

MITIGATED NEGATIVE DECLARATION (MND) for the POMERADO HOSPITAL EXPANSION PROJECT

TO: Board of Directors

MEETING DATE: November 14, 2005

FROM: Michael Covert, CEO

BY: Christine Meaney on behalf of Michael Shanahan,
Director Facilities Planning and Development

BACKGROUND Palomar Pomerado Health, in its planning for the expansion of Pomerado Hospital, entered into a process to define and determine that the hospital planning will be in conformance with the California Environmental Quality Act, C.E.Q.A. An informational update on the findings and process, and how the Act has influenced the design, process and planning of the new expansion was provided to the October 10, 2005 Facilities and Grounds Committee at which a Mitigated Negative Declaration was distributed and discussed. Staff anticipated approval at the November 14, 2005 Board meeting. There were no significant impacts on the environment associated with the Pomerado Hospital Master Facility Plan.

The 30-day public review period of the MND began September 14, 2005 and ended October 13, 2005. Copies of the Responses to Public Comments of the Draft MND are **attached** for information.

Request is now respectfully submitted for Board adoption of the Mitigated Negative Declaration for the Pomerado Hospital Expansion Project by the following three Resolutions, copies of which are also **attached**:

11.14.05 (02)-21 Adoption and Required Findings for Mitigated Negative Declaration for the Pomerado Hospital Expansion Project pursuant to the California Environmental Quality Act (CEQA);

11.14.05 (03)-22 Evidencing Compliance with California Environmental Quality Act – Expansion of Pomerado Hospital;

11.14.05 (04)-23 Approval for Pomerado Hospital Expansion Project.

Such approvals will allow the Mitigated Negative Declaration (MND) to be forwarded to the City of Poway.

**MITIGATED NEGATIVE DECLARATION (MND) for the
POMERADO HOSPITAL EXPANSION PROJECT**

Motion:

Individual Action: **X**

Information:

Required Time:



FILED
Gregory J. Smith, Recorder/County Clerk

SEP 12 2005

BY [Signature] DEPUTY

SEP 12 2005

Notice of Intent
~~to adopt a~~
ADOP 770-21
OK

Mitigated Negative Declaration for the Pomerado Hospital Expansion Project

Date of Notice: September 12, 2005

Palomar Pomerado Healthcare (PPH) District has prepared a draft Mitigated Negative Declaration (MND) for the Pomerado Hospital Expansion project and is inviting your comments regarding the adequacy of this document. The 30-day public review period will begin on September 12, 2005 and end on October 11, 2005. **Your comments must be received by October 11, 2005 to be included in the final document considered by the decision-making authorities.** Please send your written comments to the following address: Michael Shanahan, Director, Facilities, Planning and Development, Palomar Pomerado Health, 15255 Innovation Drive, San Diego, CA 92128 or email your comments to mbs1@pph.org with the Project Name (Pomerado Hospital Expansion MND) in the subject line.

Project Description: The proposed Pomerado Hospital Expansion project is located on the existing Pomerado Hospital campus in Poway, California. The project would be constructed in two major phases, adding approximately 172,000 gross square feet (GSF) of building space in Phase I and 185,000 GSF in Phase II for a total addition of approximately 357,000 GSF of new space. One additional phase, Phase IA, would include the construction of a pedestrian bridge and an elevator core.

Phase I would include the construction of the Outpatient Services Pavilion (OSP) and an adjoining 1,200-space parking garage in the southeastern portion of the campus. Phase I would also include the processing of a Tentative Parcel Map to create a new lot within the HC Zone containing the OSP, relocation of an existing soiled linen staging facility and trash compactor, implementation of a Fire Fuel Management Area, possible relocation of the existing water well, and landscaping. Phase II would include the construction of a new Inpatient Bed Tower, a Conference and Education Center, expansion of hospital Diagnostic and Treatment, support, administrative services, engineering, waste management and central plant services, relocation of the existing heliport, and a remodel of existing facilities. Phase IA would include the construction of a pedestrian bridge connecting the proposed OSP building constructed in Phase I to the proposed hospital expansion area constructed in Phase II. An elevator core on the hospital side would also be constructed with the pedestrian bridge.

Additional Information: For information regarding environmental review and public meetings/hearings on this project, contact Michael Shanahan at (858) 675-5593. The MND and supporting documents may be reviewed, or purchased for the cost of reproduction, from PPH Facilities, Planning and Development (address listed above) or at the City of Poway Development Services, 13325 Civic Center Drive, Poway, CA 92074 (contact Jason Martin, Senior Planner). This notice was published in the NORTH COUNTY TIMES on September 12, 2005.

FILED IN THE OFFICE OF THE RECORDER
SAN DIEGO COUNTY
SEP 12 2005
BY [Signature]

187B₃

**Final
Environmental Initial Study and
Mitigated Negative Declaration**

*Pomerado Hospital Expansion Project
Poway, California*

SCH No. 2005091082

November 2005

Prepared for

Palomar Pomerado Health

15255 Innovation Drive, Suite 204
San Diego, CA 92128-3410

Prepared by

PBSJ

9275 Sky Park Court, Suite 200
San Diego, CA 92123

COMMENTS

RESPONSES

Mr. Shanahan (FWS-SDG-4635.1)

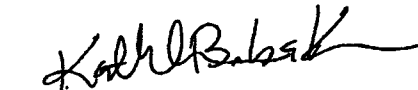
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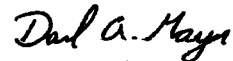
A7-10

We appreciate the opportunity to comment on the DEIR. Please contact Chris Otahal of the Service at (760) 431-9440, or Libby Lucas of the Department at (858) 467-4230, if you have any questions or comments about this letter.

A7-10 This comment does not address the adequacy or accuracy of information provided in the MND. Therefore, no further response is required.

Sincerely,


for Therese O'Rourke
Assistant Field Supervisor
U.S. Fish and Wildlife Service


Michael J. Mulligan
Deputy Regional Manager
California Department of Fish and Game

cc: City of Poway, (Jim Lyon)

California Native Plant Society. 2001. *CNPS Guidelines for Landscaping to Protect Native Vegetation from Genetic Degradation*. California Native Plant Society. December 1, 2001. <http://www.cnps.org/archives/landscaping.htm>

Preston, K. L., P. J. Mock, M. A. Grishaver, E. A. Bailey, and D. F. King. 1998. California gnatcatcher territorial behavior. *Western Birds* 29: 242-257.

