreements for natural gas and electricity. | Payable by SDG&E from fees charged to users of electrical service within the Property  | City of San Diego |
| Franchise Fees – Communication Providers | Payable in accordance with State law.   | Payable by communication providers from fees charged to users of communication services within the Property  | City of San Diego |

### City Council District 8 Boundary Amendment

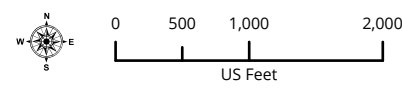
### Nakano Annexation ATTACHMENT 7

DRAFT

-  Nakano Annexation - Council District 8
-  Council District 8
-  Municipal Boundaries



Sources: City of San Diego City Planning Department, SANDAG, SanGIS



(NEW SERIES)

ORDINANCE NUMBER \_\_\_\_\_

DATE OF FINAL PASSAGE

AN ORDINANCE OF THE COUNCIL OF THE CITY OF  
SAN DIEGO TO AMEND THE BOUNDARY OF COUNCIL  
DISTRICT EIGHT TO INCLUDE PROPERTY LOCATED IN  
OTAY MESA PROPOSED TO BE ANNEXED INTO  
THE CITY'S JURISDICTIONAL BOUNDARIES.

WHEREAS, the City Council (Council) of the City of San Diego (City) is considering the initiation of proceedings to annex into the City's jurisdictional boundaries approximately 23.8 acres of land currently within the jurisdiction of the City of Chula Vista that is surrounded on three sides by City territory (Nakano Project), which territory is adjacent to existing Council District 8; and

WHEREAS, the San Diego City Charter provides that, if territory is annexed into the City, the Council shall add the territory to an adjacent district at the time of the annexation; and

WHEREAS, in August 2011, the City's Redistricting Commission completed a comprehensive plan that amended the boundaries of each of the City's nine Council Districts, which plan took into account the following factors: equalizing the population; avoiding diluting the voting strength of protected classes; providing fair and effective representation for all citizens of the City; using contiguous territory; using whole census tracts or blocks to the extent practical; preserving identifiable communities of interest; observing natural boundaries; drawing districts as geographically compact as possible; not drawing districts for the purpose of advantaging or protecting incumbents; and ensuring that each community planning area and neighborhood is intact in a single district to the extent possible, all while adhering to the relevant

requirements of the U.S. Constitution, Federal statues, and traditional redistricting principles;  
and.

WHEREAS, incorporating the Nakano Project into the boundaries of Council District 8 would not conflict with the aforementioned redistricting factors for reasons that include the following:

1 .The Nakano Project is surrounded by land within the Otay-Mesa Community Planning Area; that assigning the Nakano Project to Council District 8 would not create a division of a community planning area; and

2. The area encompasses an entire census tract (Precinct 100.19);

3. Incorporating the Nakano Project into Council District 8 observes natural boundaries to the same extent as does the current Council District map; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the boundary of City Council District 8 be revised to encompass the territory that is proposed to be annexed into the jurisdictional boundaries of the City of San Diego, which consists of approximately 23.8 acres and is located in Otay-Mesa contingent upon the annexation of the property into the City of San Diego.

Section 2. That a full reading of this Ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 3. That this Ordinance shall take effect and be in force on the effective date of the annexation and not earlier than the thirtieth day from and after its passage.

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of \_\_\_\_\_



RESOLUTION NUMBER R- \_\_\_\_\_

ADOPTED ON \_\_\_\_\_

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO  
CERTIFYING THAT THE CITY AS A RESPONSIBLE AGENCY, HAS  
REVIEWED AND CONSIDERED THE INFORMATION CONTAINED IN  
FINAL ENVIRONMENTAL IMPACT REPORT (EIR22-001; SCH  
2022060260) FOR THE NAKANO PROJECT THAT WAS PREPARED  
AND CERTIFIED BY THE CITY OF CHULA VISTA, AS LEAD AGENCY,  
AND ADOPTING FINDINGS, A STATEMENT OF OVERRIDING  
CONSIDERATIONS, AND A MITIGATION, MONITORING, AND  
REPORTING PROGRAM PURSUANT TO THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT IN APPROVING ACTIONS RELATED  
TO THE NAKANO PROJECT, PRJ-1076302**

The Council of the City of San Diego (Council) adopts this Resolution based on the following:

A. Under the California Environmental Quality Act (CEQA) Guidelines (California Code of Regulations Chapter 3, Division 6, Title 14; Article 6, sections 15070 to 15075), the City of Chula Vista, as the lead agency for the amendments to the Chula Vista General Plan, Specific Plan, Tentative Map, Property Exchange Tax Agreement and Annexation Agreement for the Nakano project, and Resolution of Support for the Proposed Reorganization Project that would allow for the future 215-unit (up to 221 units maximum) residential development (the Project), prepared an Environmental Impact Report (EIR22-001; SCH No. 2022060260), which documents, describes, discloses, and analyzes the environmental impacts of the Project.

B. On December 3, 2024, the City Council of the City of Chula Vista certified the Final Environmental Impact Report (EIR22-001; SCH No. 2022060260) (Final EIR) for the Project. The City Council of the City of Chula Vista adopted Findings of Fact and a Statement of Overriding Considerations as required by CEQA, together with a Mitigation Monitoring and Reporting Program for the Project and approved the Project.

C. On January 11, 2023, Tri Pointe Homes submitted a Resolution of Application to the Local Agency Formation Commission (LAFCO), Pre-Zone, General Plan/Community Plan Amendments and Multiple Species Conservation Program Minor Amendment, Uncodified Ordinance, Annexation Agreement, Site Development Permit Sewer Easement Vacation; , Amend the City of San Diego City Council District Boundary, and Annexation into the Ocean View Hills Maintenance Assessment

District, application for the Project (PRJ-1076302) to the Development Services Department of the City of San Diego (City) for approval of the Project.

D. The City, with respect to the Project application (PRJ-1076302), is a responsible agency for the Project as provided in CEQA Guidelines section 15096. Prior to taking discretionary actions for approval of the Project, including the construction and any other approvals to implement the Project by the City as a responsible agency under CEQA, the Council makes certain findings pursuant to CEQA Guidelines 15050, 15091 and 15096.

E. Under San Diego Charter section 280(a)(2), this Resolution is not subject to veto by the Mayor because this matter requires the Council to act as a quasi-judicial body and where a public hearing was required by law implicating due process rights of individuals affected by the decision and where the Council was required by law to consider evidence at the hearing and to make legal findings based on the evidence presented.

Be it resolved by the Council of the City of San Diego:

1. The City has reviewed and considered the information contained in the Final EIR prepared by the City of Chula Vista relevant to the City's approval of discretionary actions within the City's jurisdiction necessary for the Project as described in the Final EIR.
2. The City has reviewed and considered the CEQA Findings and the Council determined:
  - a. In certifying the Final EIR, the City of Chula Vista identified, analyzed, disclosed, and adopted the mitigation measures for the Project;
  - b. The information and analyses contained in the Final EIR are adequate for the City's use as a responsible agency and for the City's consideration of discretionary actions to approve the Project (PRJ-1076302);
  - c. The City's discretionary action to approve the Project (PRJ-1076302) is within the scope of the activities described and evaluated in the Final EIR and further evaluated by the City's CEQA Section 15162 Evaluation (15162 Evaluation);
  - d. The City has not identified a feasible alternative or additional feasible mitigation measures within its powers that would substantially lessen or avoid any significant effect that the Project would have on the environment; and

- e. Since the Final EIR was certified, there have been no substantial changes to the Project and no substantial changes in the Project circumstances that would require major revisions to the Final EIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified impacts, and there is no new information of substantial importance that would change the conclusions set forth in the Final EIR.
3. Under CEQA Section 21081 and State CEQA Guidelines Section 15091, the Council adopts the Findings and Statements of Overriding Considerations made for the Project, which are attached to this Resolution as Exhibit A.
4. Under CEQA Section 21081.6, the Council adopts the Mitigation Monitoring and Reporting Program to implement the changes to the Project as required by the Council to mitigate or avoid significant effects on the environment, which is attached to this Resolution as Exhibit B.
5. The City Clerk, or designee, is directed to file a Notice of Determination in accordance with CEQA with the San Diego County Clerk's Office and the Governor's Office of Land Use and Climate Innovation (LCI) regarding the Project after final passage of O-\_\_\_\_\_ rezoning the site as Residential Multiple Unit Zone, RM-1-1 Zone.

APPROVED: MARA ELLIOTT, CITY ATTORNEY

By: \_\_\_\_\_  
[NAME], DEPUTY CITY ATTORNEY

Attachments: Exhibit A – CEQA Findings of Fact and Statement of Overriding Considerations  
Exhibit B – Mitigation, Monitoring, and Reporting Program

**Exhibit A**

FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

**Nakano Project**

PRJ-1076302

SCH No. 2022060260

DRAFT

**December 6, 2024**

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## I. INTRODUCTION

### a. Findings of Fact and Statement of Overriding Considerations

The following Candidate Findings are made for the Nakano Project (project). The environmental effects of the project are addressed in the Final Environmental Impact Report (Final EIR) dated MONTH DAY, 2024, which is incorporated by reference herein.

The California Environmental Quality Act (CEQA) [Section 21081(a)] and the State CEQA Guidelines [Section 15091(a)] require that no public agency shall approve or carry out a project for which an environmental impact report has been completed which identifies one or more significant effects thereof, unless such public agency makes one or more of the following findings:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR.

CEQA also requires that the findings made pursuant to Section 15091 be supported by substantial evidence in the record [Section 15091(b) of the State CEQA Guidelines]. Under CEQA, substantial evidence means enough relevant information has been provided (and reasonable inferences from this information may be made) that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Substantial evidence must include facts, reasonable assumptions predicted upon facts, and expert opinion supported by facts (Section 15384 of the State CEQA Guidelines).

CEQA further requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental effects when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable" [Section 15093(a) of the State CEQA Guidelines]. When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the Final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its actions based on the Final EIR and/or other information in the record.

The Findings and Statement of Overriding Considerations have been submitted by the City of San Diego Development Services Department as Candidate Findings to be made by the decision-making

body. The Environmental Analysis Section of the Development Services Department (DSD) does not recommend that the discretionary body either adopt or reject these findings. They are attached to allow readers of this report an opportunity to review the applicant's position on this matter and to review potential reasons for approving the project despite the significant and unavoidable effects identified in the Final EIR. It is the exclusive discretion of the decision-maker certifying the EIR to determine the adequacy of the proposed Candidate. It is the role of staff to independently evaluate the proposed the Candidate Findings, and to make a recommendation to the decision-maker regarding their legal adequacy.

#### **b. Record of Proceedings**

For purposes of CEQA and these Findings and SOC, the Record of Proceedings for the project consists of the following documents and other evidence, at a minimum:

- The Notice of Preparation (NOP) and all other public notices issued by the City of Chula Vista in conjunction with the project;
- All responses to the NOP received by the City of Chula Vista;
- The Draft EIR;
- The Final EIR;
- All written comments submitted by agencies or members of the public during the public review comment period on the Draft EIR;
- All responses to the written comments included in the Final EIR;
- All written and oral public testimony presented during a noticed public hearing for the project at which such testimony was taken;
- The Mitigation Monitoring and Reporting Program;
- The reports and technical memoranda included or referenced in the Draft EIR, the Final EIR, and any responses to comments in the Final EIR;
- The revised and/or updated reports and technical memoranda included or referenced in the Final EIR;
- All documents, studies, EIRs, or other materials incorporated by reference in, or otherwise relied upon during the preparation of, the Draft EIR and the Final EIR;
- Matters of common knowledge to the City of San Diego including, but not limited to, federal, state, and local laws and regulations;
- Any documents expressly cited in these Findings and SOC; and
- Any other relevant materials required to be in the record of proceedings by Public Resources Section 21167.6(e).

### **c. Custodian and Location of Records**

#### **City of San Diego**

The documents and other materials that constitute the administrative record for the City of San Diego's actions related to the project are located at the City of San Diego's Development Services Department, 1222 First Avenue, San Diego, California 92101. The Development Services Department is the custodian of the administrative record for the project. Copies of these documents, which constitute the Record of Proceedings, are and at all relevant times have been and will be available upon request at the offices of the Development Services Department. This information is provided in compliance with Public Resources Code Section 21081.6(a)(2) and Guidelines Section 15091(e).

The Final EIR was placed on the Development Services Department's website at <https://www.sandiego.gov/ceqa/final>. This information is provided in compliance with Public Resources Code Section 21081.6(a)(2) and State CEQA Guidelines Section 15091(e).

## **2.0 PROJECT SUMMARY**

### **2.1 Project Location**

The approximately 23.77-acre project parcel is located within the City of Chula Vista, with the Otay River Valley Park to the north, Dennery Road to the east, Palm Avenue to the south, and Interstate-805 (I-805) to the west. The project site is located at the southern edge of the City of Chula Vista, bordered by the City of San Diego on the west, south, and east sides. The project site is approximately 5.8 miles east of the Pacific Ocean and approximately 11 miles south of downtown San Diego. Additionally, the project site is approximately 3.2 miles north of the San Ysidro Port of Entry to Mexico.

### **2.2 Project Description**

#### **2.2.1 Statement of Objectives**

The objectives of the project include the following:

1. Develop underutilized property to provide housing in response to regional housing needs.
2. Achieve efficient provision of services through reorganization of the property through an application to the San Diego Local Agency Formation Commission (LAFCO) to detach from the City of Chula Vista and Otay Water District (OWD) and annex into the City of San Diego.
3. Provide a compact residential development pattern that is conducive to walking and bicycling.
4. Construct a variety of housing types at a density range that maximizes development potential consistent with the surrounding residential communities.

5. Provide amenities that contribute to the nearby Otay Valley Regional Park (OVRP) recreational uses and community connectivity, including an overlook to the park and multi-modal connections.
6. Generate financial benefits to the local economy, through efficient provision of public services, providing workforce housing, and generating property tax and local jobs.

### **2.2.2 Project Components**

The project proposes a 215-unit residential development and their supporting amenities, with up to 221 units allowed per the Uncodified Ordinance. Recreational amenities include pocket parks, an overlook park associated with the OVRP, and publicly accessible trail connections to the OVRP. Primary site access is proposed via an off-site connection to Dennery Road, and secondary emergency access is proposed via a connection to Golden Sky Way in the adjacent RiverEdge Terrace residential development. The project proposes a private internal street network and would require off-site remedial grading north of the project site on property owned by the City of Chula Vista and within the City of Chula Vista's jurisdiction.

The EIR analyzes three possible development scenarios, one of which is the subject of these Findings: Annexation Scenario 2a. These Findings are applicable to Annexation Scenario 2a, for which the City of Chula Vista is the lead agency.

Under Annexation Scenario 2a, site grading and development of the project site would not proceed until after approval of City of Chula Vista discretionary actions and the LAFCO reorganization process is complete. In this scenario, the City of San Diego would issue grading and building permits for the project site and all off-site improvement areas after approval of the LAFCO reorganization.

The following is a summary of the project components under Annexation Scenario 2a.

#### **Residential Unit Mix**

While the site plan identifies a total of 215 units consisting of 61 detached condominiums, 84 duplexes, and 70 townhome dwelling units (see Final EIR, Table 3-1 and Figure 3-1), the environmental analysis assumes up to 221 units.

The detached condominiums would be two-story, standalone units that share no adjoining walls with neighboring units. The condominiums would feature three to five bedrooms and attached two-bay garages and would range in size from approximately 1,761 to 2,135 square feet. Duplex units would range in size from approximately 1,461 to 1,668 square feet. The attached townhomes would consist of four to five units clustered in a row with no separation between units. The townhomes would be two or three stories with varied roof pitching. Each townhome unit would include two to four bedrooms, two to two-and-one-half bathrooms, and a two-bay garage. The townhome units would range in size from approximately 1,083 to 1,480 square feet.



The project would provide 10 percent of the total units, or 22 units, as affordable. A total of 11 units would be affordable to low-income households (five percent of the total) and 11 units would be affordable to moderate-income households (five percent of the total).

### **Access and Off-site Roadway Improvements**

Access to and from the project site would be provided via Dennery Road, a City of San Diego 4-Lane Collector located southeast of the project site. At the project entrance along Dennery Road, the existing driveway would be replaced with a full curb, gutter and non-contiguous sidewalk, and a new 25-foot-wide driveway would be constructed approximately 40 feet southwest of the existing driveway. The project would remove and/or repair existing trees and landscaping affected by driveway construction.

The following off-site improvements would be implemented at the intersection of Palm Avenue/Dennery Road:

- **Palm Avenue Left Turn Bay Storage:** To accommodate additional project trips, for eastbound left turns, the project would extend the existing dual left turn bay storage at the intersection of Palm Avenue and Dennery Road by an additional 85 feet to provide approximately 365 feet of left turn storage.
- **Dennery Road Right Turn Bay Storage:** To accommodate additional project trips, for southbound right turns, the project would extend the exclusive right turn lane by an additional 50 feet to provide approximately 145 feet of right turn storage.
- As part of the City of San Diego's street safety policy, *Systemic Safety: The Data-Driven Path to Vision Zero*, upgraded traffic signal heads with retroreflective backplates would be installed by the project at all intersection approaches at the intersection of Palm Avenue/Dennery Road. s.
- As part of the City of San Diego's street safety policy, *Systemic Safety: The Data-Driven Path to Vision Zero*, proposed improvements at the intersection of Palm Avenue and Dennery Road include the installation of audible countdown pedestrian heads for each pedestrian phase and upgrading the traffic controller to a 2070 controller including software update and communications equipment per current City of San Diego standards by the project.

The following off-site improvements would be implemented at the intersection of Dennery Road and Red Coral Lane/Red Fin Lane:

- To accommodate the project's eastbound U-turning vehicles along Dennery Road, the project would extend the left turn storage by an additional 50 feet at the intersection of Dennery Road and Red Coral Lane/Red Fin Lane to provide approximately 240 feet of left turn storage.
- The existing bicycle loop detectors along Dennery Road at Red Fin Lane would be upgraded and Type E Modified front loops per City of San Diego Standard Drawing SDE-104 would be installed on all approaches by the project.

## **Open Space, Recreation Amenities, and Landscaping**

The project would include several pocket parks, paseos, and trail connections to the OVRP (see Final EIR Figure 3-6). The central overlook pocket park at the northern boundary would provide a trail connection to the OVRP. The pocket park at the northwestern corner of the project site would offer two playground areas. An approximate 0.04-acre monument entry pocket park would be provided near the project entrance.

The project would emphasize trail connections to the OVRP for both residents and members of the surrounding community. An existing trail connection running along the western side of the project site would be retained as a 7-to-8-foot-wide trail enhanced with decomposed granite surfacing to provide connection to the OVRP trail system. In addition to the north-south trail connection, the project would provide trail improvements within the parcel to the north to enhance the OVRP trail system. The trails in the north within the OVRP would be 8 feet wide, with decomposed granite surfacing, header boards on each side, and peeler pole fencing on one side of the trail. Trail improvements would be constructed consistent with the OVRP trail guidelines.

Street trees would be provided along Denney Road in addition to the proposed private streets. Native, drought-tolerant species would be emphasized for water conservation, fire resistance, and erosion control. The homeowners association would be responsible for long-term maintenance of all landscaping outside of individual homeowner lots.

## **Fire Management**

The project would incorporate fuel modification alongside roadways and generally within 100 feet of residences. Where 100 feet of brush management cannot be accommodated, alternative compliance measures would be incorporated to provide enhanced fire protection. Alternative compliance measures include the installation of radiant heat walls that include either 6-foot masonry walls or 6-foot masonry with glass view fence wall. Both walls would provide fire protection; however, the masonry with glass view wall would be provided along the northern project border to provide views toward the Otay River. Additional alternative compliance measures would be installed including dual-glazed/ dual-tempered panes and additional 10-foot perpendicular returns along adjacent wall faces.

## **Signage, Lighting Walls, and Fencing**

The project would include vertical monument signage with lighting within private property, along the project frontage at the entrance driveway from Denney Road. Additional monument signage with lighting within private property is proposed at the entry into the residential area at the project entrance driveway, outside of the public right-of-way. Lighting is proposed throughout the development for safety and aesthetic purposes. Pole-mounted lighting would be provided along private streets and bollard lighting is proposed within the pocket parks along the northern end of the project site. Trail signage is also proposed.

The rear of residential lots along the northern project boundary would have glass and block fire-rated walls for alternative compliance fire protection, while providing views to the adjacent open

space. These walls would be a maximum of 6-foot-tall concrete masonry unit wall topped with a 3-foot tall glass component. Composite split rail fencing is proposed throughout the project site, specifically along proposed trails and pedestrian paths, and along the project boundaries and detention basin located in the northwest portion of the project site. 6-foot-tall masonry block walls with decorative caps are proposed at the rear of certain yard areas where noise attenuation is needed. In other areas, 6-foot-tall, non-combustible, fire-retardant wood fence or vinyl fencing is proposed to separate rear yards. To accommodate the project site access from Dennery Road while maintaining roadway design standards along Private Street A, a concrete masonry block retaining wall is proposed along the south side of Private Street A to retain the adjacent slope. This wall would run a length of 419 feet with a maximum height of 14 feet. Just east of Lot 14, an approximately 125-linear-foot-long stepped retaining wall with a maximum height of 24 feet would be constructed to retain the adjacent slope. Approximately 23.6 feet of the wall height would be exposed. Fence and wall details are depicted on Final EIR Figure 3-10.

### **Grading**

Grading is proposed on a total of 21.18 acres within and adjacent to the project site. Off-site improvement areas would include an approximate 0.45-acre area of remedial grading and trail improvements within the OVRP to the north. Off-site improvements to the south and east would include grading within an approximate 1.28-acre area of disturbance associated with the project's access road and secondary emergency only access road located in the City of San Diego. The total project disturbance footprint including all grading, off-site improvement areas, and buffer areas beyond grading limits is 23.37 acres.

### **Development Regulations**

In Annexation Scenario 2a, the City of San Diego would adopt a rezoning ordinance to allow for the project site to be zoned Residential Multiple Unit 1-1 (RM-1-1), which would permit a maximum density of one dwelling unit for each 3,000 square feet of lot area. The project site would be designated Residential-Low Medium in the Otay Mesa Community Plan and City of San Diego General Plan.

Development regulations for the project site would be as defined in the San Diego Municipal Code (SDMC) for the RM-1-1 zone except for two deviations requested as follows:

- A deviation is proposed for minimum and standard side yard setbacks where the required minimum side yard setback is 5 feet or 10 percent of the premises width (100 feet), whichever is greater; the proposed minimum side yard setback is 10 feet. Where the standard setback is 8 feet or 10 percent of the premises width (100 feet), whichever is greater, the proposed standard side yard setback is 10 feet.
- A deviation is requested to increase the retaining wall height outside of the required yard in the RM-1-1 zone from 12 feet to 204 feet. The reduced setbacks and increased wall height allow the proposed development to meet the Otay Mesa Community Plan design guideline objective of providing a diversity of housing opportunities for a variety of household types, lifestyles, and income levels, while meeting conservation goals for environmentally sensitive

lands and maximizing the health, safety, and welfare of the community. Requiring 100 feet minimum and standard side yard setbacks and 12 feet maximum retaining wall height will eliminate much of the development footprint, and the project will not be able to maximize the number of residential units.

Additionally, site design regulations would be adopted through an uncodified ordinance. The project would be required to comply with RM-1-1 zone regulations, and proposed deviations, site design criteria, and conditions of approval would be part of the uncodified ordinance. Based on the proposed RM-1-1 zone, the project site could accommodate up to 345 units; however, the maximum development potential for the project site would be limited to 221 units through the uncodified ordinance.

### **2.3 Discretionary Actions**

The initial discretionary actions for the project would occur in the City of Chula Vista under Annexation Scenario 2a and would include the following:

- Amend the City of Chula Vista's General Plan to redesignate the project site from Open Space (OS) to Residential Medium to allow residential development at a density range of 6.1 to 11 dwelling units per acre.
- 
- Adopt the Nakano Specific Plan to establish the land use, intensity, development regulations, design standards, and primary infrastructure components needed to support development of the site.
- Approve a Tentative Map to subdivide the property as a condominium project as defined by Section 4125 of the Civil Code of the State of California and as filed pursuant to the Subdivision Map Act.
- Certify the project EIR.
- Adopt the CEQA Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program for the project.
- Adopt a Resolution of Support for the City of San Diego's Application to LAFCO consenting to the reorganization annexing the project site into the City of San Diego.
- Approve an Annexation Agreement outlining the process by which the project would be processed and annexed into the City of San Diego.