RTC-15

COMMENTS

RESPONSES



San Diego County Archaeological Society, Inc.

Environmental Review Committee

19 September 2005

To: Mr. Jason Martin, Senior Planner
Development Services Department
City of Poway
13325 Civic Center Drive
Poway, California 92074

Subject: Draft Mitigated Negative Declaration
Pomerado Hospital Expansion Project

Dear Mr. Martin:

I have reviewed the subject DMND on behalf of this committee of the San Diego County Archaeological Society.

Based on the information contained in the DMND and its Attachment C, we have the following comments:

Mitigation measure Cul-1 should be expanded to require a report documenting the monitoring program and curation of any resulting collections and the associated records. Completion of the report and curation of the collections should be a prerequisite to issuing the certificate of occupancy for the new facilities. The curation should be at an institution meeting the standards described in *Guidelines for the Curation of Archaeological Collections*, issued by the State Historical Resources Commission and dated May 7, 1993.

Other than the above, we agree with the impact analysis and mitigation measures defined in the DMND

Thank you for providing these documents to SDCAS for our review and comment.

Sincerely,

James W. Royle, Jr., Chairperson
Environmental Review Committee

cc: ASM Affiliates
SDCAS President
File

RTC-16

B1-1

B1-1

Consistent with the suggestion in the comment, mitigation measure Cul-1 has been revised to include the following statement: "Upon completion of grading activities, the qualified archaeologist shall prepare a report documenting the monitoring program and curation of any resulting collections and associated records."

COMMENTS

RESPONSES

Dear Mr. Shanahan,

Thank you for providing the opportunity to comment on the Pomerado Hospital MND. Here are my comments and recommendations. I hope that you will find them to be helpful. I've organized them in sections which with luck correspond to the document or at least indicate my intent.

If you need any further information or have any questions please feel free to contact me.

Regards,

Jeff Switzer
jswitzer@evermail.com

Notes: Please reply via email that you received this document.

Parking:

Temporary:

RTC-17
 C1-1 I'm concerned that when the existing employee parking lot is destroyed to make way for the OSP that a firm plan is not in place to provide parking for the Hospital employees until the parking structure is completed. I believe that several alternatives to fill this temporary need have been explored but a firm, committed, temporary employee parking plan needs to be included in the MND. The alternative chosen should include parking on site or on a directly adjacent lot, within easy walking distance. The Hospital employee's work is too important for them to start out their day with a hassle parking and traveling from their car and another hassle when they go home.

C1-1 Temporary parking for employees would be provided during construction. City Lot # 61 is one off-site option for staff parking. Onsite options may include areas adjacent to the existing hospital tower, the physical therapy track and the Skilled Nursing Facility.

Timing of construction:

C1-2 An elevated walkway at the 2nd floor level is planned from the parking structure to the OSP and then to the Hospital on the 2nd level as part of a phase 1A. The MND says that this walkway may be completed concurrently with phase 1, the OSP and parking structure, or concurrent with phase 2, the Hospital expansion/renovation.

Prior to issuance of the grading permit, PPH will demonstrate to the City that, at a minimum, the same number of parking spaces currently on campus will be provided either on-site or off-site during construction.

Thousand of people per day, patients, OSP tenants and Hospital employees will travel from the parking structure to the OSP or Hospital everyday. Many of these people will be elderly and/or ill. It is important that the elevated walkway be in place when phase 1 is completed. It will be a hardship to a great many people if it is not completed.

C1-2 The OSP bridge would connect to the 4th Floor of the Hospital at the south end of the extended diagnostic and treatment block, which would occur as part of Phase II. Thus, building the bridge in Phase I would not be practicable because the connecting hospital block would not be constructed until Phase II. However, there would be an at-grade, ADA-compliant access route connecting the OSP and the existing Hospital Emergency Department entrance in the interim.

Permanent:

C1-3 My understanding is that there will also be an entrance to the OSP on the south end of the structure and that individuals will go downstairs in the parking structure and then walk outside to use this entrance. I also understand that there won't be elevators in the south end of the parking structure. Again, many of the people entering the OSP will be elderly and/or sick. Others will be employees or tenants who would be better treated if they were out of the weather when going to and from their key positions. Therefore elevators should be installed in the south end of the parking structure and an elevated walkway built to the OSP on the south end in addition to the north end. Access to the Hospital from this south entrance could be through the OSP or another walkway depending on design considerations.

C1-3 The parking garage is a design-build contract and the bid documents contain add alternates of two additional elevators and a bridge connection to OSP on second level of the garage on the south for pricing. Depending on the project budget, this may or may not occur. However, there would be an at-grade, ADA-compliant access route connecting between the garage stair and the OSP elevator core at the south end of the garage for patient and staff access.

RESPONSES

COMMENTS

- Permanent:
- C1-4 The OSP is planned for essentially a separate site since a tentative parcel map will be filed for the site. My understanding is also that the OSP building will be developed by a separate entity (Pacific Medical Buildings). As planned, this separate site has a large office building and no parking. Normally such a site would have a large, dedicated parking lot. I believe the parking for an OSP is planned at 5 spaces per 1,000 sq. ft. Parking for the OSP is evidently going to be provided in the parking structure for the hospital. The details of this parking arrangement are not explained in the MND. The details of the parking arrangement, such as how many spaces, how they are allocated, in what part of the garage they will be allocated should all be provide in the MND. Parking is such a concern in Southern California that details of like this need to be understood upfront by all concerned parties. Detailing how the parking will allocated will allow potential patients, visitors, employees, the developer of the OSP and all other interested parties to understand the arrangement.
- C1-5 Permanent:
A nit; on the Pacific Medical Buildings website (www.pacificmedicalbuildings.com) they detail the advantages of clear span parking structures. The advantages for those who use the parking structure seem compelling so I would encourage the use of this construction.
- RT-C-18 Traffic:
C1-6 While traffic studies were done and remediation actions recommended for traffic external to the Pomerado Hospital site, no similar studies were done on the internal roads. Specifically it appears that due to the road arrangements, all of the traffic to the OSP (which will be a separate parcel) and parking structure will run along a minor, relatively narrow two lane road. In addition, ambulances and other emergency vehicles will also use this road. This traffic amounts to many thousands of cars per day. It appears that this minor two lane road turns into a busy thoroughfare. Traffic studies and projections should be done on the roads on the Pomerado site and road modifications incorporated into the MND to accommodate the greatly increased flow of traffic on some roads.
- C1-7 Separate Parcel:
A tentative parcel map will be used to establish a lot for the OSP. My assumption is that the Hospital will lease the parcel to an entity which will develop the OSP. The MND was developed with the parcel included as part of the Hospital campus for considerations such as parking, etc. If the parcel were ever sold it would seem to represent a one building development which wouldn't have complied with all sorts of rules and standards had it originally been developed as a stand alone parcel. Because of this, are there requirements in the development agreement that the parcel can't be sold separate from the overall Hospital property? If not, should there be?
- C1-4 Parking for the OSP is included in the new garage structure adjacent to the OSP building. PPH will address how the garage spaces shall be assigned between patients, visitors, physicians, staff, etc. upon further discussion and agreement with the developer and physicians groups.
- C1-5 This comment does not address the adequacy or accuracy of information provided in the Environmental Initial Study. Therefore, no further response is required.
- C1-6 The project traffic engineer (Linscott Law & Greenspan) has reviewed the internal road system for the Pomerado campus based on the proposed expansion plans in Phase I and Phase II. The recommended on-site road improvement is a three-lane exit at the Hospital main entry off Pomerado Road to reduce queuing. Road widening along the south is not required to handle the ambulance and traffic generated by the OSP. In addition, the proposed new north driveway would be a dedicated service road to the loading dock and central plant area, which would alleviate the existing traffic load on the south road.
- C1-7 The City of Poway will require that a lot created for the OSP must comply with all City regulations. Agreements will be recorded that run with the land to ensure that access/egress to Pomerado Road is available and that the parking spaces required for the OSP are reserved in the adjacent parking structure.



Responses to Public Comments

The following written comments were submitted to PPH during the 30-day public review period on the Draft MND (September 14 – October 13). The comments are grouped by the affiliation of the commenting entity as follows: Federal, State, regional, and local agencies (Section A), organizations (Section B), and individuals (Section C). A response is provided on the right side of the page opposite each comment.

Some comment letters received during the Draft MND public review period contained comments that resulted in changes to the Draft MND text. These changes to the text are indicated by ~~strikeout~~ (deleted text) and underlined (inserted text) markings in the Final MND document.

A Federal, State, Regional and Local Agencies

- A1 United States Marine Corps
- A2 Governor's Office of Planning and Research (State Clearinghouse)
- A3 Caltrans Division of Aeronautics
- A4 San Diego County Regional Airport Authority
- A5 City of Poway
- A6 City of San Diego
- A7 U.S. Fish and Wildlife Service and California Department of Fish and Game

B. Organizations

- B1 San Diego County Archaeological Society

C. Individuals

- C1 Jeff Switzer

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COMMENTS

RESPONSES



UNITED STATES MARINE CORPS
MARINE CORPS AIR BASES WESTERN AREA MIRAMAR
P.O. BOX 462001
SAN DIEGO, CA 92146-2001

11103
G-5/PomeradoHosp
October 11, 2005

CITY OF POWAY
DEVELOPMENT SERVICES DEPARTMENT
ATTN JASON MARTIN
13325 CIVIC CENTER DRIVE
POWAY, CA 92074

RE: CITY OF POWAY; NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE
DECLARATION FOR THE POMERADO HOSPITAL EXPANSION PROJECT

Dear Mr. Martin,

RTC-1

A1-1

This is in response to the Notice of Intent to Adopt a Mitigated Negative Declaration of September 12, 2005 for the Pomerado Hospital Expansion Project in the hospital campus zone within the City of Poway.

A1-2

The proposed site is contained within the "MCAS Miramar AICUZ Study Area" identified in the 2005 Air Installations Compatible Use Zones (AICUZ) Update for Marine Corps Air Station (MCAS) Miramar. This area will be affected by operations of military fixed and rotary-wing aircraft transiting to and from MCAS Miramar. The project is located outside the adopted 2004 Comprehensive Land Use Plan (CLUP) noise contours and projected MCAS Miramar AICUZ (2005) 60-65 dB Community Noise Equivalent Level (CNEL) noise contours and is consistent with the land use compatibility guidelines for Miramar operations.

A1-3

The location will experience flight activity from the Julian Departure and Ground Controlled Approach (GCA) Box Pattern Flight Corridors for fixed-wing operations. Additionally, the site will experience flight activity from the I-15 Flight Corridor for helicopter operations. Occupants will see and hear fixed and rotary-wing aircraft and experience varying degrees of noise and vibration.

Consequently, we are recommending full disclosure of noise and visual impacts to all initial and subsequent purchasers, lessees, or other potential occupants.

A1-1

This comment does not address the adequacy or accuracy of information provided in the Environmental Initial Study. Therefore, no further response is required.

A1-2

Section 2.2.7.e of the Initial Study Checklist discussion identifies that the project is located within Compatibility Zone E of the MCAS Miramar AICUZ. Zone E is considered to be a secondary influence zone, due to its distance from MCAS Miramar. The project is compatible with Zone E requirements because it would not exceed height limits set by the FAA, is not proposed in a high terrain area, and does not have the potential to create electrical or visual hazards or to cause an increase in the attraction of birds or other wildlife.

A1-3

The project site currently operates as a hospital facility with a helipad and would continue to operate as a hospital facility after project construction. Thus, the project site already experiences noise and visual impacts associated with air traffic from nearby flight corridors, such as Julian and I-15. PPH would provide full disclosure of noise and visual impacts associated with these flight corridors to all future purchasers, lessees, or other potential occupants of the project site.