After approval of the City of Chula Vista discretionary actions, then the following City of San Diego discretionary actions for the project would occur:

- Adopt a Rezoning Ordinance delineating the zoning territory not yet incorporated into the City of San Diego as Residential Multiple Unit Zone, RM-1-1.

- Amend the City of San Diego General Plan municipal boundaries to incorporate the site and to designate the site Residential.
- Amend the Otay Mesa Community Plan boundaries to incorporate the site and to designate the site as Residential – Low Medium.
- Adopt Site Development Plan Findings as required by SDMC Section 126.0505 for the off-site primary and secondary emergency only access roads currently within the City of San Diego.
- Approve a Multiple Species Conservation Program (MSCP) Subarea Plan Minor Amendment to include the property within the City of San Diego Subarea Plan.
- Approve a Resolution of Application to LAFCO.
- Approve an Annexation Agreement outlining the process by which the project would be processed and annexed into the City of San Diego.
- Approve a City of San Diego sewer easement vacation pursuant to Section 66434(G) of the Subdivision Map Act. Adopt an uncodified ordinance allowing site development to proceed after annexation. The uncodified ordinance would ensure project consistency with the Land Development Code and applicable City of San Diego requirements.
- Wetland Deviation findings based on the Biologically Superior Option in accordance with SDMC Section 143.0150 for the portion of the project site.
- Amend the City of San Diego City Council District Boundary to incorporate the project site into District 8.
- Annex the project site into the Ocean View Hills Maintenance Assessment District.

The following actions would also be required to be taken by LAFCO:

- Approve a City of San Diego, City of Chula Vista, and OWD Sphere of Influence Amendments.
- Approve a resolution to detach the project site from the City of Chula Vista and OWD.
- Detach the project site from the City of Chula Vista and Annex the project site to the City of San Diego.

Additionally, prior to submittal of a LAFCO application, the OWD would provide a Resolution or Letter of Support to detach the property from the OWD boundaries and annex the property into the City of San Diego for water services. San Diego Gas & Electric would be required to approve easement vacations along the northern and eastern property line as shown on the Tentative Map. Easements would be vacated pursuant to Section 66434(G) of the Subdivision Map Act. The project would also require approvals from the California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and U.S. Army Corps of Engineers for impacts to jurisdictional waters and wildlife species.

### **3.0 ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION**

In compliance with Section 15082 of the CEQA Guidelines, the City of Chula Vista published a NOP on May 5, 2022, which began a 30-day period for comments on the appropriate scope of the Draft EIR. Consistent with Public Resources Code Section 21083.9 and Section 15082 of the CEQA Guidelines, a public scoping meeting was to be held to solicit comments regarding the scope and analysis of the EIR. However, due to the declared state of emergency related to the COVID-19 virus and in the interest of protecting public health and safety, the City of Chula Vista followed health mandates from Governor Newsom and the County to slow the spread of the COVID-19 virus by limiting public meetings. Therefore, the City of Chula Vista did not conduct an in-person scoping meeting. A pre-recorded presentation was made available on the City of Chula Vista's website from May 5 to July 14, 2022, in addition to publication of the NOP. Comment letters received during the NOP review period are included in the Final EIR as Appendix A.

The City of Chula Vista published the Draft EIR on April 26, 2024. Pursuant to CEQA Guidelines Section 15085, upon publication of the Draft EIR, the City of Chula Vista also filed a Notice of Completion with the State Clearinghouse of the Governor's Office of Planning and Research indicating that the Draft EIR had been completed and was available for review and comment by the public until June 11, 2024. The public review period was subsequently extended to June 26, 2024, to accommodate a request from the United States Fish and Wildlife Service (USFWS) and CDFW. At this time, the City of Chula Vista also posted a Notice of Availability of the Draft EIR pursuant to CEQA Guidelines Section 15087.

During the public review period, the City of Chula Vista received comments on the environmental document. After the close of public review period, the City of Chula Vista provided responses in writing to all comments received on the Draft EIR. The Final EIR and the response to comments for the project was published by the City of Chula Vista in October 2024. The Final EIR has been prepared in accordance with CEQA and the State CEQA Guidelines.

### **4.0 SUMMARY OF IMPACTS**

Impacts associated with specific environmental issues resulting from approval of the project and future implementation are discussed below.

The Final EIR concludes that the project Scenario 2a will have no impacts or less than significant impacts, and require no mitigation measures with respect to the following issues:

- Land Use (Physically Divide a Community; Consistency with Multiple Species Conservation Plans; Deviation or Variance)
- Air Quality (All Thresholds)
- Biological Resources (Wildlife Corridors and Nurseries; Conflicts with Plans)
- Geologic and Paleontological Resources (All Thresholds)
- Health and Safety (Handling, Storage and Treatment; Emissions near School; Airport Safety; Emergency Plans; Wildland Fires)
- Historic Resources (Human Remains; Sacred Uses)
- Noise (All Thresholds)

- Transportation (Transportation System, Design Hazard; Emergency Access)
- Aesthetics (All Thresholds)
- Hydrology and Water Quality (Water Quality–Operational; Groundwater; Drainage; Flood, Tsunami, Seiche; Conflict with Plans)
- Public Services and Facilities (All Thresholds)
- Utilities and Sewer Systems (All Thresholds)
- Wildfire (All Thresholds)
- Energy (All Thresholds)
- Mineral Resources (All Thresholds)
- Population and Housing (All Thresholds)
- Agricultural and Forestry Resources (All Thresholds)

The Final EIR concludes that implementation of the project Scenario 2a would result in **significant direct, indirect, and/or cumulative impacts that would be mitigated to less than significant levels** with respect to the following issues:

- Biological Resources (Sensitive Species and Habitats, Wetlands)
- Health and Safety/Hazardous Materials (Exposure to Toxic Substance; Hazardous Materials Site)
- Historical Resources (Prehistoric Resources)
- Tribal Cultural Resources (Tribal Resources)
- Hydrology and Water Quality (Water Quality–Construction)

The Final EIR concludes that implementation of the project Scenario 2a would result in **significant and unavoidable direct and/or cumulative impacts** with respect to the following issues:

- Land Use (Plan Consistency – San Diego Housing Element)
- Greenhouse Gas (All Thresholds)
- Transportation (Vehicle Miles Traveled)

## **5.0 FINDINGS REGARDING SIGNIFICANT IMPACTS**

In making each of the findings below, the City of San Diego has considered the plans, programs, and policies discussed in the Final EIR. The plans, programs, and policies discussed in the Final EIR are existing regulatory plans and programs the project is subject to, and, likewise, are explicitly made conditions of the project's approval.

### **5.1 FINDINGS REGARDING IMPACTS THAT WILL BE MITIGATED TO BELOW A LEVEL OF SIGNIFICANCE [CEQA § 21081(a)(1) and CEQA Guidelines § 15091(a)(1)]**

The City of San Diego, having independently reviewed and considered the information contained in the Final EIR and the Record of Proceedings pursuant to Public Resource Code § 21081(a)(1) and State CEQA Guidelines § 15091(a)(1), adopts the following findings regarding the significant effects of the project, as follows:

Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant effects on the environment as identified in the Final EIR (SCH No. 2022060260) as described below.

### **5.1.1 Biological Resources**

#### **5.1.1.1 Potentially Significant Effect**

The project would result in direct impacts to 17.25 acres of sensitive upland vegetation communities (Tier II and IIIB) within the project site and off-site improvement areas. Direct impacts would be potentially significant.

##### **5.1.1.1.1 Facts in Support of Finding**

The project would result in potentially significant direct impacts to sensitive upland vegetation communities, consisting of 3.60 acres of Tier II vegetation communities (Diegan coastal sage scrub) and 13.65 acres of Tier IIIB vegetation communities (non-native grassland). The project may also result in indirect impacts to the remaining habitat on the site and adjacent to the site. As detailed in Final EIR Section 4.3.3.2, the mitigation identified below would be required to reduce these impacts. See Final EIR section 4.3.3.2.

**Mitigation Measures:** Mitigation measure BIO-SD-1 requires the owner/permittee to provide compensatory mitigation for sensitive upland habitat loss in accordance with the City of San Diego's 2018 Biology Guidelines. The owner/permittee would meet the mitigation obligation through the Pacific Highlands Ranch Restoration and Mitigation Credit Area. The mitigation ratios shall be Diegan coastal sage scrub at a 1:1 ratio and non-native grassland at a 0.5:1 ratio inside the MHPA. Mitigation for 3.43 acres of Diegan coastal sage scrub (Tier II), 0.17 acre of Diegan coastal sage scrub: Baccharis-dominated (Tier II), and 13.65 acres of non-native grassland (Tier IIIB) will be achieved through the preservation of 10.43 acres of Diegan coastal sage scrub habitat (Tier II). The applicant shall provide proof of mitigation credit purchase to the City of San Diego via a mitigation ledger prior to the issuance of any land BIO permits.

Mitigation measure BIO-SD-2 requires, prior to construction, a Qualified Biologist be retained to implement the monitoring program and all necessary documentation be submitted to the City's Mitigation Monitoring Coordination (MMC) section. Orange construction fencing is required adjacent to the sensitive biological habitats and prior to construction the construction crew must attend an on-site educational session regarding the need to avoid impacts outside of approved construction area.

##### **5.1.1.1.2 Finding**

A total of 3.60 acres of Tier II vegetation communities (Diegan coastal sage scrub) and 13.65 acres of Tier III vegetation communities (non-native grassland) would be directly impacted as a result of project development. Implementation of the mitigation measures BIO-SD-1 and BIO-SD-2 would require preservation of like habitat consistent with the ratios consistent with the City of San Diego's Biology Guidelines listed in Final EIR Table 4.3-5. Therefore, mitigation measures BIO-SD-1 and



BIO-SD-2 would ensure that all direct, and indirect impacts related to sensitive upland habitats under Annexation Scenario 2a would be reduced to less than significant levels.

**Reference:** These Findings incorporate by reference the information and analysis included in Final EIR Section 4.3, Biological Resources, and Final EIR Appendix D.

#### **5.1.1.2 Potentially Significant Effect**

The project would result in indirect impacts to special-status plant species within the on-site and off-site areas during grading and construction, including California adolphia, San Diego bur-sage, San Diego barrel cactus, San Diego County viguiera, small-flowered microseris, and ashy spike-moss. Impacts would be potentially significant. Additionally, direct impacts to 14 Otay tarplant individuals within the off-site improvement area would be significant.

##### **5.1.1.2.1 Facts in Support of Finding**

The project Annexation Scenario 2a may result indirect and indirect impacts to special-status plant species within the on-site and off-site areas including California adolphia, San Diego bur-sage, San Diego barrel cactus, San Diego County viguiera, small-flowered microseris, and ashy spike-moss, as well as direct impacts to Otay tarplant as detailed in Final EIR Section 4.3.3.2 and Final EIR Appendix D.

**Mitigation Measures:** Direct impacts to California adolphia, San Diego bur-sage, San Diego barrel cactus, San Diego County viguiera, small-flowered microseris, and ashy spike-moss would be mitigated via the compensatory habitat mitigation BIO-SD-1 above, as these species occur within those habitat types.

Indirect impacts to sensitive plant species would be avoided through the implementation of SD-BIO-2 discussed above, which requires fencing and monitoring by a biologist during grading to avoid indirect impacts to sensitive habitats and plants.

Otay tarplant is a narrow endemic species, and would be mitigated via BIO-SD-3 that requires the preparation and implementation of a project-specific Otay Tarplant Mitigation Plan or the provision of mitigation bank credits for this species prior to the issuance of construction permits. The Otay Tarplant Mitigation Plan must provide for the replacement of impacted plant individuals at a 4:1 ratio within an area to be preserved. The plan would be implemented under the supervision of a Qualified Biologist per the performance criteria identified and would include a five-year maintenance and monitoring period. Monitoring reports would be provided to the City at the completion of the 120-day establishment period, annually, and at the end of the fifth year demonstrating the performance criteria are met. The Otay tarplant mitigation site shall be addressed through a long-term management plan, which would be funded by the applicant based on a Property Analysis Record and managed by an agency, nonprofit organization, or other entity approved by the City of San Diego in perpetuity.

### 5.1.1.2.2 Finding

Implementation of the mitigation measure BIO-SD-1 would provide habitat-based compensatory mitigation for sensitive plant species. Mitigation measure BIO-SD-2 would ensure fencing and monitoring by a biologist is completed to avoid indirect impacts to sensitive plant species. Mitigation measure BIO-SD-3 provides mitigation for Otay tarplant, including replacement, management and maintenance in perpetuity. Therefore, direct and indirect impacts related to special status plants under Annexation Scenario 2a would be reduced to less than significant levels.

**Reference:** These Findings incorporate by reference the information and analysis included in Final EIR Section 4.3, Biological Resources, and Final EIR Appendix D.

### 5.1.1.3 Potentially Significant Effect

The project would result in direct and indirect impacts to special-status wildlife species including least Bell's vireo, coastal California gnatcatcher, burrowing owl, yellow-breasted chat, yellow warbler, and Crotch's bumble bee. Impacts would be potentially significant. Additionally, due to their moderate potential to forage within the project impact areas, direct impacts to foraging Crotch's bumble bee during construction would be potentially significant.

#### 5.1.1.3.1 Facts in Support of Finding

The project may result in direct and indirect impacts to special-status wildlife species within the on-site and off-site areas including least Bell's vireo, coastal California gnatcatcher, burrowing owl, yellow-breasted chat, yellow warbler, and Crotch's bumble bee as detailed in Final EIR Section 4.3.3.2 and Final EIR Appendix D.

**Mitigation Measures:** Mitigation measure BIO-SD-1 would provide habitat-based compensatory mitigation for special-status wildlife, as described above. Mitigation measure BIO-SD-4 includes avian protection requirements to either avoid construction during the nesting season for least Bell's vireo, burrowing owl, coastal California gnatcatcher, yellow-breasted chat, and yellow warbler (February 1 to September 15) or provide a preconstruction survey by a Qualified Biologist to identify any active nests and associated nesting avoidance measures. Mitigation measure BIO-SD-5 requires specific avoidance measures for least Bell's vireo, which includes additional construction noise measures if noise exceeds 60 decibels. Mitigation measure BIO-SD-6 provides specific survey and avoidance measures for burrowing owls, which includes specific guidance if active burrows are located and adherence to the California Department of Fish and Game 2012 Staff Report guidance regarding burrowing owls. Crotch's bumble bee-specific guidance is provided in mitigation measures BIO-SD-7 and includes specific survey requirements in accordance with the CDFW Considerations for California Endangered Species Act Candidate Bumble Bee Species (June 6, 2023) and coordination with CDFW for an Incidental Take Permit if Crotch's bumble bee is located. Overall, the mitigation measures would avoid significant impacts to sensitive wildlife species.

### 5.1.1.3.2 Finding

In addition to mitigation measure BIO-SD-1 requiring habitat-based mitigation, the project would implement BIO-SD-4 through BIO-SD-7 requiring specific measures associated with each special status species. BIO-SD-4 to BIO-SD-6 requires preconstruction should occur outside of the breeding season for least Bell's vireo, burrowing owl, coastal California gnatcatcher, yellow-breasted chat, and yellow warbler or a preconstruction survey shall be completed by a Qualified Biologist preconstruction to determine their presence or absence. If determined present, then avoidance measures would be required. Similarly, Crotch's bumble bee impacts would be avoided through BIO-SD-7, which requires surveys prior to construction initiation and, if needed, coordination with CDFW to obtain an Incidental Take Permit. Implementation of BIO-SD-1 and BIO-SD-4 through BIO-SD-7 would ensure that direct, and indirect significant impacts related to sensitive species and habitats under the Annexation Scenario 2a would be reduced to less than significant levels.

**Reference:** These Findings incorporate by reference the information and analysis included in Final EIR Section 4.3, Biological Resources, and Final EIR Appendix D.

### 5.1.1.4 Potentially Significant Effect

Consistent with City of San Diego Biology Guidelines (2018) and the ESL Regulations, impacts to potential jurisdictional resources within the project area would be avoided and minimized to the extent feasible. However, despite effort to avoid and minimize impacts, a total of 0.40 acre of impacts to potential RWQCB wetland waters, CDFW riparian, and City of San Diego wetlands would occur with project implementation (see Final EIR Figure 4.3-6). Direct and indirect impacts to wetlands would be potentially significant.

#### 5.1.1.4.1 Facts in Support of Finding

The project would result in direct impacts to 0.40 acre of wetland habitat, as well as potential indirect impacts to the remaining wetlands on-site and adjacent to the site as detailed in Final EIR Section 4.3.4.2 and Chapter 7.2.3. Under Annexation Scenario 2a, impacts to wetlands would require a deviation from the ESL wetland regulations in accordance with SDMC Section 143.0150. The project qualifies for a wetland deviation under the Biologically Superior Option because the wetlands are considered low quality, and the project has demonstrated wetlands avoidance to the extent feasible. In addition, the project would result in a biologically superior design through creation/establishment and enhancement/ rehabilitation within Spring Canyon, as well as improvements to the on-site wetlands. Wetland enhancement/ rehabilitation would include the conversion of non-native riparian habitat (i.e., tamarisk scrub) into native riparian habitat, while wetland creation/establishment would include the conversion of disturbed habitat and non-native grassland habitat to native riparian habitat. All details of wetland and wetland buffer requirements are provided in the Wetland Plan (Final EIR Appendix D, Attachment 13).

**Mitigation Measures:** Indirect impacts to wetlands would be avoided through BIO-SD-2, which requires fencing around sensitive biological resources to remain and monitoring by a qualified biologist during construction activities.

The project would implement BIO-SD-8 to offset direct impacts to 0.40 acre of RWQCB wetland waters, CDFW riparian, and City wetlands. A total of 0.80 acre of mitigation for permanent impacts shall be provided, with a 1:1 creation/restoration component to ensure no net loss. The owner/permittee shall provide a Final Wetlands Plan and submit it for review and approval to the satisfaction of the City of San Diego, USFWS, RWQCB, and CDFW. The plan shall include, at a minimum, an implementation strategy; appropriate seed mixtures and planting method; irrigation; quantitative and qualitative success criteria; maintenance, monitoring, and reporting program; estimated completion time; contingency measures; and identify long-term funding. The project proponent shall provide funding in an amount approved by the City and the Wildlife Agencies based on a Property Analysis Record, or similar cost estimation method, to secure the ongoing funding for the perpetual long-term management, maintenance, and monitoring of the off-site wetland mitigation area by an agency, nonprofit organization, or other entity approved by the City and the Wildlife Agencies.

The project would implement BIO-SD-9 to ensure the long-term conservation of the on-site remaining environmentally sensitive lands in accordance with Section 143.0140(a) of the SDMC ESL regulation (City of San Diego 2022). Long-term management of the wetlands within the covenant of easement would be managed by the homeowners association in accordance with the Long-term Management Plan (BIO-SD-10).

Mitigation measure BIO-SD-10 requires a long-term management plan for the remaining on-site wetlands to be prepared and approved by the City prior to the issuance of construction permits. This plan must require (1) yearly inspection and enforcement of lighting within the site to be directed and shielded away from the wetland area; (2) yearly maintenance of the 6-foot block wall that separates the development from the wetland area to reduce intrusion into the wetlands; (3) control invasive species appearing within the wetland three times a year; (4) brush management once a year with techniques that protect habitat quality; and (5) trash removal once a year. Funding for maintenance in perpetuity to implement this plan would be required prior to the issuance of construction permits.

#### **5.1.1.4.2 Finding**

In addition to mitigation measure BIO-SD-2 relating to indirect impacts to sensitive habitat, the project would implement BIO-SD-8 to BIO-SD-9 requiring specific mitigation associated with impacts to jurisdictional wetland resources. BIO-SD-8 requires compensatory wetland mitigation resulting in no overall net loss of wetlands at ratios approved by RWQCB, CDFW, and the City of San Diego. To ensure no net loss, the mitigation shall include a 1:1 creation or restoration component per the City's Biology Guidelines (2018). Additionally, a Wetlands Plan is required to be submitted and approved by RWQCB, CDFW, and the City to ensure a long-term planting and viability plan for the wetlands restoration. BIO-SD-9 requires the remaining environmentally sensitive lands to be placed in a covenant of easement (Figure 6-1) per Section 143.0140(a) of the SDMC. Additionally, mitigation measure BIO-SD-10 requires the preparation and approval of a long-term management plan associated with the on-site wetland. With the implementation of BIO-SD-8 through BIO-SD-10, direct impacts to wetlands would be reduced to less than significant. With the implementation of BIO-SD-2, indirect impacts to wetlands during construction would be reduced to less than significant.

**Reference:** These Findings incorporate by reference the information and analysis included in Final EIR Section 4.3, Biological Resources, and Final EIR Appendix D.

## **5.1.2 Health and Safety/Hazardous Materials**

### **5.1.2.1 Potentially Significant Effect**

The project could 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, resulting in a direct significant impact.

### **5.1.2.2 Facts in Support of Finding**

Although no burn ash was identified within the project site or within areas of the adjacent Davies property proposed for remedial grading, there is a potential risk that during construction of the project site, of burn ash being released during grading, which would have a direct significant impact as detailed in Final EIR Section 4.6.3.1 and Final EIR Appendix H.

**Mitigation Measure:** Mitigation measure HAZ-SD-1 requires the preparation of a Community Health and Safety Plan (CHSP) prior to the issuance of any construction permit. This plan must be approved by the City of San Diego Local Enforcement Agency (LEA) and the LEA shall be included in preconstruction meetings. The CHSP shall include a site description, the scope of work to be conducted, responsibilities and key personal and contact information, analysis of hazards present, and procedures and protocols based on current regulatory standards and guidance to be utilized in the event hazardous conditions related to burn ash is encountered. The CHSP shall include information informing all personnel of the potential presence of burn ash and procedures to follow if any is encountered during construction activities. The Owner/Permittee shall provide the City of San Diego with evidence of completion and approval of the CHSP prior to issuance of grading permits.

### **5.1.2.3 Finding**

Mitigation measure HAZ-SD-1 requires preparation of a CHSP under the oversight of the City of San Diego LEA to detail potential hazards that may be present, and procedures and protocols based on current regulatory standards to be utilized in the event any hazardous condition is encountered. Specifically, the CHSP would include procedures to follow should burn ash be encountered during grading and construction activities. Implementation of mitigation measure HAZ-SD-1 would ensure adverse impacts related to the potential accidental release of burn ash during grading for the areas currently within the City of San Diego would be reduced to less than significant.

**Reference:** These Findings incorporate by reference the information and analysis included in Final EIR Section 4.8.3.2 and Final EIR Appendix H.

### **5.1.3 Historical and Tribal Cultural Resources**

#### **5.1.3.1 Potentially Significant Effect**

A potentially significant impact to unknown prehistoric/archaeological resources could result during on-site grading and grading within the off-site components improvement areas. Therefore, impacts to historical resources associated with potential discovery of buried archaeological remains and/or Tribal Cultural Resources would be significant.

#### **5.1.3.2 Facts in Support of Finding**

During grading activities, there is a potential to impact buried prehistoric archaeological resources and/or Tribal Cultural Resources. This could result in direct significant impacts as detailed in Final EIR Sections 4.7.3.2 and 4.10.3.2 and Final EIR Appendix K.

**Mitigation Measure:** Mitigation measure HIST-SD-1 would require that, prior to issuance of a grading permit for any construction-related activity, the owner/permittee shall undertake a monitoring program to protect unknown archeological resources that may be encountered during construction and/or maintenance-related activities. The monitoring plan includes checking entitlement plans, submitting letters of qualifications, verifying records search, and attending preconstruction meetings; it also calls for monitors being present during grading, excavation, and/or trenching; and defines a protocol in the case a resource is discovered. If a resource is discovered, the Principal Investigator (PI) and Native American consultant/monitor shall evaluate the significance of the resource. If human remains are discovered, the procedures set forth in Public Resources Code Section 15064.5(e), Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5 shall be undertaken. The procedures and protocols outlined in the mitigation measure HIST-SD-1 would ensure that any significant resources discovered during ground-disturbing activities would not be damaged or destroyed during ground-disturbing activities.

#### **5.1.3.3 Finding**

Implementation of mitigation measure HIST-SD-1 requires archaeological and Native American monitoring during grading to ensure oversight during ground-disturbing activities. Should unidentified potentially significant historic archaeological or Tribal Cultural Resources be discovered during project grading, the monitors would halt work to allow the resources to be evaluated. If significant resources are recovered, implementation of a Research Design and Data Recovery Program would be required. Therefore, implementation of mitigation measure HIST-SD-1 would ensure significant resources are treated properly to reduce significant direct impacts to less than significant.