COMMENTS

RESPONSES

11103
G-5/PomeradoHosp
October 11, 2005

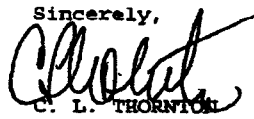
A1-4 [Additionally, this project includes changes to the existing flight paths for the use of the hospital's heliport, these changes should be reviewed for compliance with Federal Aviation Administration (FAA), Part 77 requirements for adverse effects to Marine Corps Air Station (MCAS) Miramar operations.

Normal hours of operation at MCAS Miramar are as follow:

Monday through Thursday	7:00 a.m. to 12:00 midnight
Friday	7:00 a.m. to 6:00 p.m.
Saturday, Sunday, Holidays	8:00 a.m. to 6:00 p.m.

A1-5 MCAS Miramar is a master air station, and as such, can operate 24 hours per day, 7 days per week. Fiscal and manpower constraints, as well as efforts to reduce the noise impacts of our operations on the surrounding community, impose the above hours of operation. Circumstances frequently arise which require an extension of these operating hours.

Thank you for the opportunity to review this land use proposal. If we may be of any further assistance, please contact Ms. Maria Skrzynski at (858) 577-6603.

Sincerely,


C. L. THORNICK
Community Plans and Liaison Officer
By direction of the Commander

Copy to:
PPH Director of Facilities (Mr. Shanahan)
PBS&J Env. Consultant (Ms. Catalano)

A1-4 Phase II of the proposed project would include the relocation of the helipad. It is anticipated that the helipad would be located in the same general area and utilize similar flight paths as the existing helipad. Section 1.9.6 of the Environmental Initial Study identifies that the project would be subject to an airspace determination as required by Section 157 of the Federal Aviation Regulations. This section has been revised to indicate that if changes in the existing flight path would occur, these changes should be reviewed for compliance with the FAA Part 77 requirements for adverse effects to MCAS Miramar operations.

A1-5 This comment does not address the adequacy or accuracy of information provided in the Environmental Initial Study. Therefore, no further response is required.

RTC-2

COMMENTS

RESPONSES



Arnold Schwarzenegger
Governor

October 14, 2005

STATE OF CALIFORNIA
Governor's Office of Planning and Research
State Clearinghouse and Planning Unit



Sam Welch
Director

Michael Shanahan
Palomar Pomerado Healthcare District
15255 Innovation District
San Diego, CA 92128

Subject: Pomerado Hospital Expansion Project
SCH#: 2005091082

Dear Michael Shanahan:

The State Clearinghouse submitted the above named Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on October 13, 2005, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(e) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Terry Roberts
Director, State Clearinghouse

Enclosures
cc: Resources Agency

A2-1 This comment is consistent with information provided in the Draft MND. No further response is required.

RTC-3

A2-1

COMMENTS

RESPONSES

**Document Details Report
State Clearinghouse Data Base**

SCH# 2006091082
Project Title Pomerado Hospital Expansion Project
Lead Agency Palomar Pomerado Hospital District

Type Neg Negative Declaration
Description Expansion of the existing Pomerado Hospital, including construction of a new Outpatient Services Pavilion, 1,200-space parking garage, Inpatient Bed Tower, Conference and Education Center, relocation of existing helipad, implementation of a fire fuel management area, and the expansion, relocation and remodel of existing hospital services and facilities.

Lead Agency Contact
Name Michael Shanahan
Agency Palomar Pomerado Healthcare District
Phone (658) 675-6693 **Fax**
email
Address 15265 Innovation District
City San Diego **State** CA **Zip** 92128

Project Location
County San Diego
City Poway
Region
Cross Streets 15815 Pomerado Road
Parcel No. 275-70-01, 04, 06, 10
Township 13S **Range** 2W **Section** 35 **Base** 8B

Proximity to:
Highways I-15
Airports
Railways
Waterways
Schools Rancho Bernardo, St. Michael
Land Use Hospital Use / Hospital Campus Zone / Hospital Campus

Project Issues Aesthetic/Visual; Air Quality; Archeologic-Historic; Biological Resources; Cumulative Effects; Drainage/Absorption; Flood Plain/Flooding; Forest Land/Fire Hazard; Geologic/Seismic; Landuse; Noise; Public Services; Sewer Capacity; Soil Erosion/Compaction/Grading; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality

Reviewing Agencies Resources Agency; Regional Water Quality Control Board, Region 9; Department of Parks and Recreation; Native American Heritage Commission; Department of Health Services; Office of Historic Preservation; Department of Fish and Game, Region 5; Office of Emergency Services; California Highway Patrol; Caltrans, District 11; Caltrans, Division of Aeronautics

Date Received 09/14/2005 **Start of Review** 09/14/2005 **End of Review** 10/13/2005

RT-C-4

COMMENTS

RESPONSES

DEPARTMENT OF TRANSPORTATION
 DIVISION OF AERONAUTICS — M.S.#40
 1120 N STREET
 P. O. BOX 942873
 SACRAMENTO, CA 94273-0001
 PHONE (916) 654-4959
 FAX (916) 653-9531
 TTY (916) 651-6827



September 26, 2005

Mr. Michael Shanahan
 Palomar Pomerado Healthcare District
 15255 Innovation Drive
 San Diego, CA 92128

Dear Mr. Shanahan:

Re: Pomerado Hospital Expansion Project
 SCH# 2005091082

RTC-5

A3-1 The California Department of Transportation (Caltrans), Division of Aeronautics (Division), reviewed the above-referenced environmental document with respect to airport-related noise and safety impacts and airport operations safety pursuant to the California Environmental Quality Act (CEQA). The Division has technical expertise in the areas of airport operations safety and airport land use compatibility planning. The Division is a funding agency for airport development projects, and has permit authority for public and special use airports and heliports. The following comments are offered for your consideration.

The proposed project involves the expansion of the existing Pomerado Hospital, including a new out-patient services pavilion, a 1200-space parking garage, an in-patient bed tower, conference and education center, a fire fuel management area, and the relocation of the existing heliport.

A3-2 The new hospital heliport will require a State Heliport Permit from the Division of Aeronautics. The applicant should be advised to contact the Division's Aviation Safety Officer for San Diego County Mr. Jeff Brown at 916-654-4565 to request a State Heliport Permit application package.

A3-3 Prior to issuing the permit, the Division of Aeronautics, as a Responsible Agency, must ensure that the proposed complies with CEQA. The issues of primary concern to us include heliport-related noise and safety impacts on the surrounding community. To ensure that the community will not be adversely impacted by helicopter operations, flight paths should avoid noise-sensitive and people-intensive uses. Environmental documentation should include diagrams showing the proposed landing site and the approach/departure flight paths. The diagrams should also depict the proximity of the proposed flight paths to any existing or proposed noise-sensitive and people-intensive uses. Consideration given to the issue of compatible land uses in the vicinity of a heliport should help relieve future conflicts between the heliport and its neighbors.

A3-4 In addition, existing and proposed structures in the vicinity of the proposed heliport site should not be at a height that will result in the penetration of the imaginary surfaces for air navigation. To make an airspace determination for the new heliport, the Federal Aviation Administration (FAA)

A3-1 This comment does not address the adequacy or accuracy of information provided in the Environmental Initial Study. Therefore, no further response is required.

A3-2 Section 1.9.10 of the Environmental Initial Study identifies that Phase II of the project would require the issuance of two permits by Caltrans' Division of Aeronautics (DOA) for the relocation of the heliport. The DOA would issue a Heliport Site Approval Permit after all approvals from other agencies have been issued, and a State Heliport Permit to authorize flight operations upon post-construction inspection. PPH will contact Mr. Jeff Brown prior to Phase II implementation to request the permit application packages.

A3-3 The existing hospital on the project site currently operates a helipad. The existing helipad currently has three approved approach/departure flight path alignments, as shown on Exhibit A. During Phase I, the eastern flight path would be decommissioned as part of this project. Painted markings on the pad would be reoriented toward pilots approaching along the southeastern flight path. The southeastern flight path is currently and would continue to be the primary approach path. The western flight path is currently and would continue to be the primary departure path.

The helipad would be relocated during Phase II of the proposed project. Its final location has not yet been determined, however, it is anticipated that the relocated helipad would be in the same general vicinity and utilize similar flight paths as the existing helipad. However, it is possible that the new location could result in new or modified flight paths not currently used. If this occurs, the relocated helipad may be required to undergo a separate CEQA environmental review prior to approval of Phase II.

A3-4 The structures in the vicinity of the helipad would not penetrate imaginary surfaces as specified in Part 77, *Objects Affecting Navigable Airspace*, of the Federal Aviation Regulations. The same standards would be applied to the relocated helipad location when it is determined.

COMMENTS

RESPONSES

Mr. Michael Shanahan
September 26, 2005
Page 2

A3-4 (cont.) will require the filing of a Notice of Landing Area Proposal (Form 7480-1). A copy of the form is available on the FAA's website at <http://www.faa.gov/ARP/eng/forms/7480-1.pdf>.

A3-5 For your information, the FAA's Advisory Circular 150/5390-2B, *Heliport Design*, is published on-line at <http://www.faa.gov/arp/publications/acs/5390-2/5390-2b.doc>.

A3-6 This proposal should also be submitted to the San Diego Airport Land Use Commission for their review and consistency finding.

A3-7 These comments reflect the areas of concern to Caltrans, Division of Aeronautics, with respect to heliport operations safety and airport land use compatibility planning. We advise you to contact our district office concerning surface transportation issues.

Thank you for the opportunity to review and comment on this proposal. If you have any questions, please call me at (916) 654-5253.

Sincerely,

D. Cohen

DAVID COHEN
Associate Environmental Planner

c: State Clearinghouse
San Diego County ALUC

A3-5 This comment does not address the adequacy or accuracy of information provided in the Environmental Initial Study. Therefore, no further response is required.

A3-6 The San Diego County Regional Airport Authority (SDCRAA) is the acting regional Airport Land Use Commission for San Diego County. The Draft MND/IS was sent to the SDCRAA during the public review period and the SDCRAA issued a project comment letter dated September 26, 2005 (see comment letter A4). The letter indicates that the proposed project is located outside the Airport Influence Area of MCAS Miramar and that an ALUC consistency determination is not required.

A3-7 This comment does not address the adequacy or accuracy of information provided in the Environmental Initial Study. Therefore, no further response is required.

COMMENTS

RESPONSES

SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY

P.O. BOX 82776, SAN DIEGO, CA 92138-2776
619 400 2400 WWW.SAN.ORG

September 26, 2005

Mr Jason Martin
City of Poway
Development Services
13325 Civic Center Drive
Poway, CA 92074

Re: San Diego County Regional Airport Authority Airport Land Use Commission
Determination – Pomerado Hospital Expansion Project; Notice of Intent to
Adopt Mitigated Negative Declaration; MCAS Miramar Airport Land Use
Compatibility Plan

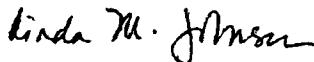
Dear Mr Martin:

The San Diego County Regional Airport Authority has received your Notice of Intent for the
proposed project described above

This project is located outside the Airport Influence Area of MCAS Miramar. Therefore,
staff review of the proposed project indicates that an ALUC consistency determination is not
required We appreciate your notification We are returning the Environmental Initial Study
and Mitigated Negative Declaration We wish you success with your project

If you have any questions, please e-mail me at ljohnson@san.org.

Sincerely,



Linda M. Johnson, RLA, ASLA
Airport Planner, Airport System Planning
San Diego County Regional Airport Authority

Attachments: EIR and MND

cc: Army Gonzales, SDCRAA-General Counsel

RTC-7

A4-1

A4-1

This comment does not address the adequacy or accuracy of information
provided in the Environmental Initial Study. Therefore, no further
response is required.

COMMENTS

RESPONSES

CITY OF POWAY

MICKEY CAFAGNA, Mayor
BOB EMERY, Deputy Mayor
MERRILEE BOYACK, Councilmember
DON HIGGINSON, Councilmember
BETTY REXFORD, Councilmember



October 5, 2005

Michael Shanahan
Director of Facilities, Planning, and Development
Pomerado Hospital
15255 Innovation Drive
San Diego CA 92128

Subject: Proposed Mitigated Negative Declaration for the Pomerado Hospital expansion project located at 15615 Pomerado Road

City Case File Numbers: Conditional Use Permit (CUP) 85-06M
Development Review (DR) 04-11
Zoning Ordinance Amendment (ZOA) 05-03
General Plan Amendment (GPA) 05-04
Variance (VAR) 05-13

Dear Mr. Shanahan:

Thank you for the additional opportunity to review and comment on the proposed Mitigated Negative Declaration (MND) for the above referenced project located in the City of Poway.