**Reference:** These Findings incorporate by reference the information and analysis included in Final EIR Section 4.7, Historical Resources, Section 4.10, Tribal Cultural Resources, and Final EIR Appendix K.

## **5.1.4 Hydrology and Water Quality**

### **5.1.4.1 Potentially Significant Effect**

As detailed above in Section 5.1.2, the project site may contain burn ash hazardous materials. The project could violate water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality during grading of soils containing such materials, resulting in a significant direct impact to water quality.

### **5.1.4.2 Facts in Support of Finding**

Due to the potential for burn ash to be encountered during site grading, pollutants could be released during construction and flow into surface water. The potential to encounter burn ash within the project site would result in a potentially significant impact to water quality, as detailed in Final EIR Section 4.12.3.2 and Final EIR Appendix K.

**Mitigation Measures:** See above discussion in Section 5.1.2.2 of mitigation measure HAZ-SD-1. In summary, mitigation measure HAZ-SD-1 requires preparation of a CHSP under the oversight of the City of San Diego LEA to address potential hazards that may be present and avoid significant impacts to water quality.

### **5.1.4.3 Finding**

The project would implement mitigation measure HAZ-SD-1, requiring preparation and approval of a CHSP prior to ground-disturbing activities within the City of San Diego. Under the oversight of the City of San Diego LEA, the CHSP would detail potential hazards that may be present, as well as procedures and protocols based on current regulatory standards to be utilized in the event any hazardous condition is encountered. Specifically, the CHSP would include procedures to follow should burn ash be encountered during grading and construction activities. Therefore, implementation of mitigated measure HAZ-SD-1 would reduce potential direct and indirect impacts related to pollutant runoff (burn ash) to less than significant levels.

**Reference:** These Findings incorporate by reference the information and analysis included in Final EIR Section 4.12, Hydrology and Water Quality and Final EIR Appendices H-1 through H-5.

## **5.2 Impacts that Would Remain Significant and Unavoidable: Findings Pursuant to State CEQA Guidelines Section 15091(a)(3)**

The City of San Diego, having reviewed and considered the information contained in the Final EIR and the Record of Proceedings, and pursuant to Public Resource Code Section 21081(a)(3) and CEQA Guidelines Section 15091(a)(3), finds that specific economic, legal, social, technological, or other considerations make infeasible any mitigation measures related to land use plan consistency (consistency with the City of San Diego General Plan 021-2029 Housing Element) for the project's greenhouse gas [GHG] and vehicle miles traveled (VMT) impacts as explained in more detail in the Final EIR.

“Feasible” is defined in Section 15364 of the CEQA Guidelines to mean “capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors.” Public Resources Code Section 21081 and CEQA Guidelines Section 15091(a)(3) also provide that “other” considerations may form the basis for a finding of infeasibility. Case law makes clear that a mitigation measure or alternative can be deemed infeasible because of its failure to meet project objectives or on related public policy grounds. These Findings are appropriate because there are no feasible mitigation measures available that would reduce the identified project impacts to below a level of significance.

## **5.2.1 Greenhouse Gas Emissions**

### **5.2.1.1 Potentially Significant Effect**

The project would result in significant impacts associated with GHG emissions and conflict with applicable plans, policies, and/or regulation adopted for the purpose of reducing the emissions of GHGs.

### **5.2.1.2 Facts in Support of Finding**

Under Annexation Scenario 2a, the project would implement the City of San Diego’s Climate Action Plan (CAP) Consistency Regulations and proposed project design features. However, because the project would not be consistent with the growth projections used in the development of the CAP, cumulative GHG impacts would be significant. Therefore, impacts related to GHG emissions and conflicts with applicable plans, policies, or regulations adopted for the purpose of reducing the emissions of GHGs would be significant as detailed in Final EIR Section 4.5 and Final EIR Appendix M-1.

**Mitigation Measures:** Mitigation measure GHG-SD-1 would provide a transit subsidy program to future residents with annual reports provided to the City Engineer for the first five years. Mitigation measure GHG-SD-2 requires a yearly flyer to be provided to homeowners and tenants regarding available transit-designated bicycle routes, local bicycle groups and programs, local walking routes and programs, and rideshare programs. Mitigation measure GHG-SD-3 requires the permittee to provide one bicycle (up to a \$400 value) per unit to the first buyer of each unit. Mitigation measure GHG-SD-4 requires the building plans to identify appliances (clothes washers, dishwashers, refrigerators, and ceiling fans) to be Energy Star-rated. Mitigation measure GHG-SD-5 requires building plans to include non-gas residential water heaters (e.g., electric or solar water heating). Mitigation measure GHG-SD-6 requires landscape plans to provide for low-water use/drought tolerant plant species with low-water use irrigation (e.g., spray head or drip), where required.

### **5.2.1.3 Finding**

The project would implement mitigation measures GHG-SD-1 through GHG-SD-6 to reduce the project’s GHG emission impact. The project would also implement the City of San Diego’s CAP Consistency Regulations. However, per the City of San Diego’s CAP threshold guidance, a project that would generate more emissions than planned for in the City of San Diego CAP would result in a significant impact with regards to GHG. The project site is not currently within the City of San Diego



and therefore the associated GHG emissions were not accounted for in the City of San Diego CAP. As such, the project would be required to achieve net zero emissions in order to not increase emissions beyond the level assumed in the CAP. All feasible mitigation has been implemented as further detailed in the GHG Emissions Technical Report (see Appendix G). While the proposed mitigation measures would reduce GHG emissions to the extent feasible, the project would not achieve net zero emissions and therefore would not be consistent with the CAP, resulting in a significant and unavoidable cumulative GHG emission impact after mitigation.

No other feasible mitigation measures have been identified or proposed that would mitigate this impact to below a level of significance. Specific economic, legal, social, technological, or other considerations described below make the mitigation measures or project alternatives identified in the Final EIR infeasible. Thus, the impact is significant and unavoidable.

**Reference:** These Findings incorporate by reference the information and analysis included in Final EIR Section 4.5, EIR Section 7.2.5, and Final EIR Appendix G.

## **5.2.2 Transportation/Circulation**

### **5.2.2.1 Potentially Significant Effect**

The project would exceed VMT thresholds identified in the City of San Diego Transportation Study Manual (TSM). Pursuant to the TSM the project would exceed the threshold of 15 percent below the regional mean VMT per capita. Direct and cumulative impacts would be significant.

#### **5.2.2.2 Facts in Support of Finding**

The project would apply Transportation Demand Management measure T-4 (Integrate Affordable and Below Market Rate Housing) from the California Air Pollution Control Officers Association (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity. The project proposes 22 affordable units (11 low-income and 11 moderate-income). Measure T-4 would apply to the 11 low-income units. Application of this strategy resulted in a reduction of approximately 1.4 percent of the project's total VMT per capita, resulting in 90.6 percent of the regional mean VMT per capita, which is above the City of San Diego's threshold of 85 percent of the regional average VMT per capita. Therefore, even with the application of CAPCOA reduction measures, and GHG related project design features (PDFs), impacts would be significant (EIR Sections 4.9 and 7.2.5).

**Mitigation Measures:** Mitigation measure TRA-SD-1 requires the owner/permittee pay the City of San Diego Active Transportation In Lieu Fee, consistent with SDMC Section 143.1101.

#### **5.2.2.3 Finding**

The project would implement mitigation measures TRA-SD-1 requiring the collection of funds consistent with SDMC Section 143.1101 to be used to fund VMT reducing infrastructure projects throughout the City of San Diego. However, notwithstanding implementation of CAPCOA reduction measure T-4 and mitigation measure TRA-SD-1, because the project would not be able to reduce

VMT to below 85 percent of regional mean (per capita), it would result in a significant and unavoidable direct and cumulative VMT impact after mitigation. The project will rely upon the Findings and Statement of Overriding Considerations of the City of San Diego 's Complete Communities: Mobility Choices FEIR (State Clearinghouse #2019060003) and pay the required City of San Diego Active Transportation In-Lieu Fee as mitigation to the extent feasible.

No other feasible mitigation measures have been identified or proposed that would mitigate this impact to below a level of significance. Specific economic, legal, social, technological, or other considerations described below make the mitigation measures or project alternatives identified in the Final EIR infeasible. Thus, the direct and cumulative impact is significant and unavoidable.

**Reference:** These Findings incorporate by reference the information and analysis included in Final EIR Section 4.9, EIR Section 7.2.5 and Final EIR Appendix M-1.

### **5.2.3 Land Use**

#### **5.2.3.1 Potentially Significant Effect**

Under Annexation Scenario 2a, site grading and development proceed after the LAFCO reorganization process is complete. Therefore, all development-related impacts are based on City of San Diego regulations and policies. The project would conflict with the City of San Diego General Plan Housing Element because it would not be consistent with Goal 5, Objective O which states that housing policies should align with state and local emissions reduction and climate adaptation strategies. Therefore, direct and cumulative impacts associated with land use plans and policies would be significant.

#### **5.2.3.2 Facts in Support of Finding**

Although the project would implement mitigation measures GHG-SD-1 through GHG-SD-6 (see Section 5.2.1.2), GHG emissions are considered significant because the project site is not currently within the City of San Diego and associated emissions were not accounted for in the City of San Diego CAP. To meet the assumptions in the CAP, the project would have to obtain net zero or negative GHG emissions. While the inclusion of mitigation measures GHG-SD-1 through GHG-SD-4 would reduce GHG emissions, the associated reduction cannot be shown to result in net zero emissions, and it cannot be demonstrated that the project would achieve emissions consistent with the CAP. As such, the project would not be consistent with the CAP and the project would not be consistent with Goal 5, Objective O of the Housing Element.

#### **5.2.3.3 Finding**

The project would implement the GHG mitigation measures described above in Section 5.2.1.2. However, because it cannot be demonstrated that the project is consistent with the City of San Diego CAP, the project would result in a significant and unavoidable direct and cumulative GHG impact after mitigation.

No other feasible mitigation measures have been identified or proposed that would mitigate this impact to below a level of significance. Specific economic, legal, social, technological, or other considerations described below make the mitigation measures or project alternatives identified in the Final EIR infeasible. Thus, the impact is significant and unavoidable.

**Reference:** These Findings incorporate by reference the information and analysis included in Final EIR Section 4.1 and EIR Section 7.2.1.

### **5.3 Findings Regarding Alternatives [CEQA § 21081(a)(3) and CEQA Guidelines § 15091(a)(3)]**

Because the project has the potential to cause one or more significant environmental effects, the City of San Diego must make findings with respect to the alternatives to the project considered in the Final EIR, evaluating whether these alternatives could feasibly avoid or substantially lessen the project's significant environmental effects while achieving most of its objectives (listed in Section 2.3, above, and Section 3.1.2 of the Final EIR).

The City of San Diego, having reviewed and considered the information contained in the Final EIR and the Record of Proceedings, and pursuant to Public Resource Code § 21081(a)(3) and State CEQA Guidelines §15091(a)(3), makes the following findings with respect to the alternatives identified in the Final EIR (ER22-001/SCH No. 2022060260):

*Specific economic, legal, social, technological, or other considerations, including considerations of the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the Final EIR (ER22-001/ SCH No. 2022060260) as described below.*

"Feasible" is defined in Section 15364 of the CEQA Guidelines to mean *capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors*. The CEQA statute (Section 21081) and Guidelines (Section 15019(a)(3)) also provide that "other" considerations may form the basis for a finding of infeasibility. Case law makes clear that a mitigation measure or alternative can be deemed infeasible on the basis of its failure to meet project objectives or on related public policy grounds. This finding is appropriate with respect to the project because there are no feasible mitigation measures available that would reduce the identified impacts to below a level of significance.

The objectives of the proposed project are stated above in Section 2.2.1 Statement of Objectives.

The City Council must consider the feasibility of any alternatives to the project, evaluating whether these alternatives could avoid or substantially lessen significant environmental effects while achieving most of the objectives of the project.

The Final EIR includes an analysis of one alternative scenarios comparable to the Annexation Scenario 2a: the Reduced Footprint Wetland Impact Reduction Alternative. The No Project (No Development) and No Project (Development under the Existing Plan alternatives are not available for the City of San Diego to adopt, as they would be under the discretion of the City of Chula Vista. In

addition, the Reduced Unit Alternative (200 units) was found to be infeasible for the City of San Diego as it would not comply with City of San Diego requirements to provide a secondary access.

### **5.3.1 Reduced Footprint Wetland Impact Reduction Alternative**

This alternative would reduce project impacts to wetlands that would occur from construction of the proposed main entrance road from Denney Road and a gated secondary emergency access road. To reduce project impacts to wetlands from the proposed access roadways, the access would be redesigned to include bridging over the wetlands. To allow for bridging to reduce wetland impacts, and to provide a 100-foot buffer around the wetland area, the development footprint would be reduced and shifted to the west. This alternative would develop up to 221 dwelling units of the same design on a reduced footprint compared to the project. To accommodate the reduced footprint, a combination of the unit types would be constructed to three stories instead of two stories. The same deviations to the City of San Diego Land Development Code would be required under this alternative, with an additional deviation for the increased building height. Additional details of this alternative are provided in Final EIR Section 9.5.

#### **5.3.3.1 Potentially Significant Effects**

Under this alternative, all impacts would be the same, except that the following would be incrementally reduced: Biological Resources (wetlands); Geological (paleontological resources); and Historic and Tribal Cultural Resources (prehistoric and human remains).

None of the impacts associated with this alternative would be greater than those resulting from the proposed project.

#### **5.3.3.2 Finding and Supporting Facts**

The Reduced Footprint Wetland Impact Reduction Alternative would reduce the severity of the project's impacts related to biological resources due to a reduction in wetland impacts; however, impacts to other biological resources would remain significant, the same as Annexation Scenario 2a. Potential impacts related to the following issue areas would be less than those resulting from the proposed project, with or without mitigation: Paleontological Resources, Historical Resources, and Tribal Cultural Resources.

The Reduced Footprint Wetland Impact Reduction Alternative would meet Objective 1, as it would redevelop an underutilized property to provide housing in response to housing needs. This alternative would also meet Objective 2 because it would require LAFCO action to annex into the City of San Diego. Objectives 3 and 5 would be met because, although the footprint of the development would be reduced, this alternative would provide a residential community conducive to walking and bicycling and provide amenities that contribute to the nearby OVRP recreational uses. Additionally, construction of this alternative would generate some financial benefits and meet Objective 6. Due to the reduced development footprint and the need to construct three-story residential structures, housing under this alternative would be constructed as a single product: rowhomes. This would not meet Objective 4, which is to provide a variety of housing. Overall, the Reduced Footprint Wetland

Impact Reduction Alternative would meet five out of six objectives and would meet the basic project objectives.

**Reference:** These Findings incorporate by reference the information and analysis included in Final EIR Section 9.5, Reduced Footprint Wetland Impact Reduction Alternative.

## **6.0 FINDINGS REGARDING OTHER CEQA CONSIDERATIONS**

### **6.1 Growth Inducement**

#### **6.1.1 Short-term Growth Inducement**

Short-term growth could occur due to the increased demand for trade skills and labor during construction. It is anticipated that this demand would be met predominantly by the local labor force and would not require the importation of a substantial number of workers or cause an increased demand for temporary or permanent local housing. Further, construction of the project is expected to take approximately 48 months. Since construction would be short-term and temporary, it would not lead to an increase in employment on-site that would stimulate the need for additional housing or services. Accordingly, no associated substantial short-term growth-inducing effects would result.

#### **6.1.2 Induce Population Growth**

The project would result in greater population growth than originally assessed under the City of San Diego's General Plan. The proposed construction of 221 units is not anticipated to result in an unplanned population increase beyond the San Diego Association of Governments (SANDAG) Regional Population and Housing Forecast, considering there is a shortage of housing to accommodate the existing and planned population. Although the project would increase the residential density of the site, the proposed housing would be growth accommodating because of the need for housing to support the anticipated regional growth that would occur with or without development of the project. Thus, the project would not directly induce substantial unplanned population growth to the area. The population would be accommodated in proximity to a major transit stop, regional shopping, medical uses, and parks. The project site is not located in a Transit Priority Area, as defined by SANDAG's San Diego Forward: 2021 Regional Plan.

As detailed in Section 4.2.3.2 of the Final EIR, SANDAG Series 13 estimates the population in the City of San Diego would grow from 1,453,267 in 2020 to 1,665,609 in 2035. This would equate to an additional 14,156 persons per year from 2020 to 2035. Furthermore, SANDAG Series 13 estimates that the City of San Diego would have 559,143 residential units in 2020 and 640,668 residential units in 2035. This would equate to an additional 5,435 units per year from 2020 to 2035. Implementation of the project would result in an increase in 221 residential units in a location assumed to be open space in SANDAG's growth projections. While the project would include residential in an area previously planned for open space, this would be accommodated in the regional growth projections. As discussed in the City of San Diego General Plan Housing Element 2021-2029 the City of San Diego is currently experiencing a housing shortage and, as a result, in urgent need of additional housing. The City of San Diego's assigned target of the Regional Housing Needs Allocation (RHNA) target for the 2021-2029 RHNA Cycle is 108,036 homes. Although the City of San Diego is planning for

additional housing to meet current need, during the fifth RHNA Cycle (2010-2020), the City of San Diego was assigned a target of permitting 88,096 new housing units and less than half of those units were constructed (42,275) as of December 2019. The proposed construction of 221 units is not anticipated to result in an unplanned population increase beyond SANDAG Regional Population and Housing Forecast considering there is a shortage of housing to accommodate the existing and planned population. Therefore, the project would not induce unplanned population growth.

### **6.1.3 Induce Extension of Roads**

As discussed in Final EIR Section 4.14.3.2, the project would connect to existing utility connections that serve the surrounding community to accommodate the internal utility infrastructure needs of the development. No new major infrastructure facilities are required specifically to accommodate the project. No existing capacity deficiencies were identified for water, wastewater, or storm drain facilities that would serve the project. Furthermore, the project would not generate sewage flow or stormwater that would exceed the capacity already planned for the sewer line or storm drain. Lastly, the internal roadway network proposed to be constructed within the project site would connect to the existing roadway network surrounding the project site.

Since the project site is surrounded by existing development and would connect to existing utility infrastructure, implementation of the project would not remove a barrier to economic or population growth through the construction or connection of new public utility infrastructure. The project would not induce road extensions or the need for new infrastructure.

Overall, the project would not remove barriers to growth and would not be considered growth-inducing.

## **6.2 Significant Irreversible Environmental Changes**

Section 15126.2(d) of the CEQA Guidelines requires an EIR to address any significant irreversible environmental changes that may occur because of project implementation. Consistent with the analysis in Section 5.2 of the Final EIR, the City of San Diego finds that implementation of the project would result in significant irreversible impacts to non-renewable resources. Construction and operation of future housing sites would result in the ir retrievable commitment of limited, slowly renewable, and nonrenewable resources, which would limit the availability of these resource quantities for future generations or for other uses. Implementation of the project would require the irreversible consumption of natural resources and energy. Natural resource consumption would include lumber and other forest products, sand and gravel, asphalt, steel, copper, other metals, and water. Building materials, while perhaps recyclable in part at some long-term future date, would for practical purposes be considered permanently consumed. Energy derived from non-renewable sources, such as fossil and nuclear fuels, would be consumed during construction and operational lighting, heating, cooling, and transportation uses. However, through required compliance with the regulations in effect at the time of development, the amount and rate of consumption of these resources would not result in significant environmental impacts or the unnecessary, inefficient, or wasteful use of resources.

## **7.0 FINDINGS REGARDING RESPONSES TO LETTERS OF COMMENTS AND FINAL EIR REVISIONS**

The Final EIR includes the comments received on the Draft EIR and responses to those comments. The focus of the responses to comments is on the disposition of significant environmental issues that are raised in the comments, as specified by CEQA Guidelines Section 15088(c).

**Finding/Rationale:** Responses to comments made on the Draft EIR and revisions in the Final EIR merely clarify and amplify the analysis presented in the Draft EIR, and do not trigger the need to recirculate per CEQA Guidelines section 15088.5(b).

## **8.0 STATEMENT OF OVERRIDING CONSIDERATIONS**

Pursuant to Section 21081(b) of CEQA and CEQA Guidelines §15093 and 15043, CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project.

If the specific economic, legal, social, technological, or other benefits outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered acceptable pursuant to Public Resources Code §21081. CEQA further requires that when the lead agency approves a project which will result in the occurrence of significant effects which are identified in the EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the EIR and/or other information in the record.

Pursuant to the Public Resources Code §21081(b) and CEQA Guidelines § 15093, the City Council, having considered all of the foregoing, finds that the following specific overriding economic, legal, social, technological, or other benefits associated with the project outweigh unavoidable adverse direct impacts related to Land use (conflict with the City of San Diego Housing Element goals and policies), GHG (emissions and conflicts with plans) and Transportation (VMT).

The City Council declares that it has adopted all feasible mitigation measures to reduce the proposed environmental impacts to an insignificant level; considered the entire administrative record, including the EIR; and weighed the proposed benefits against its environmental impacts. This determination is based on the following specific benefits, each of which is determined to be, by itself and independent of the other project benefits, a basis for overriding and outweighing all unavoidable adverse environmental impacts identified in the Final EIR.

### **Public Services Benefits**

- Annexation of the project site into the City of San Diego would allow for the more efficient provision of public services. With the project site being accessed from City of San Diego public roads and served by City of San Diego water and sewer facilities, annexation of the project site would alleviate the City of Chula Vista and City of San Diego from the potential necessity and administrative/fiscal burden of needing out-of-agency agreements for services. It would additionally alleviate the likely need for tax-sharing agreements between

the City of San Diego and City of Chula Vista to ensure the tax revenue from development in the City of Chula Vista appropriately funds the City of San Diego services upon which it relies.

### **Recreational Benefits**

- The project would construct on-site community facilities and other recreational amenities that would be accessible to the public, including several pocket parks, paseos, and trail connections to the OVRP, as shown in the Final EIR on Figure 3-6. Of the project's five park areas, two are sited along the northern boundary to increase access and views toward the OVRP. The central overlook pocket park at the northern boundary would also provide a public trail connection to the OVRP, and the pocket park at the northwestern corner of the site would offer two playground areas. All of the park areas would provide amenities to the community. Three paseos are also included. Finally, an approximate 0.04-acre monument entry pocket park would be provided near the project entrance that would provide a meeting location for trail users.
- The City of San Diego is one of the joint powers of the OVRP and would benefit from the proposed overlook and trail improvements related to the OVRP. Trails associated with the OVRP would provide benefits to the community residents.

### **Biological Benefits**

- The project would provide drainage improvements that would reduce an erosion/drainage incision concern that currently exists on the property. Under the existing conditions, high volumes of runoff are discharged from the Kiaser Permanente site to the south through the onsite drainage, which has resulted in scour and erosion of the onsite drainage. The project would install a low-flow splitter that would regulate flows through the onsite drainage. During high flow conditions, excess drainage would be directed to an adjacent biofiltration basin and piped through the development, before sheet flowing north via a headwall. In addition, a culvert under the secondary access road would maintain flows between the on-site City of San Diego wetlands, before flowing north into an additional culvert that directs flows to rip-rap, before sheet flowing north towards the Otay River with rip-rap along the northern project boundary. This would reduce existing erosion issues, improve downstream water quality, and improve the biological value of the drainage through the site. The Otay River flows through the City of San Diego jurisdiction, and the improvement of water quality would be a benefit to the City.
- The project would provide remediation of portions of the Davies property (see Final EIR Figure 4.6-2), which may be causing water pollution in the Otay River due to stormwater runoff.

### **Regional Housing Benefits**

- The project would accommodate the need for housing to support the anticipated regional growth. The City of San Diego is currently experiencing a housing crisis and the project's contribution of dwelling units (i.e., up to 221 dwelling units consisting of detached



condominiums, duplexes, and townhome dwelling units) would assist in alleviating the regional crisis. The project would provide 22 on-site affordable homes with 11 homes affordable-to-low-income households and 11 homes affordable-to-moderate income households.

- The project would assist the City with meeting the regional housing needs. The City would be entitled to receive credit towards its share of the regional housing needs allocation for the number of qualifying dwelling units.
- The project would assist the City in meeting housing goals by providing new housing opportunities to the City by utilizing an undeveloped site for an infill development near existing commercial and recreational uses and provide a cohesive design that is compatible in use, scale and character with the surrounding neighborhood.
- The project includes a range of housing types, sizes and bedrooms that meet the household family sizes anticipated in Otay Mesa community. The project promotes affordable housing development through the provision of a variety of housing types that are affordable in nature.