The City has reviewed the proposed MND and its accompanying documents, and recommends that the following be incorporated into the final MND documents.

An enhanced discussion of the proposed project's compatibility with the surrounding land uses should be provided in the Initial Study (IS). In the current discussion it is concluded that surrounding land uses would not be incompatible with the hospital. The discussion should explain the opposite, why the hospital is not incompatible with surrounding land uses. Summarize why the project will not impact surrounding land uses. Explain why it is that the project will not create noise, light and glare, traffic, or aesthetic, etc. impacts to the surrounding area. In the enhanced discussion cross-reference to Sections 2.2.1 a, b and c, and 2.2.11, and any other applicable Sections in the IS, to supplement the discussion.

A5-1 Section 2.2.9.b of the Environmental Initial Study has been revised to include an enhanced discussion of the proposed project's compatibility with the surrounding land uses, consistent with the suggestion provided in the comment. The discussion explains why the hospital is not incompatible with surrounding land uses. The project would still result in a less than significant land use impact.

RTC-8

A5-1

COMMENTS

RESPONSES

Pomerado Hospital Expansion MND
October 5, 2005
Page 2

A5-1
(cont.) | Should you have any questions, please contact me at (858) 668-4658 or 668-4600. My
fax number is (858) 668-1211.

Sincerely,

DEVELOPMENT SERVICES DEPARTMENT



Jason Martin
Senior Planner

c: PBS&J
Diane Catalano
9275 Sky Park Court, Suite 200
San Diego, CA 92123

M:\planning\jason\hospital2.doc

RTC-9

COMMENTS

RESPONSES



THE CITY OF SAN DIEGO

October 10, 2005

Michael Shanahan
 Facilities, Planning and Development
 Palomar Pomerado Health
 15255 Innovation Drive
 San Diego, C 92128

Subject: City of San Diego Comments on the Draft Mitigated Negative Declaration for the Pomerado Hospital Expansion Project

Dear Michael Shanahan:

The City of San Diego received the Draft Mitigated Negative Declaration for the Pomerado Hospital Expansion Project and the Water Operations Division and Traffic Engineering offer the following comments:

Water Operations Division – Cathy Cibit (619-527-7405)

The proposed project appears to be on the topographic boundary separating the Hodges and the Penasquitos Watersheds. Depending upon which way the storm drains are directed, stormwater may affect the Hodges Reservoir. This facility is one of many source water drinking reservoirs owned and operated by the City of San Diego. Stormwater should be directed away from this reservoir and Best Management Practices incorporated into the project to the maximum extent feasible. If stormwater is directed towards Hodges Reservoir, then the document should analyze the potential water quality impact and this analysis should follow the City's "Source Water Protection Guidelines for New Development", 2004.

See <http://www.sandiego.gov/water/operations/environment/swpz.shtml> for additional information.

Traffic Engineering - Jim Lundquist (619) 446-5361

Table 5-1 in the Traffic Report uses a trip rate for "Outpatient Hospital functions" which is not found in the SANDAG Traffic Generation Rates. Please provide documentation for this rate.

The Congestion Management Program requires analysis for project trips on segments and intersections greater than 50 peak hour trips. Figure 5-2 in the traffic report shows project trips in excess of the 50 peak hour limits at two locations: Pomerado Rd/Ted Williams Pkwy and Paseo Lucido/Bernardo Heights Pkwy. The analysis must continue

- A6-1 It has been verified through SanGIS, the County of San Diego Regional Geographic Databases, that the project site is located within the Penasquitos Watershed, which is different from the watershed that the Hodges Reservoir is located in (San Dieguito River Watershed). Therefore, storm water runoff from the project site would not be directed toward Hodges Reservoir. No further response is required.
- A6-2 The trip rates used for the "Outpatient Hospital Functions" land-use are those for "Hospital – General", published in the *SANDAG Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region (April 2002)*.
- A6-3 The study area boundaries and the intersections and street segments selected for analysis were developed in conjunction with City of Poway staff. PPH acknowledges that traffic volume in excess of 50 peak hour trips "guideline" is present west of the study area on Bernardo Heights Parkway and Ted Williams Parkway, as noted in the comment. The project traffic engineer (Linscott Law & Greenspan) discussed this with City of Poway staff at the initiation of the project. It was concluded that the intersections west of the ultimate project area on these corridors currently do not operate at deficient levels of service, and that "significant project impacts" would be unlikely. Therefore, these intersections were not included in the traffic study area.

RTC-10

COMMENTS

RESPONSES

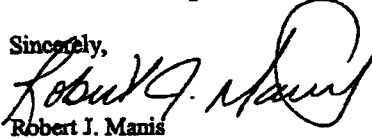
Page 2 of 2
Michael Shanahan
October 10, 2005

A6-3 | west on Ted Williams Pkwy and Bernardo Heights Pkwy west until the peak hour trips are less than 50.

A6-4 | Please contact the above-named individual if you have any questions on these comments. We ask that you please address this issue in the draft MND and use our significance thresholds for mitigation. Also, please provide us a copy of the draft.

A6-4 This comment does not address the adequacy or accuracy of information provided in the Environmental Initial Study. Therefore, no further response is required.

Sincerely,



Robert J. Manis
Assistant Deputy Director
Land Development Review Division

COMMENTS

RESPONSES



U.S. Fish and Wildlife Service
 Carlsbad Fish and Wildlife Office
 6010 Hidden Valley Road
 Carlsbad, California 92011
 (760) 431-9440
 FAX (760) 431-5901



California Department of Fish & Game
 South Coast Regional Office
 4949 Viewridge Avenue
 San Diego, California 92123
 (858) 467-4201
 FAX (858) 467-4299

In Reply Refer To:
 FWS-SDG-4635.1

Mr. Michael Shanahan, Director
 Facilities, Planning and Development
 Palomar Pomerado Healthcare District
 15255 Innovation Drive
 San Diego, California 92128

RE: Comments on the draft Mitigated Negative Declaration for the Pomerado Hospital Expansion Project

Dear Mr. Shanahan:

The U.S. Fish and Wildlife Service (Service) and the California Department of Fish and Game (Department), collectively the "Wildlife Agencies," have reviewed the draft Mitigated Negative Declaration (MND) and the Mitigation Monitoring and Reporting Program Summary (MMRP), dated September 2005, and received by the Service October 14, 2005, for the proposed Pomerado Hospital Expansion Project, located east of Pomerado Road and north of Monte Vista Road in the City of Poway (City), San Diego County, California. While the State Clearinghouse's date for the end of the public review period was October 13, 2005, you granted an extension of this period to the Wildlife Agencies until October 28, 2005. We appreciate the extension.