### **Conclusion**

The City Council finds in accordance with Public Resources Code §21081(b) and 21081.5, and CEQA Guidelines §§15093 and 15043, that any, or any combination of, the Statement of Overriding Consideration benefits noted above would be sufficient to reach the conclusion that overriding findings justify the significant, unmitigable impacts that were found.

## EXHIBIT B

### MITIGATION MONITORING AND REPORTING PROGRAM

**Nakano Project  
PRJ-1076302  
SCH No. 2022060260**

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with Public Resources Code Section 21081.6 during the implementation of mitigation measures. This program identifies, at a minimum, the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. A record of the Mitigation Monitoring and Reporting Program will be maintained at the offices of the Land Development Review Division, 1222 First Avenue, Fifth Floor, San Diego, CA, 92101. All mitigation measures contained in the Environmental Impact Report PRJ-1076302/ EIR No. 22-001/SCH No. 2022060260 shall be made conditions of the Uncodified Ordinance and, a Site Development Permit as further described below.

#### **A. GENERAL REQUIREMENTS – PART I Plan Check Phase (prior to permit issuance)**

1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "**ENVIRONMENTAL/MITIGATION REQUIREMENTS.**"

These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

3. The **TITLE INDEX SHEET** must also show on which pages the “Environmental/ Mitigation Requirements” notes are provided.
4. **SURETY AND COST RECOVERY** – The Development Services Director or City Manager may require appropriate surety instruments or bonds from private Permit Holders to ensure the long-term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

**B. GENERAL REQUIREMENTS – PART II Post Plan Check (After permit issuance/Prior to start of construction)**

1. **PRE-CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from the MITIGATION MONITORING COORDINATOR (MMC). Attendees must also include the Permit Holder’s Representative(s), Job Site Superintendent and the following consultants:

*Qualified Biological Monitor*  
*Site Safety Manager*  
*Qualified Archaeological Monitor*

**Note: Failure of all responsible Permit Holder’s representatives and consultants to attend shall require an additional meeting with all parties present.**

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the **RE** at the **Field Engineering Division – 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, applicant is also required to call **RE and MMC at 858-627-3360.**

2. **MMRP COMPLIANCE:** This Project, PRJ-1076302, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e., to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.).

**Note: Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.**

3. **OTHER AGENCY REQUIREMENTS:** Evidence of compliance with all other agency requirements or permits shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency:
  - U.S. Army Corps of Engineers (404 Permit)
  - Regional Water Quality Control Board (401 Certification)
  - California Department of Fish and Wildlife (Streambed Alteration Agreement)
  - San Diego Gas and Electric (Easement Vacations)
4. **MONITORING EXHIBITS:** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11"x17" reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.

**Note: Surety and Cost Recovery – When deemed necessary by the Development Services Director or City Manager, additional surety instruments or bonds from the private Permit Holder may be required to ensure the long-term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.**

5. **OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner’s representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

| <b>DOCUMENT SUBMITTAL/INSPECTION CHECKLIST</b>   |   |   |
|--|---|---|
| <b>Issue Area</b>                                | <b>Document Submittal</b>                       | <b>Associated Inspection/Approvals/Notes</b>  |
| General  | Consultant Qualification Letters                | Prior to Preconstruction Meeting  |
| General  | Consultant Construction Monitoring Exhibits     | Prior to or at Preconstruction Meeting  |
| Biological Resources                             | Grading Plans                                   | Prior to Grading Permit Issuance  |
| Historical Resources / Tribal Cultural Resources | Archaeology Monitoring Exhibit                  | Prior to Grading Permit Issuance / Archaeology/Historic Site Observation during grading |
| Land Use/ Greenhouse Gas Emissions               | Building Plans and Occupancy Permit             | Prior to Building Permit and Occupancy Permit   |
| Health and Safety / Water Quality                | Grading Plans/ Community Health and Safety Plan | Prior to Grading Plan/ City Local Enforcement Agency Approval                           |
| Transportation                                   | Building Plans                                  | Prior to Building Permit / City Engineer Approval                                       |
| Bond Release                                     | Request for Bond Release Letter                 | Final MMRP Inspections Prior to Bond Release Letter                                     |

## C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

### Biological Resources

#### **BIO-SD-1 Sensitive Upland Vegetation**

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, by the City of San Diego for Annexation Scenario 2a, the owner/permittee shall mitigate for impacts to sensitive upland vegetation in accordance with the City of San Diego's 2018 Biology Guidelines. The project owner/permittee shall mitigate direct impacts to Diegan coastal sage scrub and Diegan coastal sage scrub: Baccharis-dominated at a 1:1 mitigation ratio and non-native grassland at a 0.5:1 ratio inside the MHPA. Mitigation for 3.43 acres of Diegan coastal sage scrub (Tier II), 0.17 acre of Diegan coastal sage scrub: Baccharis-dominated (Tier II), and 13.65 acres of non-native grassland (Tier IIIB) will be achieved through the preservation of 10.43 acres of Diegan coastal sage scrub habitat (Tier II) at the Pacific Highlands Ranch Restoration and Mitigation Credit Area. The applicant shall provide proof of mitigation credit purchase to the City of San Diego via a mitigation ledger prior to issuance of any land development permits.

#### **BIO-SD-2 Biological Resource Protection During Construction**

##### **I. Prior to Construction**

- A. **Biologist Verification** - The owner/permittee shall provide a letter to the City's Mitigation Monitoring Coordination (MMC) section stating that a Project Biologist (Qualified Biologist) as defined in the City of San Diego's Biological Guidelines (2018), has been retained to implement the project's biological monitoring program. The letter shall include the names and contact information of all persons involved in the biological monitoring of the project.
- B. **Preconstruction Meeting** - The Qualified Biologist shall attend the preconstruction meeting, discuss the project's biological monitoring program, and arrange to perform any follow up mitigation measures and reporting including site-specific monitoring, restoration or revegetation, and additional fauna/flora surveys/salvage.
- C. **Biological Documents** - The Qualified Biologist shall submit all required documentation to MMC verifying that any special mitigation reports including but not limited to, maps, plans, surveys, survey timelines, or buffers are completed or scheduled per City Biology Guidelines, MSCP, ESL, project

permit conditions; CEQA; endangered species acts (ESAs); and/or other local, state or federal requirements.

- D. **BCME** - The Qualified Biologist shall present a Biological Construction Mitigation/Monitoring Exhibit (BCME) which includes the biological documents in C above. In addition, include: restoration/revegetation plans, plant salvage/relocation requirements (e.g., coastal cactus wren plant salvage, burrowing owl exclusions, etc.), avian or other wildlife surveys/survey schedules (including general avian nesting and USFWS protocol), timing of surveys, wetland buffers, avian construction avoidance areas/noise buffers/barriers, other impact avoidance areas, and any subsequent requirements determined by the Qualified Biologist and the City ADD/MMC. The BCME shall include a site plan, written and graphic depiction of the project's biological mitigation/monitoring program, and a schedule. The BCME shall be approved by MMC and referenced in the construction documents.
- E. **Resource Delineation** - Prior to construction activities, the Qualified Biologist shall supervise the placement of orange construction fencing or equivalent along the limits of disturbance adjacent to sensitive biological habitats and verify compliance with any other project conditions as shown on the BCME. This phase shall include flagging plant specimens and delimiting buffers to protect sensitive biological resources (e.g., habitats/flora & fauna species, including nesting birds) during construction. Appropriate steps/care should be taken to minimize attraction of nest predators to the site.
- F. **Education** - Prior to commencement of construction activities, the Qualified Biologist shall meet with the owner/permittee or designee and the construction crew and conduct an on-site educational session regarding the need to avoid impacts outside of the approved construction area and to protect sensitive flora and fauna (e.g., explain the avian and wetland buffers, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

## II. During Construction

- A. **Monitoring** - All construction (including access/staging areas) shall be restricted to areas previously identified, proposed for development/staging, or previously disturbed as shown on "Exhibit A" and/or the BCME. The Qualified Biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas, or cause other similar damage, and that the work plan has been amended to accommodate any sensitive species located during the preconstruction surveys. In addition, the Qualified Biologist shall document field activity via the Consultant Site Visit Record (CSV). The CSV shall be e-mailed to MMC

on the 1st day of monitoring, the 1st week of each month, the last day of monitoring, and immediately in the case of any undocumented condition or discovery.

- B. **Subsequent Resource Identification** - The Qualified Biologist shall note/act to prevent any new disturbances to habitat, flora, and/or fauna onsite (e.g., flag plant specimens for avoidance during access, etc.). If active nests or other previously unknown sensitive resources are detected, all project activities that directly impact the resource shall be delayed until species specific local, state or federal regulations have been determined and applied by the Qualified Biologist.

### **III. Post Construction Measures**

- A. In the event that impacts exceed previously allowed amounts, additional impacts shall be mitigated in accordance with City Biology Guidelines, ESL and MSCP, State CEQA, and other applicable local, state and federal law. The Qualified Biologist shall submit a final BCME/report to the satisfaction of the City ADD/MMC within 30 days of construction completion.

### **BIO-SD-3 Otay Tarplant Mitigation Plan**

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, shall incorporate the following mitigation measures into the project design and include them verbatim on all appropriate construction documents. In lieu of the below Otay Tarplant Mitigation Plan, the owner/permittee may also purchase equivalent mitigation credits at a City of San Diego-approved mitigation bank, subject to Wildlife Agency review and approval. The mitigation bank must contain an Otay tarplant population or have the species reintroduced for the purposes of mitigation. The applicant is required to provide proof of mitigation credit purchase to the City of San Diego prior to the issuance of any construction development permits.

### **Prior to Permit Issuance**

#### **A. Land Development Review (LDR) Plan Check**

1. Prior to the NTP or issuance for any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits, whichever is applicable, the ADD environmental designee shall verify that the requirements for the revegetation/restoration plans and specifications, including mitigation of direct impacts to Otay tarplant individual plants at a 4:1 ratio. While the number of individual plants present may vary year-to-year, it is estimated 14 individuals would be impacted and



mitigation would include 56 Otay tarplant individuals. The landscape construction documents and specifications must be found to be in conformance with the Otay Tarplant Mitigation Plan for the Nakano Project prepared by RECON 2022, the requirements of which are summarized below:

**B. Revegetation/Restoration Plan(s) and Specifications**

1. Landscape Construction Documents (LCD) shall be prepared on D-sheets and submitted to the City of San Diego Development Services Department, Landscape Architecture Section (LAS) for review and approval. LAS shall consult with Mitigation Monitoring Coordination (MMC) and obtain concurrence prior to approval of LCD. The LCD shall consist of revegetation/restoration, planting, irrigation and erosion control plans; including all required graphics, notes, details, specifications, letters, and reports as outlined below.
2. Landscape Revegetation/Restoration Planting and Irrigation Plans shall be prepared in accordance with the San Diego Land Development Code (LDC) Chapter 14, Article 2, Division 4, the LDC Landscape Standards submittal requirements, and Attachment "B" (General Outline for Revegetation/Restoration Plans) of the City of San Diego's LDC Biology Guidelines. The Principal Qualified Biologist (PQB) shall identify and adequately document all pertinent information concerning the revegetation/restoration goals and requirements, such as but not limited to, plant/seed palettes, timing of installation, plant installation specifications, method of watering, protection of adjacent habitat, erosion and sediment control, performance/success criteria, inspection schedule by City staff, document submittals, reporting schedule, etc. The LCD shall also include comprehensive graphics and notes addressing the ongoing maintenance requirements (after final acceptance by the City).
3. The Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Construction Manager (CM) and Grading Contractor (GC), where applicable shall be responsible to insure that for all grading and contouring, clearing and grubbing, installation of plant materials, and any necessary maintenance activities or remedial actions required during installation and the 120-day plant establishment period are done per approved LCD. The following procedures at a minimum, but not limited to, shall be performed:
  - a. The RMC shall be responsible for the maintenance of the *upland* mitigation area for a minimum period of 120 days. Maintenance visits shall be conducted on a *weekly* basis throughout the plant establishment period.

- b. At the end of the 120-day period the PQB shall review the mitigation area to assess the completion of the short-term plant establishment period and submit a report for approval by MMC.
  - c. MMC will provide approval in writing to begin the *five-year* long-term establishment/maintenance and monitoring program.
  - d. Existing indigenous/native species shall not be pruned, thinned or cleared in the revegetation/mitigation area.
  - e. The revegetation site shall not be fertilized.
  - f. The RIC is responsible for reseeding (if applicable) if weeds are not removed, within one week of written recommendation by the PQB.
  - g. Weed control measures shall include the following: (1) hand removal, (2) cutting, with power equipment, and (3) chemical control. Hand removal of weeds is the most desirable method of control and will be used wherever possible.
  - h. Damaged areas shall be repaired immediately by the RIC/RMC. Insect infestations, plant diseases, herbivory, and other pest problems will be closely monitored throughout the *five-year* maintenance period. Protective mechanisms such as metal wire netting shall be used as necessary. Diseased and infected plants shall be immediately disposed of off-site in a legally-acceptable manner at the discretion of the PQB or Qualified Biological Monitor (QBM) (City approved). Where possible, biological controls will be used instead of pesticides and herbicides.
4. If a Brush Management Program is required the revegetation/restoration plan shall show the dimensions of each brush management zone and notes shall be provided describing the restrictions on planting and maintenance and identify that the area is impact neutral and shall not be used for habitat mitigation/credit purposes.

**C. Letters of Qualification Have Been Submitted to ADD**

1. The applicant shall submit, for approval, a letter verifying the qualifications of the biological professional to MMC. This letter shall identify the PQB, Principal Restoration Specialist (PRS), and QBM, where applicable, and the names of all other persons involved in the implementation of the revegetation/restoration plan and biological monitoring program, as they are defined in the City of San Diego Biological Review References. Resumes and the biology worksheet should be updated annually.
2. MMC will provide a letter to the applicant confirming the qualifications of the PQB/PRS/QBM and all City Approved persons involved in the revegetation/restoration plan and biological monitoring of the project.

3. Prior to the start of work, the applicant must obtain approval from MMC for any personnel changes associated with the revegetation/restoration plan and biological monitoring of the project.
4. PQB must also submit evidence to MMC that the PQB/QBM has completed Storm Water Pollution Prevention Program (SWPPP) training.

### **Prior to Start of Construction**

#### **A. PQB/PRS Shall Attend Preconstruction (Precon) Meetings**

1. Prior to beginning any work that requires monitoring:
  - a. The owner/permittee or their authorized representative shall arrange and perform a Precon Meeting that shall include the PQB or PRS, Construction Manager (CM) and/or Grading Contractor (GC), Landscape Architect (LA), Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC.
  - b. The PQB shall also attend any other grading/excavation related Precon Meetings to make comments and/or suggestions concerning the revegetation/restoration plan(s) and specifications with the RIC, CM and/or GC.
  - c. If the PQB is unable to attend the Precon Meeting, the owner shall schedule a focused Precon Meeting with MMC, PQB/PRS, CM, BI, LA, RIC, RMC, RE and/or BI, if appropriate, prior to the start of any work associated with the revegetation/ restoration phase of the project, including site grading preparation.
2. Where Revegetation/Restoration Work Will Occur
  - a. Prior to the start of any work, the PQB/PRS shall also submit a revegetation/restoration monitoring exhibit (RRME) based on the appropriate reduced LCD (reduced to 11"x 17" format) to MMC, and the RE, identifying the areas to be revegetated/restored including the delineation of the limits of any disturbance/grading and any excavation.
  - b. PQB shall coordinate with the construction superintendent to identify appropriate Best Management Practices (BMPs) on the RRME.
3. When Biological Monitoring Will Occur
  - a. Prior to the start of any work, the PQB/PRS shall also submit a monitoring procedures schedule to MMC and the RE indicating when and where biological monitoring and related activities will occur.
4. PQB Shall Contact MMC to Request Modification
  - a. The PQB may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the revegetation/restoration plans and specifications. This request shall be

based on relevant information (such as other sensitive species not listed by federal and/or state agencies and/or not covered by the MSCP and to which any impacts may be considered significant under CEQA) which may reduce or increase the potential for biological resources to be present.

### **During Construction**

#### **A. PQB or QBM Present During Construction/Grading/Planting**

1. The PQB or QBM shall be present full-time during construction activities including but not limited to, site preparation, cleaning, grading, excavation, landscape establishment in association with the project's grading permit which could result in impacts to sensitive biological resources as identified in the LCD and on the RRME. **The RIC and/or QBM are responsible for notifying the PQB/PRS of changes to any approved construction plans, procedures, and/or activities. The PQB/PRS is responsible to notify the CM, LA, RE, BI and MMC of the changes.**
2. The PQB or QBM shall document field activity via the Consultant Site Visit Record Forms (CSVSR). The CSVSRs shall be faxed by the CM the first day of monitoring, the last day of monitoring, monthly, and in the event that there is a deviation from conditions identified within the LCD and/or biological monitoring program. The RE shall forward copies to MMC.
3. The PQB or QBM shall be responsible for maintaining and submitting the CSVSR at the time that CM responsibilities end (i.e., upon the completion of construction activity other than that of associated with biology).
4. All construction activities (including staging areas) shall be restricted to the development areas as shown on the LCD. The PQB/PRS or QBM staff shall monitor construction activities as needed, with MMC concurrence on method and schedule. This is to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance as shown on the approved LCD.
5. The PQB or QBM shall supervise the placement of orange construction fencing or City approved equivalent, along the limits of potential disturbance adjacent to (or at the edge of) all sensitive habitats, including Diegan coastal sage scrub (including Baccharis-variant), non-native grassland, southern willow scrub, emergent wetland, and disturbed wetland, as shown on the approved LCD.
6. The PQB shall provide a letter to MMC that limits of potential disturbance has been surveyed, staked and that the construction fencing is installed properly.
7. The PQB or QBM shall oversee implementation of BMPs, such as gravel bags, straw logs, silt fences or equivalent erosion control measures, as needed to

ensure prevention of any significant sediment transport. In 4.0 Environmental Analysis 4.3 Biological Resources Nakano Project EIR Page 4.3-59 addition, the PQB/QBM shall be responsible to verify the removal of all temporary construction BMPs upon completion of construction activities. Removal of temporary construction BMPs shall be verified in writing on the final construction phase CSV. R.

8. PQB shall verify in writing on the CSV. R's that no trash stockpiling or oil dumping, fueling of equipment, storage of hazardous wastes or construction equipment/material, parking or other construction related activities shall occur adjacent to sensitive habitat. These activities shall occur only within the designated staging area located outside the area defined as a biological sensitive area.
9. The long-term establishment inspection and reporting schedule per LCD must all be approved by MMC prior to the issuance of the Notice of Completion (NOC) or any bond release.

#### **B. Disturbance/Discovery Notification Process**

1. If unauthorized disturbances occurs or sensitive biological resources are discovered that where not previously identified on the LCD and/or RRME, the PQB or QBM shall direct the contractor to temporarily divert construction in the area of disturbance or discovery and immediately notify the RE or BI, as appropriate.
2. The PQB shall also immediately notify MMC by telephone of the disturbance and report the nature and extent of the disturbance and recommend the method of additional protection, such as fencing and appropriate Best Management Practices (BMPs). After obtaining concurrence with MMC and the RE, PQB and CM shall install the approved protection and agreement on BMPs.
3. The PQB shall also submit written documentation of the disturbance to MMC within 24 hours by fax or email with photos of the resource in context (e.g., show adjacent vegetation).

#### **C. Determination of Significance**

1. The PQB shall evaluate the significance of disturbance and/or discovered biological resource and provide a detailed analysis and recommendation in a letter report with the appropriate photo documentation to MMC to obtain concurrence and formulate a plan of action which can include fines, fees, and supplemental mitigation costs.
2. MMC shall review this letter report and provide the RE with MMC's recommendations and procedures.

## **Post Construction**

### **A. Mitigation Monitoring and Reporting Period**

1. Five-Year Mitigation Establishment/Maintenance Period
  - a. The RMC shall be retained to complete maintenance monitoring activities throughout the five-year mitigation monitoring period.
  - b. Maintenance visits will be conducted twice per month for the first six months, once per month for the remainder of the first year, and quarterly thereafter.
  - c. Maintenance activities will include all items described in the LCD.
  - d. Plant replacement will be conducted as recommended by the PQB (note: plants shall be increased in container size relative to the time of initial installation or establishment or maintenance period may be extended to the satisfaction of MMC).
2. Five-Year Biological Monitoring
  - a. All biological monitoring and reporting shall be conducted by a PQB or QBM, as appropriate, consistent with the LCD.
  - b. Monitoring shall involve both qualitative horticultural monitoring and quantitative monitoring (i.e., performance/success criteria). Horticultural monitoring shall focus on soil conditions (e.g., moisture and fertility), container plant health, seed germination rates, presence of native and non-native (e.g., invasive exotic) species, any significant disease or pest problems, irrigation repair and scheduling, trash removal, illegal trespass, and any erosion problems.
  - c. After plant installation is complete, qualitative monitoring surveys will occur monthly during year one and quarterly during years two through five.
  - d. Upon the completion of the 120-days short-term plant establishment period, quantitative monitoring surveys shall be conducted at 0, 6, 12, 24, 36, 48 and 60 months by the PQB or QBM. The revegetation/restoration effort shall be quantitatively evaluated once per year (in spring) during years three through five, to determine compliance with the performance standards identified on the LCD. All plant material must have survived without supplemental irrigation for the last two years.
  - e. Quantitative monitoring shall include the use of fixed transects and photo points to determine the vegetative cover within the revegetated habitat. Collection of fixed transect data within the revegetation/restoration site shall result in the calculation of percent cover for each plant species present, percent cover of target vegetation,

tree height and diameter at breast height (if applicable) and percent cover of non-native/ non-invasive vegetation. Container plants will also be counted to determine percent survivorship. The data will be used to determine attainment of performance/success criteria identified within the LCD.

- f. Biological monitoring requirements may be reduced if, before the end of the fifth year, the revegetation meets the fifth-year criteria and the irrigation has been terminated for a period of the last two years.
- g. The PQB or QBM shall oversee implementation of post-construction BMPs, such as gravel bags, straw logs, silt fences or equivalent erosion control measure, as needed to ensure prevention of any significant sediment transport. In addition, the PBQ/QBM shall be responsible to verify the removal of all temporary post-construction BMPs upon completion of construction activities. Removal of temporary postconstruction BMPs shall be verified in writing on the final postconstruction phase CSV.

#### **B. Submittal of Draft Monitoring Report**

1. A draft monitoring letter report shall be prepared to document the completion of the 120-day plant establishment period. The report shall include discussion on weed control, horticultural treatments (pruning, mulching, and disease control), erosion control, trash/debris removal, replacement planting/reseeding, site protection/signage, pest management, vandalism, and irrigation maintenance. The revegetation/restoration effort shall be visually assessed at the end of 120-day period to determine mortality of individuals.
2. The PQB shall submit two copies of the Draft Monitoring Report which describes the results, analysis, and conclusions of all phases of the Biological Monitoring and Reporting Program (with appropriate graphics) to MMC for review and approval within 30 days following the completion of monitoring. Monitoring reports shall be prepared on an annual basis for a period of five years. Site progress reports shall be prepared by the PQB following each site visit and provided to the owner, RMC, and RIC. Site progress reports shall review maintenance activities, qualitative and quantitative (when appropriate) monitoring results including progress of the revegetation relative to the performance/success criteria, and the need for any remedial measures.
3. Draft annual reports (three copies) summarizing the results of each progress report including quantitative monitoring results and photographs taken from

permanent viewpoints shall be submitted to MMC for review and approval within 30 days following the completion of monitoring.

4. MMC shall return the Draft Monitoring Report to the PQB for revision or for preparation of each report.
5. The PQB shall submit revised Monitoring Report to MMC (with a copy to RE) for approval within 30 days.
6. MMC will provide written acceptance of the PQB and RE of the approved report.

### **C. Final Monitoring Reports(s)**

1. PQB shall prepare a Final Monitoring upon achievement of the fifth-year performance/success criteria and completion of the five-year maintenance period.
  - a. This report may occur before the end of the fifth year if the revegetation meets the fifth-year performance /success criteria and the irrigation has been terminated for a period of the last two years.
  - b. The Final Monitoring report shall be submitted to MMC for evaluation of the success of the mitigation effort and final acceptance. A request for a pre-final inspection shall be submitted at this time, MMC will schedule after review of report.
  - c. If at the end of the five years any of the revegetated area fails to meet the project's final success standards, the applicant must consult with MMC. This consultation shall take place to determine whether the revegetation effort is acceptable. The applicant understands that failure of any significant portion of the revegetation/restoration area may result in a requirement to replace or renegotiate that portion of the site and/or extend the monitoring and establishment/maintenance period until all success standards are met.

### **D. Management and Maintenance in Perpetuity**

The Otay tarplant mitigation area shall be protected and managed/maintained in perpetuity. The Otay tarplant mitigation site shall be addressed through a long-term management plan. The Otay tarplant mitigation area shall be covered by a Covenant of Easement to the benefit of the City of San Diego or dedicated in-fee title to the City of San Diego. The project proponent shall provide funding in an amount approved by the City of San Diego based on a Property Analysis Record, or similar cost estimation method, to secure the ongoing funding for the perpetual long-term management, maintenance, and monitoring of the off-site mitigation area pursuant to the long-term management plan by an agency, nonprofit organization, or other entity approved by the City of San Diego.



#### **BIO-SD-4 Avian Protection Requirements**

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits or a Notice to Proceed for Subdivisions, removal of habitat that supports active nests in the proposed area of disturbance (both on-site and within the Wetland Plan area of work) should occur outside of the breeding season for least Bell's vireo, burrowing owl, coastal California gnatcatcher, yellow-breasted chat, and yellow warbler (February 1 to September 15) or a preconstruction survey shall be completed by a Qualified Biologist preconstruction to determine the presence or absence of nesting least Bell's vireo, burrowing owl, coastal California gnatcatcher, yellow-breasted chat, and yellow warbler on the proposed area of disturbance. The preconstruction survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the preconstruction survey to City of San Diego DSD for review and written approval prior to initiating any construction activities. If nesting birds are detected, a letter report in conformance with the City of San Diego's Biology Guidelines and applicable state and federal law (i.e., appropriate follow-up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report shall be submitted to the City of San Diego for review and written approval and implemented to the satisfaction of the City of San Diego. The City of San Diego's MMC Section and Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction.

#### **BIO-SD-5 Direct Impact Avoidance and Noise Restrictions for Least Bell's Vireo**

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, the City of San Diego Manager (or appointed designee) shall verify that the following project requirements regarding the least Bell's vireo are shown on the construction and wetland restoration plans:

No clearing, grubbing, grading, or other construction activities shall occur between March 15 and September 15, the breeding season of the least Bell's vireo, until the following requirements have been met to the satisfaction of the City of San Diego Manager:

- A. A Qualified Biologist (possessing a valid Endangered Species Act Section 10(a)(1)(a) Recovery Permit) shall survey those wetland areas that would be subject to construction noise levels exceeding 60 decibels [dB(A)] hourly average for the presence of the least Bell's vireo. Surveys for this species

shall be conducted pursuant to the protocol survey guidelines established by the USFWS within the breeding season prior to the commencement of construction. If the least Bell's vireo is present, then the following conditions must be met:

1. Between March 15 and September 15, no clearing, grubbing, or grading of occupied least Bell's vireo habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a Qualified Biologist; and
- 2a. Between March 15 and September 15, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 dB(A) hourly average at the edge of occupied least Bell's vireo or habitat. An analysis showing that noise generated by construction activities would not exceed 60 dB(A) hourly average at the edge of occupied habitat must be completed by a qualified acoustician (possessing current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the City of San Diego Manager at least two weeks prior to the commencement of construction activities. Prior to the commencement of any construction activities during the breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; or
- 2b. At least two weeks prior to the commencement of construction activities, under the direction of a qualified acoustician, noise attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from construction activities will not exceed 60 dB(A) hourly average at the edge of habitat occupied by the least Bell's vireo. Concurrent with the commencement of construction activities and the construction of necessary noise attenuation facilities, noise monitoring\* shall be conducted at the edge of the occupied habitat area to ensure that noise levels do not exceed 60 dB(A) hourly average. If the noise attenuation techniques implemented are determined to be inadequate by the qualified acoustician or biologist, then the associated construction activities shall cease until such time that adequate noise attenuation is achieved or until the end of the breeding season (September 16).

\*Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB (A) hourly average. If not, other measures shall be implemented in consultation with the Qualified Biologist

and the City of San Diego Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. If least Bell's vireo are not detected during the protocol survey, the Qualified Biologist shall submit substantial evidence to the City of San Diego Manager and applicable resource agencies for review and written approval which demonstrates whether or not mitigation measures such as noise walls are necessary between March 15 and September 15 as follows:
1. If this evidence indicates the potential is high for least Bell's vireo to be present based on historical records or site conditions, then condition A.III shall be adhered to as specified above.
  2. If this evidence concludes that no impacts to this species are anticipated, no mitigation measures would be necessary.

### **BIO-SD-6 Burrowing Owl Preconstruction Survey and Avoidance in the City of San Diego**

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, the City of San Diego Manager (or appointed designee) shall verify that the following project requirements regarding burrowing owl are shown on the construction plans:

#### **PRECONSTRUCTION SURVEY ELEMENT**

##### **Prior to Permit or Notice to Proceed Issuance:**

1. As this project area has been determined to be burrowing owl occupied or to have burrowing owl occupation potential, the Applicant Department or Permit Holder shall submit evidence to the ADD of Entitlements and MSCP staff, to the satisfaction of the City, verifying that a biologist possessing qualifications pursuant to the "Staff Report on Burrowing Owl Mitigation, State of California Natural Resources Agency Department of Fish and Game, March 7, 2012 (hereafter referred as CDFG 2012, Staff Report), has been retained to implement a burrowing owl construction impact avoidance program.
2. The qualified burrowing owl biologist (or their designated biological representative) shall attend the preconstruction meeting to inform construction personnel about the City of San Diego's burrowing owl requirements and subsequent survey schedule.

### **Prior to Start of Construction:**

1. The Applicant Department or Permit Holder and Qualified Biologist must ensure that initial preconstruction/take avoidance surveys of the project "site" are completed between 14 and 30 days before initial construction activities begin, including brushing, clearing, grubbing, or grading of the project site regardless of the time of the year. "Site" means the project site and the area within a radius of 450 feet of the project site. The report shall be submitted and approved by the Wildlife Agencies and/or City of San Diego MSCP staff in writing prior to construction or burrowing owl eviction(s) and shall include maps of the project site and burrowing owl locations on aerial photos.
2. The preconstruction survey shall follow the methods described in CDFG 2012, Staff Report - Appendix D.
3. 24 hours prior to commencement of ground-disturbing activities, the Qualified Biologist shall verify results of preconstruction/take avoidance surveys via review of the Survey Report (see report requirements in CDFG 2012, Staff Report - Appendix D 3) that is to be provided to the City and Wildlife Agencies. Written verification via the Survey Report shall be provided to the City of San Diego's MMC and MSCP Sections, and to the satisfaction of these sections. If results of the preconstruction surveys have changed and burrowing owl are present in areas not previously identified, immediate notification to the City of San Diego and Wildlife Agencies shall be provided prior to ground-disturbing activities.

### **During Construction:**

1. Best Management Practices shall be employed as burrowing owls are known to use open pipes, culverts, excavated holes, and other burrow-like structures at construction sites. Legally permitted active construction projects which are burrowing owl occupied and have followed all protocol in this mitigation section, or sites within 450 feet of occupied burrowing owl areas, should undertake measures to discourage burrowing owls from recolonizing previously occupied areas or colonizing new portions of the site. Such measures include, but are not limited to, ensuring that the ends of all pipes and culverts are covered when they are not being worked on, and covering rubble piles, dirt piles, ditches, and berms.
2. Ongoing Burrowing Owl Detection - If burrowing owls or active burrows are not detected during the preconstruction surveys, Section "A" below shall be followed. If burrowing owls or burrows are detected during the preconstruction surveys, Section "B" shall be followed. NEITHER THE MSCP SUBAREA PLAN NOR THIS MITIGATION SECTION ALLOWS FOR ANY BURROWING OWLS TO BE INJURED OR KILLED OUTSIDE **OR** WITHIN THE MHPA; in addition, IMPACTS TO BURROWING OWLS WITHIN THE MHPA MUST BE AVOIDED.

**A. Post Survey Follow Up if Burrowing Owls and/or Signs of Active Natural or Artificial Burrows Are Not Detected During the Initial**

**Preconstruction Survey** - Monitoring the site for new burrows is required using CDFG Staff Report 2012 Appendix D methods for the period following the initial preconstruction survey, until construction is scheduled to be complete and is complete (NOTE - Using a projected completion date [that is amended if needed] will allow development of a monitoring schedule).

- 1) If no active burrows are found but burrowing owls are observed to occasionally (1–3 sightings) use the site for roosting or foraging, they should be allowed to do so with no changes in the construction or construction schedule.
- 2) If no active burrows are found but burrowing owls are observed during follow up monitoring to repeatedly (4 or more sightings) use the site for roosting or foraging, the City of San Diego's MMC and MSCP Sections shall be notified and any portion of the site where owls have been sited and that has not been graded or otherwise disturbed shall be avoided until further notice.
- 3) If a burrowing owl begins using a burrow on the site at any time after the initial preconstruction survey, procedures described in Section B must be followed.
- 4) Any actions other than these require the approval of the City of San Diego and the Wildlife Agencies.

**B. Post Survey Follow Up if Burrowing Owls and/or Active Natural or Artificial Burrows are Detected During the Initial Preconstruction**

**Survey** - Monitoring the site for new burrows is required using Appendix D CDFG 2012, Staff Report for the period following the initial preconstruction survey, until construction is scheduled to be complete and is complete (NOTE - Using a projected completion date (that is amended if needed) will allow development of a monitoring schedule which adheres to the required number of surveys in the detection protocol).

- 1) This section (B) applies only to sites (including biologically defined territory) wholly outside of the MHPA – all direct and indirect impacts to burrowing owls within the MHPA SHALL be avoided.
- 2) If one or more burrowing owls are using any burrows (including pipes, culverts, debris piles, etc.) on or within 300 feet of the proposed construction area, the City of San Diego's MMC and MSCP Sections shall be immediately contacted. The City of San Diego's MSCP and MMC Section shall contact the Wildlife Agencies regarding eviction/collapsing burrows and enlist appropriate City of San Diego biologist for on-going

coordination with the Wildlife Agencies and the qualified consulting burrowing owl biologist. No construction shall occur within 300 feet of an active burrow without written concurrence from the Wildlife Agencies. This distance may increase or decrease, depending on the burrow's location in relation to the site's topography, and other physical and biological characteristics.

- a) **Outside the Breeding Season** - If the burrowing owl is using a burrow on-site outside the breeding season (i.e., September 1–January 31), the burrowing owl may be evicted after the qualified burrowing owl biologist has determined via fiber optic camera or other appropriate device, that no eggs, young, or adults are in the burrow. Eviction requires preparation of an Exclusion Plan prepared in accordance with CDFG 2012 Staff Report, Appendix E (or most recent guidance available) for review and submittal to Wildlife Agencies and City of San Diego (MMC and MSCP). Written concurrence from the Wildlife Agencies is required prior to Exclusion Plan implementation.
- b) **During Breeding Season** - If a burrowing owl is using a burrow onsite during the breeding season (February 1–August 31), construction shall not occur within 300 feet of the burrow until the young have fledged and are no longer dependent on the burrow, at which time the burrowing owls can be evicted. Eviction requires preparation of an Exclusion Plan prepared in accordance with CDFG 2012 Staff Report, Appendix E (or most recent guidance available) for review and submittal to Wildlife Agencies and City of San Diego (MMC and MSCP). Written concurrence from the Wildlife Agencies is required prior to Exclusion Plan implementation.
3. **Survey Reporting During Construction** - Details of construction surveys and evictions (if applicable) carried out shall be immediately (within 5 working days or sooner) reported to the City of San Diego's MMC, and MSCP Sections and the Wildlife Agencies and must be provided in writing (as by e-mail) and acknowledged to have been received by the required Agencies and DSD Staff member(s).

**Post Construction:**

1. Details of all surveys and actions undertaken on-site with respect to burrowing owls (i.e., occupation, eviction, locations etc.) shall be reported to the City of San Diego's MMC Section and the Wildlife Agencies within 21 days post-construction and prior to the release of any grading bonds. This report

must include summaries of all previous reports for the site; and maps of the project site and burrowing owl locations on aerial photos.

### **BIO-SD-7 Direct Impact Avoidance for Crotch's Bumble Bee**

Should this species no longer be a state candidate for listing or state listed as threatened or endangered at the time of the preconstruction meeting, then no avoidance measures shall be required.

1. Prior to the Notice to Proceed (NTP) for any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits, the Development Services Department (DSD) Director's Environmental Designee shall verify the following project requirements regarding the Crotch's bumble bee are shown on the construction permit:
  - A. To avoid impacts to Crotch's bumble bee, removal of habitat in the proposed area of disturbance must occur outside of the Colony Active Period between April 1 through August 31. If removal of habitat in the proposed area of disturbance must occur during the Colony Active Period, a Qualified Biologist shall conduct a preconstruction survey to determine the presence or absence of Crotch's bumble bee within the proposed area of disturbance.
  - B. Surveys must be conducted by a Qualified Biologist meeting the qualifications discussed in the California Department of Fish and Wildlife (CDFW) guidance (i.e., Survey Considerations for California Endangered Species Act [CESA] Candidate Bumble Bee Species, dated June 6, 2023). The Qualified Biologist shall send all photo vouchers to a CDFW-approved taxonomist to confirm the identifications of the bumble bees encountered during surveys.
  - C. The preconstruction survey shall be conducted during the colony active period between April 1 through August 31 by the Qualified Biologist within 30 calendar days prior to the issuance of Grading Permit, Demolition Plans/Permits and Building Plans/Permits and within one year prior to the initiation of project activities (including removal of vegetation). The preconstruction survey shall consist of photographic surveys following California Department of Fish and Wildlife (CDFW) guidance (i.e., Survey Considerations for California Endangered Species Act [CESA] Candidate Bumble Bee Species, dated June 6, 2023). The surveys shall consist of passive methods unless a Memorandum of Understanding is obtained, as described below. The surveys shall consist of three separate visits spaced two to four weeks apart. Survey results will be considered valid until the start of the next colony active period.

- D. If additional activities (e.g., capture or handling) are deemed necessary to identify bumble bees of an unknown species that may be Crotch's bumble bee, then the Qualified Biologist shall obtain required authorization via a Memorandum of Understanding or Scientific Collecting Permit pursuant to CDFW Survey Considerations for CESA Candidate Bumble Bee Species (CDFW 2023). Survey methods that involve lethal take of species are not acceptable.
- E. The Qualified Biologist/owner permittee shall submit the results (including positive or negative survey results) of the pre-construction survey to City DSD (Mitigation Monitoring and Coordination) City Planning Department (MSCP) staff and CDFW for review and written approval prior to the issuance of Grading Permit, Demolition Plans/Permits and Building Plans/Permits.
- F. If pre-construction surveys identify Crotch's bumble bee individuals on-site, the Qualified Biologist shall notify and consult with CDFW to determine whether project activities would result in impacts to Crotch's bumble bee, in which case an Incidental Take Permit (ITP) may be required. If an ITP is required, it shall be obtained prior to issuance of Grading Permit, Demolition Plans/Permits and Building Plans/Permits and all necessary permit conditions shall be fulfilled prior to initiation of project activities. Take of any endangered, threatened, candidate species that results from the project is prohibited, except as authorized by State law (California Fish and Game Code §§ 86, 2062, 2067, 2068, 2080, 2085; California Code of Regulations, Title 14, §786.9) under the CESA.
- G. Survey data shall be submitted by the Qualified Biologist to the CNDDDB in accordance with the Memorandum of Understanding with CDFW, or Scientific Collecting Permit requirements, as applicable.

### **BIO-SD-8 Wetland Restoration/Creation and Permits**

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions the owner/permittee shall provide compensatory wetland mitigation in accordance with the City of San Diego Land Development Code Biology Guidelines, resulting in no overall net loss of wetlands. To offset the loss of 0.40 acre of impacts to RWQCB wetland waters, CDFW riparian, and City of San Diego wetlands (a total of 0.80 acre of mitigation for jurisdictional impacts) shall be provided. To ensure no net loss, this shall include a 1:1 creation or restoration component (0.40 acre of creation or restoration).



Prior to issuance of land development permits, including clearing, grubbing, grading, and/or construction permits by the City of San Diego that impact jurisdictional waters, the project applicant shall obtain all necessary permits from RWQCB, and CDFW, and shall mitigate direct impacts in accordance with the terms and conditions of all required permits. Areas under the jurisdictional authority of RWQCB, and CDFW shall be delineated on all grading plans.

The applicant shall prepare a Final Wetland Plan and submit it for review and approval to the satisfaction of the City of San Diego, USFWS, RWQCB, and CDFW. The plan shall include, at a minimum, an implementation strategy; appropriate seed mixtures and planting method; irrigation; quantitative and qualitative success criteria; maintenance, monitoring, and reporting program; estimated completion time; contingency measures; and identify long-term funding. The project applicant shall implement the Wetland Plan subject to the oversight and approval of the City of San Diego DSD director (or their designee), RWQCB, and CDFW.

Additionally, as a project design feature, the Final Wetland Plan shall include 2.21 acres of weed control within the Spring Canyon corridor and 0.46 acre of wetland creation/establishment area that shall serve as partial mitigation for Southwest Village project being processed by the City of San Diego (SCH 2004651076; PRJ-0614791).

The project proponent shall provide funding in an amount approved by the City and the Wildlife Agencies based on a Property Analysis Record (PAR) (Center for Natural Lands Management ©1998), or similar cost estimation method, to secure the ongoing funding for the perpetual long-term management, maintenance, and monitoring of the off-site wetland mitigation area by an agency, nonprofit organization, or other entity approved by the City and the Wildlife Agencies. A Wetland Plan has been prepared and is included in Attachment 13 of the Biological Resources Report.

### **BIO-SD-9 Protection and Management Element**

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, the remaining environmentally sensitive lands (ESL) shall be placed in a covenant of easement (Figure 6-1) per Section 143.0140(a) of the SDMC ESL regulation (City of San Diego 2022). These lands will not be used towards mitigation and will be protected from future development. Long-term management of the

wetlands within the covenant of easement would be managed by the Homeowners Association in accordance with the Long-term Management Plan (see BIO-SD-10).

### **BIO-SD-10**

Prior to the issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, a long-term management plan shall be prepared to the satisfaction of the City of San Diego DSD director (or their designee), USFWS, and CDFW to address the ongoing maintenance of the on-site wetlands to remain. This plan shall require (1) yearly inspection and enforcement of lighting within the site to be directed and shielded away from the wetland area; (2) yearly maintenance of the 6-foot block wall that separates the development from the wetland area to reduce intrusion into the wetlands; (3) control invasive species appearing within the wetland three times a year; (4) brush management once a year with techniques that protect habitat quality; and (5) trash removal once a year. The project proponent shall provide funding in an amount approved by the City and the Wildlife Agencies based on a Property Analysis Record (Center for Natural Lands Management 1998), or similar cost estimation method, to secure the ongoing funding for the perpetual long-term management, maintenance, and monitoring of the on-site wetland area by the Owner/Permittee.

### **Health and Safety / Hazardous Materials / Water Quality**

#### **HAZ-SD-1 Community Health and Safety Plan**

Prior to issuance of any construction permits, including but not limited to: the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, the Owner/Permittee shall prepare a Community Health and Safety Plan (CHSP) to address the project site and potential burn ash contamination to be reviewed and approved by the City of San Diego Local Enforcement Agency (LEA). The CHSP shall include a site description, the scope of work to be conducted, responsibilities and key personal and contact information, analysis of hazards present, and procedures and protocols based on current regulatory standards and guidance to be utilized in the event hazardous conditions related to burn ash is encountered. Such conditions can include visual observations that indicate evidence of burn ash such as heat frosted glass shards, or stained or discolored soil. The CHSP shall include information informing all personnel of the potential presence of burn ash and procedures to follow if any is encountered during construction activities.

The City of San Diego LEA shall be invited to any preconstruction meetings and the approved CHSP shall be distributed to all contractors and implemented by the Owner/Permittee, the Contractor, and subcontractors prior to and during all soil excavation activities. The Contractor shall serve as the Site Safety Manager and oversee the implementation of the CHSP. The Owner/Permittee shall provide the City of San Diego evidence of completion and approval of the CHSP prior to issuance of grading permits.

## **Historical Resources / Tribal Cultural Resources**

### **HIST-SD-1 Archeological and Native American Monitoring**

#### **I. Prior to Permit Issuance**

- A. Entitlements Plan Check
  - 1. Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, but prior to the first preconstruction meeting, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.
- B. Letters of Qualification have been submitted to ADD
  - 1. The applicant shall submit a letter of verification to the Mitigation Monitoring and Coordination (MMC) office identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
  - 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
  - 3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

#### **II. Prior to Start of Construction**

- A. Verification of Records Search
  - 1. The PI shall provide verification to MMC that a site specific records search (¼-mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information

Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.

2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼-mile radius.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified archaeologist and Native American monitor shall attend any grading/excavation related precon meetings to make comments and/or suggestions concerning the archaeological monitoring program with the CM and/or Grading Contractor.

If the PI is unable to attend the precon meeting, the applicant shall schedule a focused precon meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.

2. Identify Areas to be Monitored
  - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
  - b. The AME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).

### 3. When Monitoring Will Occur

- a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
- b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate site conditions such as depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.

### **III. During Construction**

#### A. Monitor(s) Shall be Present During Grading/Excavation/Trenching

1. The archaeological monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities that could result in impacts to archaeological resources as identified on the AME. The CM is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances Occupational Safety and Health Administration (OSHA) safety requirements may necessitate modification of the AME.
2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSVs shall be faxed or emailed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (Notification of

Monitoring Completion), and in the case of ANY discoveries. The RE shall forward copies to MMC.

**B. Discovery Notification Process**

1. In the event of a discovery, the archaeological monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The monitor shall immediately notify the PI (unless monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

**C. Determination of Significance**

1. The PI and Native American consultant/monitor, where Native American resources are discovered, shall evaluate the significance of the resource. If human remains are involved, follow protocol in Section IV below.
  - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
  - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP), which has been reviewed by the Native American consultant/monitor, and obtain written approval from MMC. Impacts to significant resources must be mitigated before ground-disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological site is also a historical resource as defined in CEQA, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Guidelines Section 21083.2 shall not apply.
  - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the final monitoring report. The letter shall also indicate that no further work is required.

**IV. Discovery of Human Remains**

If human remains are discovered, work shall halt in that area and no soil shall be exported offsite until a determination can be made regarding the provenance of the

human remains; and the following procedures as set forth in CEQA Section 15064.3(e), the California Public Resources Code (Section 5097.98) and state Health and Safety Code (Section 7050.5) shall be undertaken:

A. Notification

1. Archaeological monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the monitor is not qualified as a PI. MMC will notify the appropriate senior planner in the Environmental Analysis Section of the Development Services Department to assist with the discovery notification process.
2. The PI shall notify the medical examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the medical examiner in consultation with the PI concerning the provenance of the remains.
2. The medical examiner, in consultation with the PI, will determine the need for a field examination to determine the provenance.
3. If a field examination is not warranted, the medical examiner will determine with input from the PI, if the remains are or are not most likely to be of Native American origin.

C. If human remains ARE determined to be Native American

1. The medical examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, ONLY the medical examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the most likely descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the medical examiner has completed coordination, to begin the consultation process in accordance with CEQA Guidelines Section 15064.3(e), and the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
  - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being granted access to the site, OR;

- b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC Section 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, the landowner shall reinter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance, THEN
- c. To protect these sites, the landowner shall do one or more of the following:
  - (1) Record the site with the NAHC;
  - (2) Record an open space or conservation easement; or
  - (3) Record a document with the County. The document shall be titled "Notice of Reinterment of Native American Remains" and shall include a legal description of the property, the name of the property owner, and the owner's acknowledged signature, in addition to any other information required by PRC Section 5097.98. The document shall be indexed as a notice under the name of the owner.

#### **V. Night and/or Weekend Work**

- A. If night and/or weekend work is included in the contract:
  - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
  - 2. The following procedures shall be followed.
    - a. No Discoveries  
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSV and submit to MMC via fax by 8 a.m. of the next business day.
    - b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
    - c. Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV - Discovery of Human Remains shall be followed.