The Department is a Trustee Agency and a Responsible Agency pursuant to the California Environmental Quality Act (CEQA), sections 15386 and 15381, respectively. The Department is responsible for the conservation, protection, and management of the state's biological resources, including rare, threatened, and endangered plant and animal species, pursuant to the California Endangered Species Act and other sections of the Fish and Game Code. The primary concern and mandate of the Service is the protection of public fish and wildlife resources and their habitats. The Service has legal responsibility for the welfare of migratory birds, anadromous fish, and endangered animals and plants occurring in the United States. The Service is also responsible for administering the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

The project proposes the expansion of the existing Pomerado Hospital, including construction of a new Outpatient Services Pavilion, 1,200-space parking garage, Inpatient Bed Tower, Conference and Education Center, relocation of existing helipad, implementation of a fire fuel management area, and the expansion, relocation and remodel of existing hospital services and facilities. The project would result in the loss of 2.7 acres of Diegan coastal sage scrub, 0.2 acre of southern mixed chaparral, and 0.3 acre of chamise chaparral. According to the biological technical report (Helix Environmental Planning, Inc., March 30, 2005; biological report) prepared for the project, a portion of the project's proposed area of impact is within a Proposed

- A7-1 This comment does not address the adequacy or accuracy of information provided in the MND. Therefore, no further response is required.
- A7-2 The project's biological consultant, Helix Environmental Planning, has reviewed the City of Poway's Subarea Habitat Conservation Plan (PSHCP) Plan and determined from Pocket Map 3, Preserve Design, that the proposed project's disturbance area is located outside of the Proposed Resource Protection Area (PRPA) 10. The PRPA lies within the Twin Peaks Mitigation Area but does not completely overlap it. By not impacting PRPA 10, the project would not require approval of a PPRA boundary adjustment from the City.

RTC-12

A7-1

A7-2

COMMENTS

RESPONSES

Mr. Shanahan (FWS-SDG-4635.1)

A7-2
(cont.)

Resource Protection Area (PRPA) under the City's Multiple Species Conservation Program Subarea Plan (SAP), specifically PRPA 10. The project would result in a loss of 0.5 acre of Diegan coastal sage scrub (CSS) within the PPRA for which the Palomar Pomerado Healthcare District (District) would need to obtain approval for a boundary adjustment from the City. The proposed ratios for the compensatory mitigation for the loss of habitat are consistent with the SAP, assuming that no coastal California gnatcatcher (*Polioptila californica californica*; gnatcatcher), a federally threatened species, occur on site.

We offer the following comments to assist the District in avoiding or minimizing potential impacts to sensitive native plants and wildlife:

A7-3

1. The project would include a 135-foot wide fire fuel modification zone (FMZ) to the east of the proposed parking structure. The MND indicates that the City requires this FMZ, which would result in half of the proposed project-related losses of sensitive habitat (i.e., 1.6 acres of the total 3.2 acres). The project also proposes to install a retaining wall up to twenty feet tall east of the proposed parking structure. In an effort to minimize project-related biological impacts per CEQA, please inform us as to the possibility of reducing the width of the FMZ if the retaining wall would serve, in part, as protection from fire.

A7-3

Implementation of the 135-foot fire fuel management zone is required by the City of Poway. The retaining wall referenced in the comment would be constructed to support the natural topography of the hillside, not the proposed parking structure. The retaining wall would not provide a physical separation between the parking structure and native vegetation and serve as a fire barrier. Therefore, the width of the fire fuel management zone would not be reduced because the retaining wall would not protect the parking structure from fire.

A7-4

2. The biological report indicates that the results of the protocol-level surveys for the gnatcatcher conducted in 2004 were negative. The Wildlife Agencies typically consider the results of biological surveys to be current for up to one year, so we recommend that updated protocol surveys be conducted within one year of the initiation of construction, including any disturbance of potential gnatcatcher habitat. It is particularly important that construction within the PPRA not commence without current survey results because PRPA 10 supports 17 pairs of gnatcatcher.

A7-4

As a condition of project approval, if clearing or grading would occur between February 15 and July 1, the City is requiring the applicant to retain services from a qualified biologist to perform gnatcatcher and raptor nest surveys and provide a map showing all habitat areas including all CSS habitat within 500 feet of the area to be graded or cleared. The biologist shall contact the USFWS to determine the appropriate survey methodology. Therefore, consistent with the recommendation in this comment, the new surveys would be conducted prior to any disturbance of gnatcatcher habitat and within one year of initiation of project construction. Mitigation measure Bio-1 has been revised to include this language.

A7-5

3. The proposed mitigation for the loss of CSS would involve the placement of a biological conservation easement over a minimum of 5.9 acres of the upland habitat including 5.4 acres of CSS in the most northeastern of the five parcels occupied by the hospital complex. This would be within a biological core linkage area of the City's SAP. We understand that a precise location for the mitigation site has not been delineated, and request that the District submit to us a) an aerial photograph of the area within which the mitigation is contemplated, and b) a map designating the habitats that comprise the area depicted in the photograph. We may request a site visit upon review of this information. Bio-3 in the MMRP should be modified to indicate that the final location of the mitigation site must be approved by the Wildlife Agencies.

A7-5

The District appreciates the comment. In accordance with City requirements, the applicant will submit an aerial photograph of the area within which the biological conservation easement would be placed and a map showing the habitats contained within the proposed easement to the City.