- d. The PI shall immediately contact MMC, or by 8 a.m. of the next business day, to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction:
  1. The CM shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

## **VI. Post Construction**

- A. Preparation and Submittal of Draft Monitoring Report
  1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe resulting from delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.
    - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program shall be included in the Draft Monitoring Report.
    - b. Recording Sites with State of California Department of Parks and Recreation  
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms—DPR 523A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City of San Diego's HRG, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
  2. MMC shall return the Draft Monitoring Report to the PI for revision or, for preparation of the Final Report.
  3. The PI shall submit revised Draft Monitoring Report to MMC for approval.
  4. MMC shall provide written verification to the PI of the approved report.
  5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

## B. Handling of Artifacts

1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and cataloged.
2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
3. The cost for curation is the responsibility of the property owner.

## C. Curation of artifacts: Accession Agreement and Acceptance Verification

1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
2. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
3. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection 5.

## D. Final Monitoring Report(s)

1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC that the draft report has been approved.
2. The RE shall, in no case, issue the Notice of Completion and/or release of the Performance Bond for grading until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

## **Greenhouse Gas Emissions**

### **GHG-SD-1 Transit Passes**

Prior to the issuance of the first occupancy, the Owner/Permittee shall implement a transit subsidy program. The subsidy value will be limited to the equivalent value of

25 percent of the cost of an MTS “Regional Adult Monthly/30 Day Pass” (currently \$72, which equates to a subsidy value of \$18 per month). Subsidies will be available on a per-unit basis to residential tenants for a period of five years (five years after issuance of the first occupancy permit). Owner/Permittee shall provide an annual report to the City Engineer in each of the first five years demonstrating how the offer was publicized to residents and documenting the results of the program each year, including number of participants and driveway traffic counts.

#### **GHG-SD-2 Commute Trip Reduction Program**

Prior to the issuance of first occupancy, the Owner/Permittee shall develop and implement a commute trip reduction program that requires each homeowner and tenant to be provided with a one-page flyer every year that provides information regarding available transit, designated bicycle routes, local bicycle groups and programs, local walking routes and programs, and rideshare programs.

#### **GHG-SD-3 Bicycle Micro-mobility Fleet**

Prior to the issuance of the first occupancy permit, the Owner/Permittee shall provide one bicycle (up to a \$400 value) per unit to the first buyer of each unit.

#### **GHG-SD-4 Energy Star Appliances**

Prior to the issuance of building permits, the Owner/Permittee shall submit building plans illustrating that residential structures shall have Energy Star rated appliances (clothes washers, dishwashers, refrigerators, and ceiling fans).

#### **GHG-SD-5 Alternative Water Heating**

Prior to the issuance of building permits, the Owner/Permittee shall submit building plans illustrating that residential structures shall have non-gas water heaters (e.g., electric or solar water heating).

#### **GHG-SD-6 Water Efficient Landscaping**

Prior to the issuance of building permits, the Owner/Permittee shall submit landscaping plans illustrating that the project would provide low-water use/drought tolerant plant species with low-water use irrigation (e.g., spray head or drip), where required.

## **Transportation**

### **TRA-SD-1 San Diego Active Transportation In Lieu Fee**

Prior to issuance of the first building permit, the owner/permittee shall pay the City of San Diego Active Transportation In Lieu Fee, consistent with SDMC Section 143.1101, as mitigation to the greatest extent feasible, satisfactory to the City of San Diego Engineer. The owner/permittee shall provide evidence to the City of San Diego that the fee has been paid.

DRAFT



THE CITY OF SAN DIEGO

## M E M O R A N D U M

DATE: December 4, 2024

TO: Planning Commission and City Council of the City of San Diego

FROM: Dawna Marshall, Senior Planner, Development Services Department

SUBJECT: Nakano Project (PRJ-1076302) California Environmental Quality Act – Section 15162 Consistency Evaluation

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**SUMMARY**

As Lead Agency, the City of Chula Vista prepared a Final Environmental Impact Report (Final EIR) for the Nakano project (EIR22-001; SCH No. 2022060260) dated August 2024. The City Council of the City of Chula Vista certified the Final Environmental Impact Report (Final EIR) (EIR22-001; SCH No. 2022060260), as well as adopted California Environmental Quality Act (CEQA) Findings of Fact, Statement of Overriding Considerations (SOC), and a Mitigation Monitoring and Reporting Program (MMRP) pursuant to CEQA Statutes and Guidelines, via Resolution No. 2024-228 on December 3, 2024. The City of San Diego is a Responsible Agency, in accordance with CEQA section 15096, for the Nakano Project (project). As a Responsible Agency, the City of San Diego completed an evaluation consistent with the CEQA section 15162, Subsequent Environmental Impact Reports and Negative Declarations, for the proposed Nakano Project (project). This consistency evaluation was performed to determine if conditions specified in CEQA Guidelines section 15162 would require the preparation of a subsequent environmental document for the proposed project. The evaluation concluded the proposed project would not result in new impacts or increase in severity of previously identified significant effects relative to the Final EIR. In addition, the evaluation concluded there is no new substantial information. Therefore, in accordance with CEQA Guidelines section 15162, no subsequent environmental document is required to be prepared.

**BACKGROUND**

The 23.77-acre Nakano project site is currently located within the City of Chula Vista. The project site is bounded on the east, south, and west by the City of San Diego. The City of Chula Vista is to the north of the site. Due to the location of the Otay River to the north physically preventing site accessibility from City of Chula Vista roadways, the site can only be accessed through the City of San Diego via Dennery Road. Considering the site access constraints and the need for public services for proposed future development, the site is being considered for annexation into the City of San Diego.

In 2021, the City of Chula Vista and the City of San Diego agreed to a Memorandum of Understanding to process the potential annexation of the site. As a part of the agreement, it was determined that the City of Chula Vista would be the Lead Agency and the City of San Diego a Responsible Agency. As such, the City of Chula Vista issued a Notice of Preparation on May 5, 2022. Subsequently, the City of Chula Vista prepared the Draft EIR and provided it for review and input to the City of San Diego. The City of Chula Vista distributed the Draft EIR for public review between April 26, 2024, and June 26, 2024, and the Final EIR was prepared in August 2024.

The Final EIR addressed three project scenarios; No Annexation Scenario 1, Annexation Scenario 2a, and Annexation Scenario 2b. On December 3, 2024, the City of Chula Vista adopted Resolution No. 2024-228 to proceed with Annexation Scenario 2a. Annexation Scenario 2a.

### **PREVIOUSLY CERTIFIED FINAL EIR**

The certified Final EIR analyzed the development of a 215-unit multi-family residential project (up to 221 dwelling units maximum) on a 23.77-acre project site south of the Otay River and east of Interstate 805 (I-805). The project site is currently within the City of Chula Vista. The off-site primary and secondary emergency access improvements are located within the City of San Diego. The Final EIR addressed three project scenarios; No Annexation Scenario 1, Annexation Scenario 2a, and Annexation Scenario 2b. The Final EIR conclusion summary below is focused on Annexation Scenario 2a. Under this scenario, the City of San Diego would issue grading and building permits for the project site subsequent to annexation.

The Final EIR identified the Annexation Scenario 2a would result in potentially significant City of San Diego impacts related to the following:

- Land Use and Planning
- Biological Resources
- Greenhouse Gas Emissions
- Health and Safety/Hazardous Materials
- Historical Resources
- Transportation
- Tribal Cultural Resources
- Hydrology and Water Quality

The Final EIR identified mitigation to reduce these Annexation Scenario 2a potential impacts to below a level of significance for Biological Resources, Health and Safety/Hazardous Materials, Historical Resources, Tribal Cultural Resources, and Hydrology and Water Quality.

Annexation Scenario 2a was identified in the Final EIR to result in significant and unavoidable impacts related to the following:

- Land Use and Planning
- Greenhouse Gas Emissions
- Transportation

### **CEQA Guidelines Sections 15096 and 15162**

In accordance with Section 15096, the City of San Diego review is limited to those project activities that the City would be responsible for issuing approvals. With the City of Chula Vista approval of Annexation Scenario 2a, the City of San Diego, as Responsible Agency, only considered the environmental review and approvals for the Annexation Scenario 2a. Annexation Scenario 2a consists of the annexation of the site and subsequent grading and development (see Final EIR Chapter 3). The associated approval for which the City of San Diego would be responsible for include:

- Approve a Resolution of Application to LAFCO.
- Approve an Annexation Agreement outlining the process by which the project would be processed and annexed into the City of San Diego.
- Approve a City of San Diego sewer easement vacation pursuant to Section 66434(G) of the Subdivision Map Act.
- Adopt an uncodified ordinance allowing site development to proceed after annexation. The uncodified ordinance would ensure project consistency with the Land Development Code and applicable City of San Diego requirements including:
  - SDP Findings as required by SDMC Section 126.0505 for the project site.
  - Approval of deviations from the SDMC for the RM-1-1 Zone regulation to allow:
    - A 10-foot side yard setback where up to 50 percent of the length of the building envelope on one side of the premises may observe the minimum 5-foot side setback, provided the remaining percentage of the building envelope length observe at least the standard side setback of feet 5 feet or 10 percent of the lot width (100 feet), whichever is greater pursuant to SDMC Section 131.0443(d)(2)(A).
    - Retaining wall heights outside the required yard of up to 24 feet where the maximum allowed is 12 feet pursuant to SDMC Section 142.0340(e).
    - Wetland Deviation findings based on the Biologically Superior Option in accordance with SDMC Section 143.0150 for the portion of the project site.
- Amend the City of San Diego City Council District Boundary to incorporate the project site into District 8.
- Annex the project site into the Ocean View Hills Maintenance Assessment District.
- Minor Amendment to the City of San Diego Multiple Species Conservation Program Subarea Plan to include the project site.

Per CEQA Guidelines section 15096, the City of San Diego, as a Responsible Agency, must provide a decision on the adequacy of the EIR. Pursuant to CEQA Guidelines section 15096 and 15162, this

review is being conducted herein to determine if any subsequent environmental document is necessary or if the Final EIR is adequate.

Section 15162 of the CEQA Guidelines states:

When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:
  - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
  - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
  - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
  - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

DSD reviewed the Annexation Scenario 2a project and conducted a review pursuant to CEQA Guidelines Section 15162 to determine if a subsequent environmental document is required.



## **CONSISTENCY EVALUATION**

The City of San Diego has reviewed the environmental impact analysis in the Final EIR for the Annexation Scenario 2a. No changes to the project Annexation Scenario 2a have occurred since the preparation of the Final EIR. There is no change to the existing site conditions or setting, no change to the proposed physical development, and no change in circumstances relative to those identified in the Final EIR. Based on this information and a review for consistency with the City of San Diego CEQA Significance Determination Thresholds, DSD has determined Annexation Scenario 2a would have no new physical environmental impact or substantial increase in severity of environmental impacts relative to those identified in the Final EIR. In addition, there is no new information of substantial importance that was not known at the time of the certified Final EIR considering the above impact information. The City of San Diego would adopt CEQA Findings of Fact and a SOC as required by CEQA. The mitigation measures identified in the Final EIR would be adopted in the Mitigation Monitoring and Reporting Program, and no other mitigation measures considerably different from those analyzed in the Final EIR have been identified that would substantially reduce a significant impact.

## **CONCLUSION**

Based upon a review of the current project, none of the situations described in Sections 15162, 15163, and 15164 of the State CEQA Guidelines apply. No changes in circumstances have occurred, and no new information of substantial importance has manifested, which would result in new significant or substantially increased adverse impacts because of the project. This evaluation, therefore, supports the use of the previously certified Final EIR under CEQA Guidelines Section 15162, in that the environmental document adequately covers the proposed project. No further environmental review is required.

Dawna Marshall  
Senior Planner

cc: Elizabeth Shearer-Nguyen, Program Manager, Development Services Department  
Project File








Attachments: Figure 1 – Project Vicinity  
Figure 2 – Aerial Photograph  
Figure 3 – Site Plan  
Mitigation Monitoring and Reporting Program

Reference (Under Separate Cover)

City of Chula Vista. 2024. Final Environmental Impact Report (Final EIR) for the Nakano project (EIR22-001; SCH No. 2022060260). August 2024.

Image Source: Nearmap (flown: April 2022)



|   |  |   |   |
|---|--|---|---|
|  Project Site          |  City of Chula Vista        | <br>0 Feet 2,000 |  |
|  Off-site Improvements |  City of San Diego          |   |   |
|   |  Unincorporated S.D. County |   |   |





# Project Vicinity


Nakano / PRJ-1076302  
Development Services Department

**FIGURE  
No. 1**

Image Source: NearMap (flown April 2022)



-  Project Boundary
-  Off-site Improvements

0 Feet 300 



## Aerial Photograph

Nakano / PRJ-1076302  
Development Services Department

**FIGURE  
No. 2**



## EXHIBIT B

### MITIGATION MONITORING AND REPORTING PROGRAM

#### **Nakano Project**

PRJ-1076302

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with Public Resources Code Section 21081.6 during implementation of mitigation measures. This program identifies at a minimum: the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. A record of the Mitigation Monitoring and Reporting Program will be maintained at the offices of the Land Development Review Division, 1222 First Avenue, Fifth Floor, San Diego, CA, 92101. All mitigation measures contained in the Environmental Impact Report PRJ-1076302/SCH No. 2022060260 shall be made conditions of the Uncodified Ordinance and Site Development Permit as further described below.

#### **A. GENERAL REQUIREMENTS – PART I Plan Check Phase (prior to permit issuance)**

1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director’s Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, “**ENVIRONMENTAL/MITIGATION REQUIREMENTS.**”

These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

3. The **TITLE INDEX SHEET** must also show on which pages the “Environmental/ Mitigation Requirements” notes are provided.
4. **SURETY AND COST RECOVERY** – The Development Services Director or City Manager may require appropriate surety instruments or bonds

from private Permit Holders to ensure the long-term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

**B. GENERAL REQUIREMENTS – PART II Post Plan Check (After permit issuance/Prior to start of construction)**

1. **PRE-CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from the MITIGATION MONITORING COORDINATOR (MMC). Attendees must also include the Permit Holder’s Representative(s), Job Site Superintendent and the following consultants:

*Qualified Biological Monitor*  
*Site Safety Manager*  
*Qualified Archaeological Monitor*

**Note: Failure of all responsible Permit Holder’s representatives and consultants to attend shall require an additional meeting with all parties present.**

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the **RE** at the **Field Engineering Division – 858-627-3200**
  - b) For Clarification of ENVIRONMENTAL REQUIREMENTS, applicant t is also required to call **RE and MMC at 858-627-3360.**
2. **MMRP COMPLIANCE:** This Project, PRJ-1076302, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD’s Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e., to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as

appropriate (i.e., specific locations, times of monitoring, methodology, etc.).

**Note: Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.**

3. **OTHER AGENCY REQUIREMENTS:** Evidence of compliance with all other agency requirements or permits shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency:

- U.S. Army Corps of Engineers (404 Permit)
- Regional Water Quality Control Board (401 Certification)
- California Department of Fish and Wildlife (Streambed Alteration Agreement)
- San Diego Gas and Electric (Easement Vacations)

4. **MONITORING EXHIBITS:** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11"x17" reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.

**Note: Surety and Cost Recovery – When deemed necessary by the Development Services Director or City Manager, additional surety instruments or bonds from the private Permit Holder may be required to ensure the long-term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.**

5. **OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner’s representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

| <b>DOCUMENT SUBMITTAL/INSPECTION CHECKLIST</b>   |   |   |
|--|---|---|
| <b>Issue Area</b>                                | <b>Document Submittal</b>                       | <b>Associated Inspection/Approvals/Notes</b>  |
| General  | Consultant Qualification Letters                | Prior to Preconstruction Meeting  |
| General  | Consultant Construction Monitoring Exhibits     | Prior to or at Preconstruction Meeting  |
| Biological Resources                             | Grading Plans                                   | Prior to Grading Permit Issuance  |
| Historical Resources / Tribal Cultural Resources | Archaeology Monitoring Exhibit                  | Prior to Grading Permit Issuance / Archaeology/Historic Site Observation during grading |
| Land Use/ Greenhouse Gas Emissions               | Building Plans and Occupancy Permit             | Prior to Building Permit and Occupancy Permit   |
| Health and Safety / Water Quality                | Grading Plans/ Community Health and Safety Plan | Prior to Grading Plan/ City Local Enforcement Agency Approval                           |
| Transportation                                   | Building Plans                                  | Prior to Building Permit / City Engineer Approval                                       |
| Bond Release                                     | Request for Bond Release Letter                 | Final MMRP Inspections Prior to Bond Release Letter                                     |

**C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS**

**Biological Resources**

**BIO-SD-1 Sensitive Upland Vegetation**

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, by the City of San Diego for Annexation Scenario 2a, the owner/permittee shall mitigate for impacts to sensitive upland vegetation in accordance with the City of San Diego’s 2018 Biology Guidelines. The project owner/permittee shall mitigate direct impacts to Diegan coastal sage scrub and Diegan coastal sage scrub: Baccharis-dominated at a 1:1 mitigation ratio and non-native grassland at a 0.5:1 ratio inside the MHPA. Mitigation for 3.43 acres of Diegan coastal sage scrub (Tier II), 0.17 acre of Diegan coastal sage scrub: Baccharis-dominated (Tier II), and 13.65 acres of non-native grassland (Tier IIIB) will be achieved through the preservation of 10.43 acres of Diegan coastal sage scrub habitat (Tier II) at the Pacific Highlands Ranch Restoration and Mitigation Credit Area. The applicant shall provide proof of



mitigation credit purchase to the City of San Diego via a mitigation ledger prior to issuance of any land development permits.

## **BIO-SD-2 Biological Resource Protection During Construction**

### **I. Prior to Construction**

- A. **Biologist Verification** - The owner/permittee shall provide a letter to the City's Mitigation Monitoring Coordination (MMC) section stating that a Project Biologist (Qualified Biologist) as defined in the City of San Diego's Biological Guidelines (2018), has been retained to implement the project's biological monitoring program. The letter shall include the names and contact information of all persons involved in the biological monitoring of the project.
- B. **Preconstruction Meeting** - The Qualified Biologist shall attend the preconstruction meeting, discuss the project's biological monitoring program, and arrange to perform any follow up mitigation measures and reporting including site-specific monitoring, restoration or revegetation, and additional fauna/flora surveys/salvage.
- C. **Biological Documents** - The Qualified Biologist shall submit all required documentation to MMC verifying that any special mitigation reports including but not limited to, maps, plans, surveys, survey timelines, or buffers are completed or scheduled per City Biology Guidelines, MSCP, ESL, project permit conditions; CEQA; endangered species acts (ESAs); and/or other local, state or federal requirements.
- D. **BCME** - The Qualified Biologist shall present a Biological Construction Mitigation/Monitoring Exhibit (BCME) which includes the biological documents in C above. In addition, include: restoration/revegetation plans, plant salvage/relocation requirements (e.g., coastal cactus wren plant salvage, burrowing owl exclusions, etc.), avian or other wildlife surveys/survey schedules (including general avian nesting and USFWS protocol), timing of surveys, wetland buffers, avian construction avoidance areas/noise buffers/ barriers, other impact avoidance areas, and any subsequent requirements determined by the Qualified Biologist and the City ADD/MMC. The BCME shall include a site plan, written and graphic depiction of the project's biological mitigation/monitoring program, and a schedule. The BCME shall be approved by MMC and referenced in the construction documents.
- E. **Resource Delineation** - Prior to construction activities, the Qualified Biologist shall supervise the placement of orange construction fencing or equivalent along the limits of disturbance adjacent to sensitive biological habitats and verify compliance with any other project conditions as shown on the BCME. This phase shall include flagging plant specimens and delimiting buffers to protect sensitive biological resources (e.g., habitats/flora & fauna species, including nesting birds) during construction. Appropriate steps/care should be taken to minimize attraction of nest predators to the site.
- F. **Education** - Prior to commencement of construction activities, the Qualified Biologist shall meet with the owner/permittee or designee and the construction crew and conduct an on-site educational session regarding the need to avoid impacts outside of the approved construction area and to protect sensitive flora and fauna (e.g., explain the avian and wetland buffers, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

### **II. During Construction**

- A. **Monitoring** - All construction (including access/staging areas) shall be restricted to areas previously identified, proposed for development/staging, or previously disturbed as shown on "Exhibit A" and/or the BCME. The Qualified Biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive

areas, or cause other similar damage, and that the work plan has been amended to accommodate any sensitive species located during the preconstruction surveys. In addition, the Qualified Biologist shall document field activity via the Consultant Site Visit Record (CSV). The CSV shall be e-mailed to MMC on the 1st day of monitoring, the 1st week of each month, the last day of monitoring, and immediately in the case of any undocumented condition or discovery.

- B. **Subsequent Resource Identification** - The Qualified Biologist shall note/act to prevent any new disturbances to habitat, flora, and/or fauna onsite (e.g., flag plant specimens for avoidance during access, etc.). If active nests or other previously unknown sensitive resources are detected, all project activities that directly impact the resource shall be delayed until species specific local, state or federal regulations have been determined and applied by the Qualified Biologist.

### **III. Post Construction Measures**

- A. In the event that impacts exceed previously allowed amounts, additional impacts shall be mitigated in accordance with City Biology Guidelines, ESL and MSCP, State CEQA, and other applicable local, state and federal law. The Qualified Biologist shall submit a final BCME/report to the satisfaction of the City ADD/MMC within 30 days of construction completion.

### **BIO-SD-3 Otay Tarplant Mitigation Plan**

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, shall incorporate the following mitigation measures into the project design and include them verbatim on all appropriate construction documents. In lieu of the below Otay Tarplant Mitigation Plan, the owner/permittee may also purchase equivalent mitigation credits at a City of San Diego-approved mitigation bank, subject to Wildlife Agency review and approval. The mitigation bank must contain an Otay tarplant population or have the species reintroduced for the purposes of mitigation. The applicant is required to provide proof of mitigation credit purchase to the City of San Diego prior to the issuance of any construction development permits.

### **Prior to Permit Issuance**

#### **A. Land Development Review (LDR) Plan Check**

1. Prior to the NTP or issuance for any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits, whichever is applicable, the ADD environmental designee shall verify that the requirements for the revegetation/restoration plans and specifications, including mitigation of direct impacts to Otay tarplant individual plants at a 4:1 ratio. While the number of individual plants present may vary year-to-year, it is estimated 14 individuals would be impacted and mitigation would include 56 Otay tarplant individuals. The landscape construction documents and specifications must be found to be in conformance with the Otay Tarplant Mitigation Plan for the Nakano Project prepared by RECON 2022, the requirements of which are summarized below:

## B. Revegetation/Restoration Plan(s) and Specifications

1. Landscape Construction Documents (LCD) shall be prepared on D-sheets and submitted to the City of San Diego Development Services Department, Landscape Architecture Section (LAS) for review and approval. LAS shall consult with Mitigation Monitoring Coordination (MMC) and obtain concurrence prior to approval of LCD. The LCD shall consist of revegetation/restoration, planting, irrigation and erosion control plans; including all required graphics, notes, details, specifications, letters, and reports as outlined below.
2. Landscape Revegetation/Restoration Planting and Irrigation Plans shall be prepared in accordance with the San Diego Land Development Code (LDC) Chapter 14, Article 2, Division 4, the LDC Landscape Standards submittal requirements, and Attachment "B" (General Outline for Revegetation/Restoration Plans) of the City of San Diego's LDC Biology Guidelines. The Principal Qualified Biologist (PQB) shall identify and adequately document all pertinent information concerning the revegetation/restoration goals and requirements, such as but not limited to, plant/seed palettes, timing of installation, plant installation specifications, method of watering, protection of adjacent habitat, erosion and sediment control, performance/success criteria, inspection schedule by City staff, document submittals, reporting schedule, etc. The LCD shall also include comprehensive graphics and notes addressing the ongoing maintenance requirements (after final acceptance by the City).
3. The Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Construction Manager (CM) and Grading Contractor (GC), where applicable shall be responsible to insure that for all grading and contouring, clearing and grubbing, installation of plant materials, and any necessary maintenance activities or remedial actions required during installation and the 120-day plant establishment period are done per approved LCD. The following procedures at a minimum, but not limited to, shall be performed:
  - a. The RMC shall be responsible for the maintenance of the *upland* mitigation area for a minimum period of 120 days. Maintenance visits shall be conducted on a *weekly* basis throughout the plant establishment period.
  - b. At the end of the 120-day period the PQB shall review the mitigation area to assess the completion of the short-term plant establishment period and submit a report for approval by MMC.
  - c. MMC will provide approval in writing to begin the *five-year* long-term establishment/maintenance and monitoring program.
  - d. Existing indigenous/native species shall not be pruned, thinned or cleared in the revegetation/mitigation area.
  - e. The revegetation site shall not be fertilized.
  - f. The RIC is responsible for reseeding (if applicable) if weeds are not removed, within one week of written recommendation by the PQB.
  - g. Weed control measures shall include the following: (1) hand removal, (2) cutting, with power equipment, and (3) chemical control. Hand removal of weeds is the most desirable method of control and will be used wherever possible.
  - h. Damaged areas shall be repaired immediately by the RIC/RMC. Insect infestations, plant diseases, herbivory, and other pest problems will be closely monitored throughout the *five-year* maintenance period. Protective mechanisms such as metal wire netting shall be used as necessary. Diseased and infected plants shall be immediately disposed of off-site in a legally-acceptable manner at the discretion of the PQB or Qualified Biological Monitor (QBM) (City approved). Where possible, biological controls will be used instead of pesticides and herbicides.

4. If a Brush Management Program is required the revegetation/restoration plan shall show the dimensions of each brush management zone and notes shall be provided describing the restrictions on planting and maintenance and identify that the area is impact neutral and shall not be used for habitat mitigation/credit purposes.

**C. Letters of Qualification Have Been Submitted to ADD**

1. The applicant shall submit, for approval, a letter verifying the qualifications of the biological professional to MMC. This letter shall identify the PQB, Principal Restoration Specialist (PRS), and QBM, where applicable, and the names of all other persons involved in the implementation of the revegetation/restoration plan and biological monitoring program, as they are defined in the City of San Diego Biological Review References. Resumes and the biology worksheet should be updated annually.
2. MMC will provide a letter to the applicant confirming the qualifications of the PQB/PRS/QBM and all City Approved persons involved in the revegetation/restoration plan and biological monitoring of the project.
3. Prior to the start of work, the applicant must obtain approval from MMC for any personnel changes associated with the revegetation/restoration plan and biological monitoring of the project.
4. PQB must also submit evidence to MMC that the PQB/QBM has completed Storm Water Pollution Prevention Program (SWPPP) training.

**Prior to Start of Construction**

**A. PQB/PRS Shall Attend Preconstruction (Precon) Meetings**

1. Prior to beginning any work that requires monitoring:
  - a. The owner/permittee or their authorized representative shall arrange and perform a Precon Meeting that shall include the PQB or PRS, Construction Manager (CM) and/or Grading Contractor (GC), Landscape Architect (LA), Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC.
  - b. The PQB shall also attend any other grading/excavation related Precon Meetings to make comments and/or suggestions concerning the revegetation/restoration plan(s) and specifications with the RIC, CM and/or GC.
  - c. If the PQB is unable to attend the Precon Meeting, the owner shall schedule a focused Precon Meeting with MMC, PQB/PRS, CM, BI, LA, RIC, RMC, RE and/or BI, if appropriate, prior to the start of any work associated with the revegetation/ restoration phase of the project, including site grading preparation.
2. Where Revegetation/Restoration Work Will Occur
  - a. Prior to the start of any work, the PQB/PRS shall also submit a revegetation/restoration monitoring exhibit (RRME) based on the appropriate reduced LCD (reduced to 11"x 17" format) to MMC, and the RE, identifying the areas to be revegetated/restored including the delineation of the limits of any disturbance/grading and any excavation.
  - b. PQB shall coordinate with the construction superintendent to identify appropriate Best Management Practices (BMPs) on the RRME.
3. When Biological Monitoring Will Occur
  - a. Prior to the start of any work, the PQB/PRS shall also submit a monitoring procedures schedule to MMC and the RE indicating when and where biological monitoring and related activities will occur.
4. PQB Shall Contact MMC to Request Modification

- a. The PQB may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the revegetation/restoration plans and specifications. This request shall be based on relevant information (such as other sensitive species not listed by federal and/or state agencies and/or not covered by the MSCP and to which any impacts may be considered significant under CEQA) which may reduce or increase the potential for biological resources to be present.

### **During Construction**

#### **A. PQB or QBM Present During Construction/Grading/Planting**

1. The PQB or QBM shall be present full-time during construction activities including but not limited to, site preparation, cleaning, grading, excavation, landscape establishment in association with the project's grading permit which could result in impacts to sensitive biological resources as identified in the LCD and on the RRME. **The RIC and/or QBM are responsible for notifying the PQB/PRS of changes to any approved construction plans, procedures, and/or activities. The PQB/PRS is responsible to notify the CM, LA, RE, BI and MMC of the changes.**
2. The PQB or QBM shall document field activity via the Consultant Site Visit Record Forms (CSVSR). The CSVSRs shall be faxed by the CM the first day of monitoring, the last day of monitoring, monthly, and in the event that there is a deviation from conditions identified within the LCD and/or biological monitoring program. The RE shall forward copies to MMC.
3. The PQB or QBM shall be responsible for maintaining and submitting the CSVSR at the time that CM responsibilities end (i.e., upon the completion of construction activity other than that of associated with biology).
4. All construction activities (including staging areas) shall be restricted to the development areas as shown on the LCD. The PQB/PRS or QBM staff shall monitor construction activities as needed, with MMC concurrence on method and schedule. This is to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance as shown on the approved LCD.
5. The PQB or QBM shall supervise the placement of orange construction fencing or City approved equivalent, along the limits of potential disturbance adjacent to (or at the edge of) all sensitive habitats, including Diegan coastal sage scrub (including Baccharis-variant), non-native grassland, southern willow scrub, emergent wetland, and disturbed wetland, as shown on the approved LCD.
6. The PBQ shall provide a letter to MMC that limits of potential disturbance has been surveyed, staked and that the construction fencing is installed properly.
7. The PQB or QBM shall oversee implementation of BMPs, such as gravel bags, straw logs, silt fences or equivalent erosion control measures, as needed to ensure prevention of any significant sediment transport. In 4.0 Environmental Analysis 4.3 Biological Resources Nakano Project EIR Page 4.3-59 addition, the PQB/QBM shall be responsible to verify the removal of all temporary construction BMPs upon completion of construction activities. Removal of temporary construction BMPs shall be verified in writing on the final construction phase CSVSR.
8. PQB shall verify in writing on the CSVSR's that no trash stockpiling or oil dumping, fueling of equipment, storage of hazardous wastes or construction equipment/material, parking or other construction related activities shall occur adjacent to sensitive habitat. These activities shall occur only within the designated staging area located outside the area defined as a biological sensitive area.

9. The long-term establishment inspection and reporting schedule per LCD must all be approved by MMC prior to the issuance of the Notice of Completion (NOC) or any bond release.

**B. Disturbance/Discovery Notification Process**

1. If unauthorized disturbances occurs or sensitive biological resources are discovered that where not previously identified on the LCD and/or RRME, the PQB or QBM shall direct the contractor to temporarily divert construction in the area of disturbance or discovery and immediately notify the RE or BI, as appropriate.
2. The PQB shall also immediately notify MMC by telephone of the disturbance and report the nature and extent of the disturbance and recommend the method of additional protection, such as fencing and appropriate Best Management Practices (BMPs). After obtaining concurrence with MMC and the RE, PQB and CM shall install the approved protection and agreement on BMPs.
3. The PQB shall also submit written documentation of the disturbance to MMC within 24 hours by fax or email with photos of the resource in context (e.g., show adjacent vegetation).

**C. Determination of Significance**

1. The PQB shall evaluate the significance of disturbance and/or discovered biological resource and provide a detailed analysis and recommendation in a letter report with the appropriate photo documentation to MMC to obtain concurrence and formulate a plan of action which can include fines, fees, and supplemental mitigation costs.
2. MMC shall review this letter report and provide the RE with MMC's recommendations and procedures.

**Post Construction**

**A. Mitigation Monitoring and Reporting Period**

1. Five-Year Mitigation Establishment/Maintenance Period
  - a. The RMC shall be retained to complete maintenance monitoring activities throughout the five-year mitigation monitoring period.
  - b. Maintenance visits will be conducted twice per month for the first six months, once per month for the remainder of the first year, and quarterly thereafter.
  - c. Maintenance activities will include all items described in the LCD.
  - d. Plant replacement will be conducted as recommended by the PQB (note: plants shall be increased in container size relative to the time of initial installation or establishment or maintenance period may be extended to the satisfaction of MMC).
2. Five-Year Biological Monitoring
  - a. All biological monitoring and reporting shall be conducted by a PQB or QBM, as appropriate, consistent with the LCD.
  - b. Monitoring shall involve both qualitative horticultural monitoring and quantitative monitoring (i.e., performance/success criteria). Horticultural monitoring shall focus on soil conditions (e.g., moisture and fertility), container plant health, seed germination rates, presence of native and non-native (e.g., invasive exotic) species, any significant disease or pest problems, irrigation repair and scheduling, trash removal, illegal trespass, and any erosion problems.
  - c. After plant installation is complete, qualitative monitoring surveys will occur monthly during year one and quarterly during years two through five.
  - d. Upon the completion of the 120-days short-term plant establishment period, quantitative monitoring surveys shall be conducted at 0, 6, 12, 24, 36, 48 and 60 months by the PQB or QBM. The revegetation/restoration effort shall be quantitatively

evaluated once per year (in spring) during years three through five, to determine compliance with the performance standards identified on the LCD. All plant material must have survived without supplemental irrigation for the last two years.

- e. Quantitative monitoring shall include the use of fixed transects and photo points to determine the vegetative cover within the revegetated habitat. Collection of fixed transect data within the revegetation/restoration site shall result in the calculation of percent cover for each plant species present, percent cover of target vegetation, tree height and diameter at breast height (if applicable) and percent cover of non-native/non-invasive vegetation. Container plants will also be counted to determine percent survivorship. The data will be used to determine attainment of performance/success criteria identified within the LCD.
- f. Biological monitoring requirements may be reduced if, before the end of the fifth year, the revegetation meets the fifth-year criteria and the irrigation has been terminated for a period of the last two years.
- g. The PQB or QBM shall oversee implementation of post-construction BMPs, such as gravel bags, straw logs, silt fences or equivalent erosion control measure, as needed to ensure prevention of any significant sediment transport. In addition, the PBQ/QBM shall be responsible to verify the removal of all temporary post-construction BMPs upon completion of construction activities. Removal of temporary postconstruction BMPs shall be verified in writing on the final postconstruction phase CSV.

#### **B. Submittal of Draft Monitoring Report**

1. A draft monitoring letter report shall be prepared to document the completion of the 120-day plant establishment period. The report shall include discussion on weed control, horticultural treatments (pruning, mulching, and disease control), erosion control, trash/debris removal, replacement planting/reseeding, site protection/signage, pest management, vandalism, and irrigation maintenance. The revegetation/restoration effort shall be visually assessed at the end of 120-day period to determine mortality of individuals.
2. The PQB shall submit two copies of the Draft Monitoring Report which describes the results, analysis, and conclusions of all phases of the Biological Monitoring and Reporting Program (with appropriate graphics) to MMC for review and approval within 30 days following the completion of monitoring. Monitoring reports shall be prepared on an annual basis for a period of five years. Site progress reports shall be prepared by the PQB following each site visit and provided to the owner, RMC, and RIC. Site progress reports shall review maintenance activities, qualitative and quantitative (when appropriate) monitoring results including progress of the revegetation relative to the performance/success criteria, and the need for any remedial measures.
3. Draft annual reports (three copies) summarizing the results of each progress report including quantitative monitoring results and photographs taken from permanent viewpoints shall be submitted to MMC for review and approval within 30 days following the completion of monitoring.
4. MMC shall return the Draft Monitoring Report to the PQB for revision or for preparation of each report.
5. The PQB shall submit revised Monitoring Report to MMC (with a copy to RE) for approval within 30 days.
6. MMC will provide written acceptance of the PQB and RE of the approved report.

### **C. Final Monitoring Reports(s)**

1. PQB shall prepare a Final Monitoring upon achievement of the fifth-year performance/success criteria and completion of the five-year maintenance period.
  - a. This report may occur before the end of the fifth year if the revegetation meets the fifth-year performance /success criteria and the irrigation has been terminated for a period of the last two years.
  - b. The Final Monitoring report shall be submitted to MMC for evaluation of the success of the mitigation effort and final acceptance. A request for a pre-final inspection shall be submitted at this time, MMC will schedule after review of report.
  - c. If at the end of the five years any of the revegetated area fails to meet the project's final success standards, the applicant must consult with MMC. This consultation shall take place to determine whether the revegetation effort is acceptable. The applicant understands that failure of any significant portion of the revegetation/restoration area may result in a requirement to replace or renegotiate that portion of the site and/or extend the monitoring and establishment/maintenance period until all success standards are met.

### **D. Management and Maintenance in Perpetuity**

The Otay tarplant mitigation area shall be protected and managed/maintained in perpetuity. The Otay tarplant mitigation site shall be addressed through a long-term management plan. The Otay tarplant mitigation area shall be covered by a Covenant of Easement to the benefit of the City of San Diego or dedicated in-fee title to the City of San Diego. The project proponent shall provide funding in an amount approved by the City of San Diego based on a Property Analysis Record, or similar cost estimation method, to secure the ongoing funding for the perpetual long-term management, maintenance, and monitoring of the off-site mitigation area pursuant to the long-term management plan by an agency, nonprofit organization, or other entity approved by the City of San Diego.

### **BIO-SD-4 Avian Protection Requirements**

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits or a Notice to Proceed for Subdivisions, removal of habitat that supports active nests in the proposed area of disturbance (both on-site and within the Wetland Plan area of work) should occur outside of the breeding season for least Bell's vireo, burrowing owl, coastal California gnatcatcher, yellow-breasted chat, and yellow warbler (February 1 to September 15) or a preconstruction survey shall be completed by a Qualified Biologist preconstruction to determine the presence or absence of nesting least Bell's vireo, burrowing owl, coastal California gnatcatcher, yellow-breasted chat, and yellow warbler on the proposed area of disturbance. The preconstruction survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the preconstruction survey to City of San Diego DSD for review and written approval prior to initiating any construction activities. If nesting birds are detected, a letter report in conformance with the City of San Diego's Biology Guidelines and applicable state and federal law (i.e., appropriate follow-up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report shall be submitted to the City of San Diego for review and written approval and implemented to the satisfaction of the City of San Diego. The City of San Diego's MMC Section and Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction.



### **BIO-SD-5 Direct Impact Avoidance and Noise Restrictions for Least Bell's Vireo**

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, the City of San Diego Manager (or appointed designee) shall verify that the following project requirements regarding the least Bell's vireo are shown on the construction and wetland restoration plans: No clearing, grubbing, grading, or other construction activities shall occur between March 15 and September 15, the breeding season of the least Bell's vireo, until the following requirements have been met to the satisfaction of the City of San Diego Manager:

- A. A Qualified Biologist (possessing a valid Endangered Species Act Section 10(a)(1)(a) Recovery Permit) shall survey those wetland areas that would be subject to construction noise levels exceeding 60 decibels [dB(A)] hourly average for the presence of the least Bell's vireo. Surveys for this species shall be conducted pursuant to the protocol survey guidelines established by the USFWS within the breeding season prior to the commencement of construction. If the least Bell's vireo is present, then the following conditions must be met:
  1. Between March 15 and September 15, no clearing, grubbing, or grading of occupied least Bell's vireo habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a Qualified Biologist; and
  - 2a. Between March 15 and September 15, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 dB(A) hourly average at the edge of occupied least Bell's vireo or habitat. An analysis showing that noise generated by construction activities would not exceed 60 dB(A) hourly average at the edge of occupied habitat must be completed by a qualified acoustician (possessing current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the City of San Diego Manager at least two weeks prior to the commencement of construction activities. Prior to the commencement of any construction activities during the breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; or
  - 2b. At least two weeks prior to the commencement of construction activities, under the direction of a qualified acoustician, noise attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from construction activities will not exceed 60 dB(A) hourly average at the edge of habitat occupied by the least Bell's vireo. Concurrent with the commencement of construction activities and the construction of necessary noise attenuation facilities, noise monitoring\* shall be conducted at the edge of the occupied habitat area to ensure that noise levels do not exceed 60 dB(A) hourly average. If the noise attenuation techniques implemented are determined to be inadequate by the qualified acoustician or biologist, then the associated construction activities shall cease until such time that adequate noise attenuation is achieved or until the end of the breeding season (September 16).

\*Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB (A) hourly average. If not, other measures shall be implemented in consultation with the Qualified Biologist and the City of San Diego Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures

may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. If least Bell's vireo are not detected during the protocol survey, the Qualified Biologist shall submit substantial evidence to the City of San Diego Manager and applicable resource agencies for review and written approval which demonstrates whether or not mitigation measures such as noise walls are necessary between March 15 and September 15 as follows:
1. If this evidence indicates the potential is high for least Bell's vireo to be present based on historical records or site conditions, then condition A.III shall be adhered to as specified above.
  2. If this evidence concludes that no impacts to this species are anticipated, no mitigation measures would be necessary.

### **BIO-SD-6 Burrowing Owl Preconstruction Survey and Avoidance in the City of San Diego**

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, the City of San Diego Manager (or appointed designee) shall verify that the following project requirements regarding burrowing owl are shown on the construction plans:

#### **PRECONSTRUCTION SURVEY ELEMENT**

##### **Prior to Permit or Notice to Proceed Issuance:**

1. As this project area has been determined to be burrowing owl occupied or to have burrowing owl occupation potential, the Applicant Department or Permit Holder shall submit evidence to the ADD of Entitlements and MSCP staff, to the satisfaction of the City, verifying that a biologist possessing qualifications pursuant to the "Staff Report on Burrowing Owl Mitigation, State of California Natural Resources Agency Department of Fish and Game, March 7, 2012 (hereafter referred as CDFG 2012, Staff Report), has been retained to implement a burrowing owl construction impact avoidance program.
2. The qualified burrowing owl biologist (or their designated biological representative) shall attend the preconstruction meeting to inform construction personnel about the City of San Diego's burrowing owl requirements and subsequent survey schedule.

##### **Prior to Start of Construction:**

1. The Applicant Department or Permit Holder and Qualified Biologist must ensure that initial preconstruction/take avoidance surveys of the project "site" are completed between 14 and 30 days before initial construction activities begin, including brushing, clearing, grubbing, or grading of the project site regardless of the time of the year. "Site" means the project site and the area within a radius of 450 feet of the project site. The report shall be submitted and approved by the Wildlife Agencies and/or City of San Diego MSCP staff in writing prior to construction or burrowing owl eviction(s) and shall include maps of the project site and burrowing owl locations on aerial photos.
2. The preconstruction survey shall follow the methods described in CDFG 2012, Staff Report - Appendix D.
3. 24 hours prior to commencement of ground-disturbing activities, the Qualified Biologist shall verify results of preconstruction/take avoidance surveys via review of the Survey Report (see report requirements in CDFG 2012, Staff Report - Appendix D 3) that is to be provided to the City and Wildlife Agencies. Written verification via the Survey Report shall be provided to the City of San Diego's MMC and MSCP Sections, and to the satisfaction of these sections. If results of the

preconstruction surveys have changed and burrowing owl are present in areas not previously identified, immediate notification to the City of San Diego and Wildlife Agencies shall be provided prior to ground-disturbing activities.

**During Construction:**

1. Best Management Practices shall be employed as burrowing owls are known to use open pipes, culverts, excavated holes, and other burrow-like structures at construction sites. Legally permitted active construction projects which are burrowing owl occupied and have followed all protocol in this mitigation section, or sites within 450 feet of occupied burrowing owl areas, should undertake measures to discourage burrowing owls from recolonizing previously occupied areas or colonizing new portions of the site. Such measures include, but are not limited to, ensuring that the ends of all pipes and culverts are covered when they are not being worked on, and covering rubble piles, dirt piles, ditches, and berms.
2. Ongoing Burrowing Owl Detection - If burrowing owls or active burrows are not detected during the preconstruction surveys, Section "A" below shall be followed. If burrowing owls or burrows are detected during the preconstruction surveys, Section "B" shall be followed. NEITHER THE MSCP SUBAREA PLAN NOR THIS MITIGATION SECTION ALLOWS FOR ANY BURROWING OWLS TO BE INJURED OR KILLED OUTSIDE **OR** WITHIN THE MHPA; in addition, IMPACTS TO BURROWING OWLS WITHIN THE MHPA MUST BE AVOIDED.
  - A. **Post Survey Follow Up if Burrowing Owls and/or Signs of Active Natural or Artificial Burrows Are Not Detected During the Initial Preconstruction Survey** - Monitoring the site for new burrows is required using CDFG Staff Report 2012 Appendix D methods for the period following the initial preconstruction survey, until construction is scheduled to be complete and is complete (NOTE - Using a projected completion date [that is amended if needed] will allow development of a monitoring schedule).
    - 1) If no active burrows are found but burrowing owls are observed to occasionally (1–3 sightings) use the site for roosting or foraging, they should be allowed to do so with no changes in the construction or construction schedule.
    - 2) If no active burrows are found but burrowing owls are observed during follow up monitoring to repeatedly (4 or more sightings) use the site for roosting or foraging, the City of San Diego's MMC and MSCP Sections shall be notified and any portion of the site where owls have been sited and that has not been graded or otherwise disturbed shall be avoided until further notice.
    - 3) If a burrowing owl begins using a burrow on the site at any time after the initial preconstruction survey, procedures described in Section B must be followed.
    - 4) Any actions other than these require the approval of the City of San Diego and the Wildlife Agencies.
  - B. **Post Survey Follow Up if Burrowing Owls and/or Active Natural or Artificial Burrows are Detected During the Initial Preconstruction Survey** - Monitoring the site for new burrows is required using Appendix D CDFG 2012, Staff Report for the period following the initial preconstruction survey, until construction is scheduled to be complete and is complete (NOTE - Using a projected completion date (that is amended if needed) will allow development of a monitoring schedule which adheres to the required number of surveys in the detection protocol).
    - 1) This section (B) applies only to sites (including biologically defined territory) wholly outside of the MHPA – all direct and indirect impacts to burrowing owls within the MHPA SHALL be avoided.

- 2) If one or more burrowing owls are using any burrows (including pipes, culverts, debris piles, etc.) on or within 300 feet of the proposed construction area, the City of San Diego's MMC and MSCP Sections shall be immediately contacted. The City of San Diego's MSCP and MMC Section shall contact the Wildlife Agencies regarding eviction/collapsing burrows and enlist appropriate City of San Diego biologist for on-going coordination with the Wildlife Agencies and the qualified consulting burrowing owl biologist. No construction shall occur within 300 feet of an active burrow without written concurrence from the Wildlife Agencies. This distance may increase or decrease, depending on the burrow's location in relation to the site's topography, and other physical and biological characteristics.
  - a) **Outside the Breeding Season** - If the burrowing owl is using a burrow on-site outside the breeding season (i.e., September 1– January 31), the burrowing owl may be evicted after the qualified burrowing owl biologist has determined via fiber optic camera or other appropriate device, that no eggs, young, or adults are in the burrow. Eviction requires preparation of an Exclusion Plan prepared in accordance with CDFG 2012 Staff Report, Appendix E (or most recent guidance available) for review and submittal to Wildlife Agencies and City of San Diego (MMC and MSCP). Written concurrence from the Wildlife Agencies is required prior to Exclusion Plan implementation.
  - b) **During Breeding Season** - If a burrowing owl is using a burrow onsite during the breeding season (February 1–August 31), construction shall not occur within 300 feet of the burrow until the young have fledged and are no longer dependent on the burrow, at which time the burrowing owls can be evicted. Eviction requires preparation of an Exclusion Plan prepared in accordance with CDFG 2012 Staff Report, Appendix E (or most recent guidance available) for review and submittal to Wildlife Agencies and City of San Diego (MMC and MSCP). Written concurrence from the Wildlife Agencies is required prior to Exclusion Plan implementation.
3. **Survey Reporting During Construction** - Details of construction surveys and evictions (if applicable) carried out shall be immediately (within 5 working days or sooner) reported to the City of San Diego's MMC, and MSCP Sections and the Wildlife Agencies and must be provided in writing (as by e-mail) and acknowledged to have been received by the required Agencies and DSD Staff member(s).

**Post Construction:**

1. Details of all surveys and actions undertaken on-site with respect to burrowing owls (i.e., occupation, eviction, locations etc.) shall be reported to the City of San Diego's MMC Section and the Wildlife Agencies within 21 days post-construction and prior to the release of any grading bonds. This report must include summaries of all previous reports for the site; and maps of the project site and burrowing owl locations on aerial photos.

**BIO-SD-7 Direct Impact Avoidance for Crotch's Bumble Bee**

Should this species no longer be a state candidate for listing or state listed as threatened or endangered at the time of the preconstruction meeting, then no avoidance measures shall be required.

1. Prior to the Notice to Proceed (NTP) for any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits, the Development Services Department (DSD) Director's Environmental Designee shall verify the following project requirements regarding the Crotch's bumble bee are shown on the construction permit:

- A. To avoid impacts to Crotch's bumble bee, removal of habitat in the proposed area of disturbance must occur outside of the Colony Active Period between April 1 through August 31. If removal of habitat in the proposed area of disturbance must occur during the Colony Active Period, a Qualified Biologist shall conduct a preconstruction survey to determine the presence or absence of Crotch's bumble bee within the proposed area of disturbance.
- B. Surveys must be conducted by a Qualified Biologist meeting the qualifications discussed in the California Department of Fish and Wildlife (CDFW) guidance (i.e., Survey Considerations for California Endangered Species Act [CESA] Candidate Bumble Bee Species, dated June 6, 2023). The Qualified Biologist shall send all photo vouchers to a CDFW-approved taxonomist to confirm the identifications of the bumble bees encountered during surveys.
- C. The preconstruction survey shall be conducted during the colony active period between April 1 through August 31 by the Qualified Biologist within 30 calendar days prior to the issuance of Grading Permit, Demolition Plans/Permits and Building Plans/Permits and within one year prior to the initiation of project activities (including removal of vegetation). The preconstruction survey shall consist of photographic surveys following California Department of Fish and Wildlife (CDFW) guidance (i.e., Survey Considerations for California Endangered Species Act [CESA] Candidate Bumble Bee Species, dated June 6, 2023). The surveys shall consist of passive methods unless a Memorandum of Understanding is obtained, as described below. The surveys shall consist of three separate visits spaced two to four weeks apart. Survey results will be considered valid until the start of the next colony active period.
- D. If additional activities (e.g., capture or handling) are deemed necessary to identify bumble bees of an unknown species that may be Crotch's bumble bee, then the Qualified Biologist shall obtain required authorization via a Memorandum of Understanding or Scientific Collecting Permit pursuant to CDFW Survey Considerations for CESA Candidate Bumble Bee Species (CDFW 2023). Survey methods that involve lethal take of species are not acceptable.
- E. The Qualified Biologist/owner permittee shall submit the results (including positive or negative survey results) of the pre-construction survey to City DSD (Mitigation Monitoring and Coordination) City Planning Department (MSCP) staff and CDFW for review and written approval prior to the issuance of Grading Permit, Demolition Plans/Permits and Building Plans/Permits.
- F. If pre-construction surveys identify Crotch's bumble bee individuals on-site, the Qualified Biologist shall notify and consult with CDFW to determine whether project activities would result in impacts to Crotch's bumble bee, in which case an Incidental Take Permit (ITP) may be required. If an ITP is required, it shall be obtained prior to issuance of Grading Permit, Demolition Plans/Permits and Building Plans/Permits and all necessary permit conditions shall be fulfilled prior to initiation of project activities. Take of any endangered, threatened, candidate species that results from the project is prohibited, except as authorized by State law (California Fish and Game Code §§ 86, 2062, 2067, 2068, 2080, 2085; California Code of Regulations, Title 14, §786.9) under the CESA.
- G. Survey data shall be submitted by the Qualified Biologist to the CNDDDB in accordance with the Memorandum of Understanding with CDFW, or Scientific Collecting Permit requirements, as applicable.

### **BIO-SD-8 Wetland Restoration/Creation and Permits**

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions the owner/permittee shall provide compensatory wetland mitigation in accordance with the City of San Diego Land Development Code Biology Guidelines, resulting in no overall net loss of wetlands. To offset the loss of 0.40 acre of impacts to RWQCB wetland waters, CDFW riparian, and City of San Diego wetlands (a total of 0.80 acre of mitigation for jurisdictional impacts) shall be provided. To ensure no net loss, this shall include a 1:1 creation or restoration component (0.40 acre of creation or restoration).

Prior to issuance of land development permits, including clearing, grubbing, grading, and/or construction permits by the City of San Diego that impact jurisdictional waters, the project applicant shall obtain all necessary permits from RWQCB, and CDFW, and shall mitigate direct impacts in accordance with the terms and conditions of all required permits. Areas under the jurisdictional authority of RWQCB, and CDFW shall be delineated on all grading plans.

The applicant shall prepare a Final Wetland Plan and submit it for review and approval to the satisfaction of the City of San Diego, USFWS, RWQCB, and CDFW. The plan shall include, at a minimum, an implementation strategy; appropriate seed mixtures and planting method; irrigation; quantitative and qualitative success criteria; maintenance, monitoring, and reporting program; estimated completion time; contingency measures; and identify long-term funding. The project applicant shall implement the Wetland Plan subject to the oversight and approval of the City of San Diego DSD director (or their designee), RWQCB, and CDFW.

Additionally, as a project design feature, the Final Wetland Plan shall include 2.21 acres of weed control within the Spring Canyon corridor and 0.46 acre of wetland creation/establishment area that shall serve as partial mitigation for Southwest Village project being processed by the City of San Diego (SCH 2004651076; PRJ-0614791).

The project proponent shall provide funding in an amount approved by the City and the Wildlife Agencies based on a Property Analysis Record (PAR) (Center for Natural Lands Management ©1998), or similar cost estimation method, to secure the ongoing funding for the perpetual long-term management, maintenance, and monitoring of the off-site wetland mitigation area by an agency, nonprofit organization, or other entity approved by the City and the Wildlife Agencies. A Wetland Plan has been prepared and is included in Attachment 13 of the Biological Resources Report.

### **BIO-SD-9 Protection and Management Element**

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, the remaining environmentally sensitive lands (ESL) shall be placed in a covenant of easement (Figure 6-1) per Section 143.0140(a) of the SDMC ESL regulation (City of San Diego 2022). These lands will not be used towards mitigation and will be protected from future development. Long-term management of the wetlands within the covenant of easement would be managed by the Homeowners Association in accordance with the Long-term Management Plan (see BIO-SD-10).

### **BIO-SD-10**

Prior to the issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, a long-term management plan shall be prepared to the satisfaction of the City of San Diego DSD director (or their designee), USFWS, and CDFW to address the ongoing maintenance of the on-site wetlands to remain. This plan shall require (1) yearly inspection and enforcement of lighting within the site to be directed and shielded away from the wetland area; (2) yearly maintenance of the 6-foot block wall that separates the development from the wetland area to reduce intrusion into the wetlands; (3) control invasive species appearing within the wetland three times a year; (4) brush management once a year with techniques that protect habitat quality; and (5) trash removal once a year. The project proponent shall provide funding in an amount approved by the City and the Wildlife Agencies based on a Property Analysis Record (Center for Natural Lands Management 1998), or similar cost estimation method, to secure the ongoing funding for the perpetual long-term management, maintenance, and monitoring of the on-site wetland area by the Owner/Permittee.

### **Health and Safety / Hazardous Materials / Water Quality**

#### **HAZ-SD-1 Community Health and Safety Plan**

Prior to issuance of any construction permits, including but not limited to: the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, the Owner/Permittee shall prepare a Community Health and Safety Plan (CHSP) to address the project site and potential burn ash contamination to be reviewed and approved by the City of San Diego Local Enforcement Agency (LEA). The CHSP shall include a site description, the scope of work to be conducted, responsibilities and key personal and contact information, analysis of hazards present, and procedures and protocols based on current regulatory standards and guidance to be utilized in the event hazardous conditions related to burn ash is encountered. Such conditions can include visual observations that indicate evidence of burn ash such as heat frosted glass shards, or stained or discolored soil. The CHSP shall include information informing all personnel of the potential presence of burn ash and procedures to follow if any is encountered during construction activities. The City of San Diego LEA shall be invited to any preconstruction meetings and the approved CHSP shall be distributed to all contractors and implemented by the Owner/Permittee, the Contractor, and subcontractors prior to and during all soil excavation activities. The Contractor shall serve as the Site Safety Manager and oversee the implementation of the CHSP. The Owner/Permittee shall provide the City of San Diego evidence of completion and approval of the CHSP prior to issuance of grading permits.

### **Historical Resources / Tribal Cultural Resources**

#### **HIST-SD-1 Archeological and Native American Monitoring**

##### **I. Prior to Permit Issuance**

###### **A. Entitlements Plan Check**

1. Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Permits and Building Permits or a Notice to Proceed for Subdivisions, but prior to the first preconstruction meeting, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

- B. Letters of Qualification have been submitted to ADD
  - 1. The applicant shall submit a letter of verification to the Mitigation Monitoring and Coordination (MMC) office identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
  - 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
  - 3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

## **II. Prior to Start of Construction**

- A. Verification of Records Search
  - 1. The PI shall provide verification to MMC that a site specific records search (¼-mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
  - 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
  - 3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼-mile radius.

### **B. PI Shall Attend Precon Meetings**

- 1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified archaeologist and Native American monitor shall attend any grading/excavation related precon meetings to make comments and/or suggestions concerning the archaeological monitoring program with the CM and/or Grading Contractor.

If the PI is unable to attend the precon meeting, the applicant shall schedule a focused precon meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.

- 2. Identify Areas to be Monitored
  - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.



- b. The AME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
3. When Monitoring Will Occur
- a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
  - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate site conditions such as depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.

### **III. During Construction**

- A. Monitor(s) Shall be Present During Grading/Excavation/Trenching
- 1. The archaeological monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities that could result in impacts to archaeological resources as identified on the AME. The CM is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances Occupational Safety and Health Administration (OSHA) safety requirements may necessitate modification of the AME.
  - 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
  - 3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
  - 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSVs shall be faxed or emailed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
- 1. In the event of a discovery, the archaeological monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
  - 2. The monitor shall immediately notify the PI (unless monitor is the PI) of the discovery.
  - 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered, shall evaluate the significance of the resource. If human remains are involved, follow protocol in Section IV below.
    - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
    - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP), which has been reviewed by the Native American consultant/monitor, and obtain written approval from MMC. Impacts to significant resources must be mitigated before ground-disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological site is also a historical resource as defined in CEQA, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Guidelines Section 21083.2 shall not apply.
    - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the final monitoring report. The letter shall also indicate that no further work is required.

#### **IV. Discovery of Human Remains**

If human remains are discovered, work shall halt in that area and no soil shall be exported offsite until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.3(e), the California Public Resources Code (Section 5097.98) and state Health and Safety Code (Section 7050.5) shall be undertaken:

- A. Notification
  1. Archaeological monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the monitor is not qualified as a PI. MMC will notify the appropriate senior planner in the Environmental Analysis Section of the Development Services Department to assist with the discovery notification process.
  2. The PI shall notify the medical examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site
  1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the medical examiner in consultation with the PI concerning the provenance of the remains.
  2. The medical examiner, in consultation with the PI, will determine the need for a field examination to determine the provenance.
  3. If a field examination is not warranted, the medical examiner will determine with input from the PI, if the remains are or are not most likely to be of Native American origin.
- C. If human remains ARE determined to be Native American
  1. The medical examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, ONLY the medical examiner can make this call.
  2. NAHC will immediately identify the person or persons determined to be the most likely descendent (MLD) and provide contact information.

3. The MLD will contact the PI within 24 hours or sooner after the medical examiner has completed coordination, to begin the consultation process in accordance with CEQA Guidelines Section 15064.3(e), and the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
  - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being granted access to the site, OR;
  - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC Section 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, the landowner shall reinter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance, THEN
  - c. To protect these sites, the landowner shall do one or more of the following:
    - (1) Record the site with the NAHC;
    - (2) Record an open space or conservation easement; or
    - (3) Record a document with the County. The document shall be titled "Notice of Reinterment of Native American Remains" and shall include a legal description of the property, the name of the property owner, and the owner's acknowledged signature, in addition to any other information required by PRC Section 5097.98. The document shall be indexed as a notice under the name of the owner.

**V. Night and/or Weekend Work**

- A. If night and/or weekend work is included in the contract:
  1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
  2. The following procedures shall be followed.
    - a. No Discoveries  
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSV and submit to MMC via fax by 8 a.m. of the next business day.
    - b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
    - c. Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV - Discovery of Human Remains shall be followed.
    - d. The PI shall immediately contact MMC, or by 8 a.m. of the next business day, to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.

- B. If night and/or weekend work becomes necessary during the course of construction:
  - 1. The CM shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

## **VI. Post Construction**

- A. Preparation and Submittal of Draft Monitoring Report
  - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe resulting from delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.
    - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program shall be included in the Draft Monitoring Report.
    - b. Recording Sites with State of California Department of Parks and Recreation  
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms—DPR 523A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City of San Diego’s HRG, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
  - 2. MMC shall return the Draft Monitoring Report to the PI for revision or, for preparation of the Final Report.
  - 3. The PI shall submit revised Draft Monitoring Report to MMC for approval.
  - 4. MMC shall provide written verification to the PI of the approved report.
  - 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
  - 1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and cataloged.
  - 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
  - 3. The cost for curation is the responsibility of the property owner.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
  - 1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
  - 2. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
  - 3. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in

accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection 5.

D. Final Monitoring Report(s)

1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC that the draft report has been approved.
2. The RE shall, in no case, issue the Notice of Completion and/or release of the Performance Bond for grading until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

### **Greenhouse Gas Emissions**

#### **GHG-SD-1 Transit Passes**

Prior to the issuance of the first occupancy, the Owner/Permittee shall implement a transit subsidy program. The subsidy value will be limited to the equivalent value of 25 percent of the cost of an MTS “Regional Adult Monthly/30 Day Pass” (currently \$72, which equates to a subsidy value of \$18 per month). Subsidies will be available on a per-unit basis to residential tenants for a period of five years (five years after issuance of the first occupancy permit). Owner/Permittee shall provide an annual report to the City Engineer in each of the first five years demonstrating how the offer was publicized to residents and documenting the results of the program each year, including number of participants and driveway traffic counts.

#### **GHG-SD-2 Commute Trip Reduction Program**

Prior to the issuance of first occupancy, the Owner/Permittee shall develop and implement a commute trip reduction program that requires each homeowner and tenant to be provided with a one-page flyer every year that provides information regarding available transit, designated bicycle routes, local bicycle groups and programs, local walking routes and programs, and rideshare programs.

#### **GHG-SD-3 Bicycle Micro-mobility Fleet**

Prior to the issuance of the first occupancy permit, the Owner/Permittee shall provide one bicycle (up to a \$400 value) per unit to the first buyer of each unit.

#### **GHG-SD-4 Energy Star Appliances**

Prior to the issuance of building permits, the Owner/Permittee shall submit building plans illustrating that residential structures shall have Energy Star rated appliances (clothes washers, dishwashers, refrigerators, and ceiling fans).

#### **GHG-SD-5 Alternative Water Heating**

Prior to the issuance of building permits, the Owner/Permittee shall submit building plans illustrating that residential structures shall have non-gas water heaters (e.g., electric or solar water heating).


#### **GHG-SD-6 Water Efficient Landscaping**

Prior to the issuance of building permits, the Owner/Permittee shall submit landscaping plans illustrating that the project would provide low-water use/drought tolerant plant species with low-water use irrigation (e.g., spray head or drip), where required.

### **Transportation**

#### **TRA-SD-1 San Diego Active Transportation In Lieu Fee**

Prior to issuance of the first building permit, the owner/permittee shall pay the City of San Diego Active Transportation In Lieu Fee, consistent with SDMC Section 143.1101, as mitigation to the greatest extent feasible, satisfactory to the City of San Diego Engineer. The owner/permittee shall provide evidence to the City of San Diego that the fee has been paid.

|   |   |   |   |
|---|---|---|---|
|  | <b>City of San Diego<br/>Development Services</b><br>1222 First Ave., MS 302<br>San Diego, CA 92101<br>(619) 446-5000 | <h1>Ownership Disclosure<br/>Statement</h1> | <b>FORM<br/>DS-318</b><br><br><b>October 2017</b> |
|---|---|---|---|

**Approval Type:** Check appropriate box for type of approval(s) requested:  Neighborhood Use Permit  Coastal Development Permit  
 Neighborhood Development Permit  Site Development Permit  Planned Development Permit  Conditional Use Permit  Variance  
 Tentative Map  Vesting Tentative Map  Map Waiver  Land Use Plan Amendment •  **Other** Prezone, Easement Vacation and Specific Plan

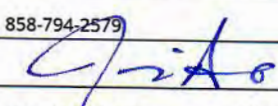
**Project Title:** Nakano Entitlement Applications **Project No. For City Use Only:** \_\_\_\_\_  
**Project Address:** Dennerly Road, San Diego, CA 92154

**Specify Form of Ownership/Legal Status (please check):**

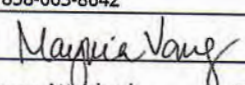
Corporation  Limited Liability -or-  General - What State? \_\_\_\_\_ Corporate Identification No. C3531086  
 Partnership  Individual

By signing the Ownership Disclosure Statement, the owner(s) acknowledge that an application for a permit, map or other matter will be filed with the City of San Diego on the subject property with the intent to record an encumbrance against the property. Please list below the owner(s), applicant(s), and other financially interested persons of the above referenced property. A financially interested party includes any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver or syndicate with a financial interest in the application. If the applicant includes a corporation or partnership, include the names, titles, addresses of all individuals owning more than 10% of the shares. If a publicly-owned corporation, include the names, titles, and addresses of the corporate officers. (A separate page may be attached if necessary.) If any person is a nonprofit organization or a trust, list the names and addresses of **ANY** person serving as an officer or director of the nonprofit organization or as trustee or beneficiary of the nonprofit organization. A signature is required of at least one of the property owners. Attach additional pages if needed. Note: The applicant is responsible for notifying the Project Manager of any changes in ownership during the time the application is being processed or considered. Changes in ownership are to be given to the Project Manager at least thirty days prior to any public hearing on the subject property. Failure to provide accurate and current ownership information could result in a delay in the hearing process.

**Property Owner**

Name of Individual: Tri Pointe Homes - Jimmy Ayala, Division President  Owner  Tenant/Lessee  Successor Agency  
 Street Address: 13520 Evening Creek Drive North, Suite 300  
 City: San Diego State: CA Zip: 92128  
 Phone No.: 858-794-2579 Fax No.: 858-794-2599 Email: Jimmy.Ayala@TriPointeHomes.com  
 Signature:  Date: 11-7-22  
 Additional pages Attached:  Yes  No

**Applicant**

Name of Individual: MayKia Vang - Civil Sense, Inc.  Owner  Tenant/Lessee  Successor Agency  
 Street Address: 13475 Danielson Street, Suite 150  
 City: Poway State: CA Zip: 92064  
 Phone No.: 858-663-8642 Fax No.: \_\_\_\_\_ Email: Maykia@Civil-Sense.com  
 Signature:  Date: 11/3/2022  
 Additional pages Attached:  Yes  No

**Other Financially Interested Persons**

Name of Individual: \_\_\_\_\_  Owner  Tenant/Lessee  Successor Agency  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Additional pages Attached:  Yes  No

Printed on recycled paper. Visit our web site at [www.sandiego.gov/development-services](http://www.sandiego.gov/development-services).  
 Upon request, this information is available in alternative formats for persons with disabilities.

**Certified Copy** I hereby certify that the following transcript of 1 page(s) is a full, true, and correct copy of the original record in the custody of the California Secretary of State's office.

01/19/2021  
Certification Date

  
ALEX PADILLA  
Secretary of State

**CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
PARDEE HOMES**

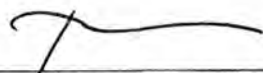
**FILED**  
Secretary of State  
State of California  
A0851046  
Filing Number  
01/04/2021  
Filing Date

The undersigned certifies that:

1. They are the President and the Secretary, respectively, of Pardee Homes, a California corporation.
2. ARTICLE 1 of the Articles of Incorporation of this corporation is amended to read as follows:  
  
"The name of this corporation is and shall be: Tri Pointe Homes IE-SD, Inc."
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 30. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.
5. This amendment of the Articles of Incorporation shall be effective on January 11, 2021.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: January 4, 2021

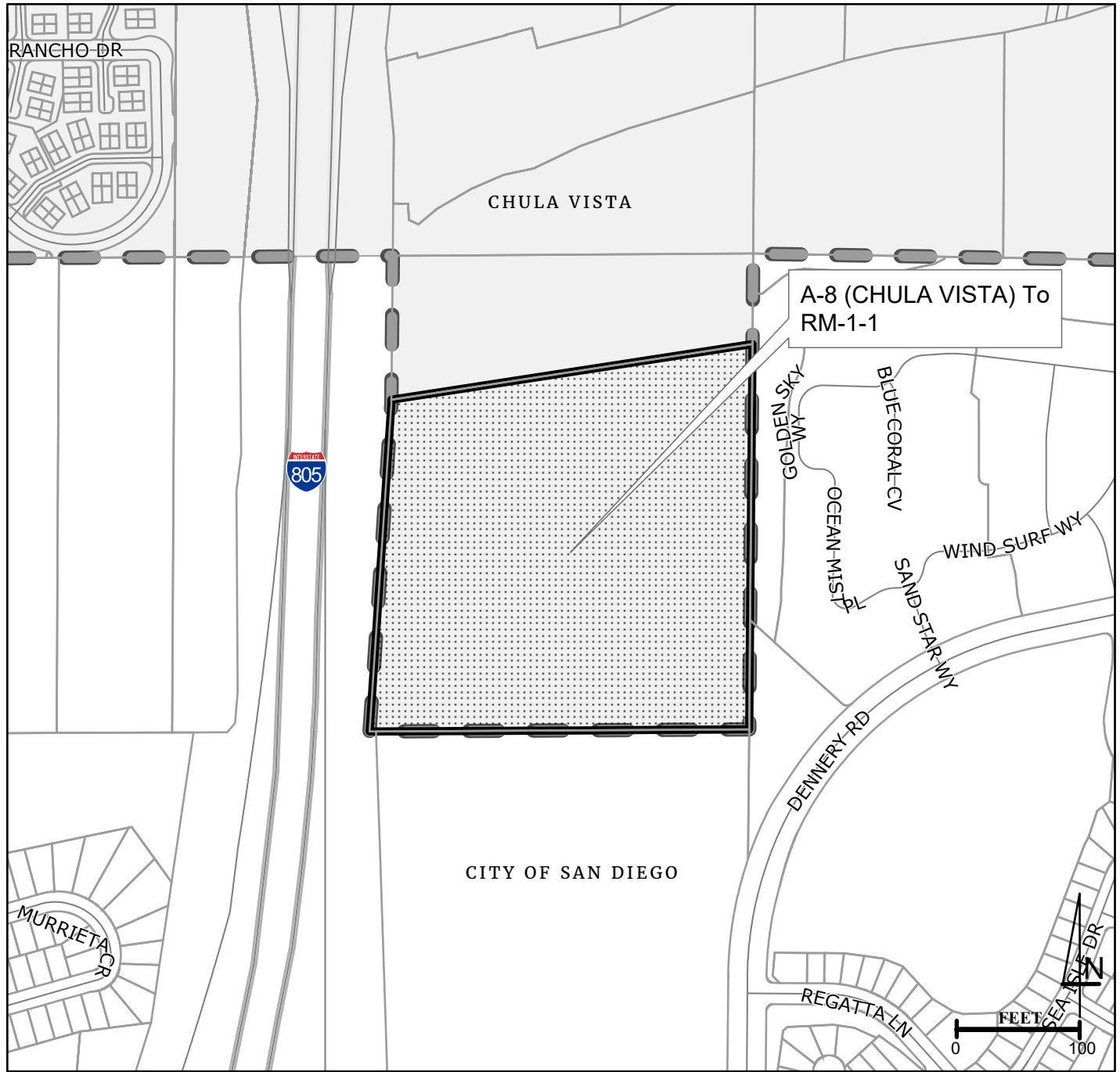
  
\_\_\_\_\_  
Thomas J. Mitchell, President

  
\_\_\_\_\_  
David C. Lee, Secretary





# PROPOSED REZONING



A-8 (CHULA VISTA) To RM-1-1

CITY OF SAN DIEGO



|                        |   |                              |
|------------------------|---|------------------------------|
|                        |   | <b>B-4372</b>                |
| ORDINANCE NO. _____    | REQUEST <b>Future annexation area A-8 (CHULA VISTA) TO RM-1-1</b> |                              |
| EFF. DATE ORD. _____   | PLANNING COMM. RECOMMENDATION                                     | DEVELOPMENT SERVICES MANAGER |
| ZONING SUBJ. TO _____  | CITY COUNCIL ACTION   |                              |
| BEFORE DATE _____      |   |                              |
| EFF. DATE ZONING _____ |   | APN(s): 6240710200           |