A7-6

4. Please inform us as to who will hold the conservation easement. If the City would not be the holder of the easement, the Wildlife Agencies request the opportunity to review a) the conservation easement, b) information regarding the in-perpetuity management of the mitigation area (e.g., tasks, frequency, remedial measures), and c) information regarding the funding that would be provided for the management (e.g., non-wasting endowment and who would hold the endowment).

A7-6

The conservation easement will be drafted using the City of Poway's standard biological conservation easement deed that has been developed in consultation with the Wildlife Agencies and has been used by the City for the last several years. A copy of this document is provided as Exhibit B at the end of the Response to Comments section of the MND.

RTC-13

COMMENTS

Mr. Shanahan (FWS-SDG-4635.1)

RTC-14

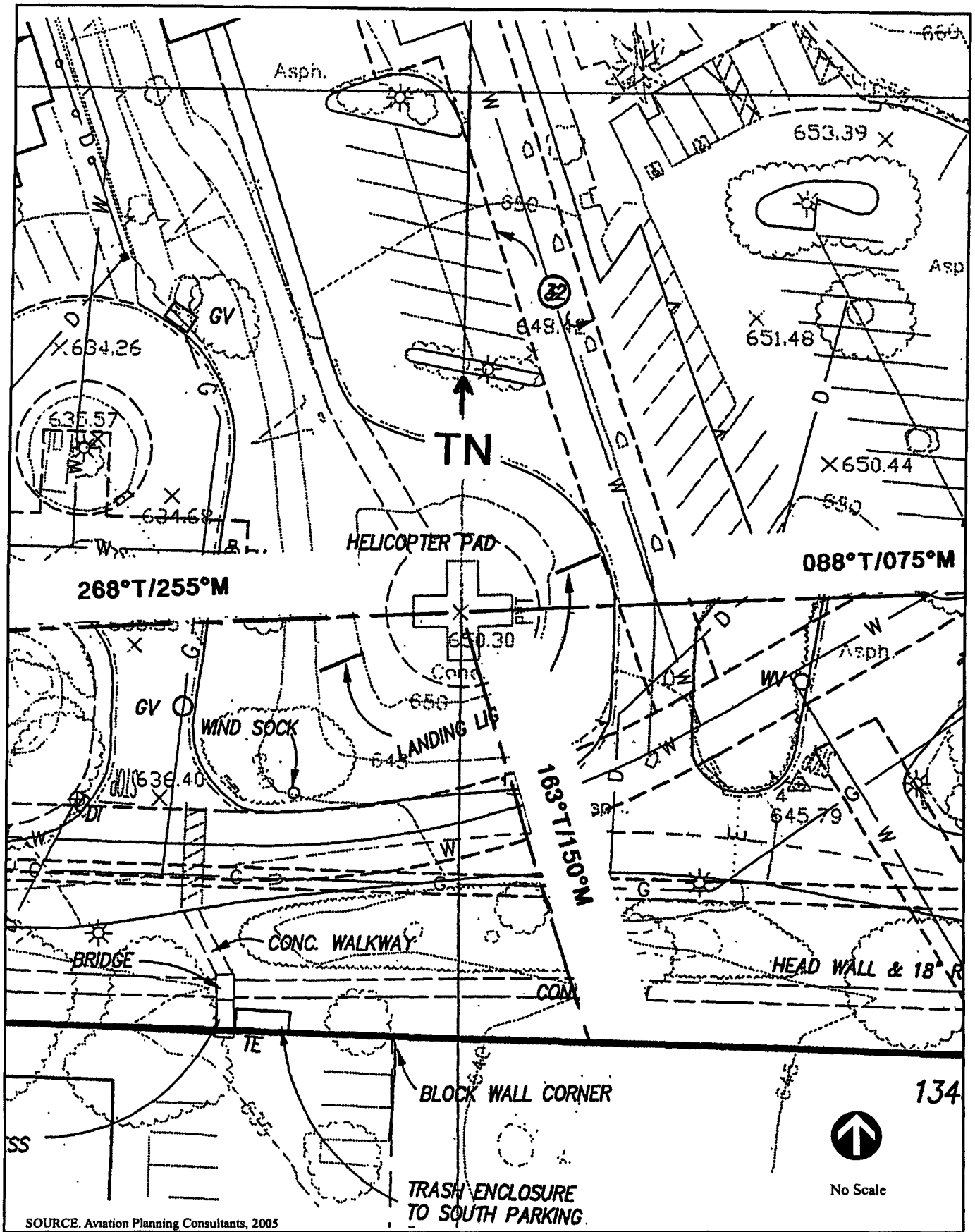
A7-7
A7-8
A7-9

- 5. Bio-1 in the MMRP acknowledges that noise barriers "may be necessary" depending on "recommendations of a qualified biologist with experience..." if clearing or grading is expected to occur during the avian breeding season and pre-construction surveys reveal that gnatcatchers or raptors are within 500 feet of the construction. We request that the following language be added to Bio-1.

If construction cannot occur outside the bird breeding season (February 15 through August 31), pre-construction surveys for active nests shall be conducted by a permitted biologist no more than seven days prior to the initiation of construction. If active nests are found, work may proceed provided that construction activity is located at least 300 feet (500 foot minimum for raptors) from nests, and noise levels do not exceed 60 dBA Leq hourly at the nest site. No habitat removal or any other work shall occur within the minimum 300-foot (500-foot for raptors) buffer zone until the young have fledged or the nest has failed. Noise attenuation measures or alternate construction operations may be used to reduce noise levels below 60 dBA Leq hourly. If noise levels still exceed 60 dBA Leq hourly at the nest site, construction shall be deferred in that area until after the nestlings have fledged.
- 6. We request that the proposed landscaping include no plants identified as invasive by the California Invasive Plant Council (Cal-IPC). To avoid genetic degradation of the native plants within the MSCP preserve on and off site, we request that the District ensure that the landscaping is consistent with the California Native Plant Society's (CNPS) *Guidelines For Landscaping To Protect Native Vegetation From Genetic Degradation* (CNPS 2001).¹
- 7. Based on Figure 5 in the MND, it appears that the project includes construction of trail segments of trails to connect to a regional trail system. We request that signage be installed at the trail heads to inform people of the need to stay on the trail because of the sensitivity of the surrounding habitats within the MSCP preserve.

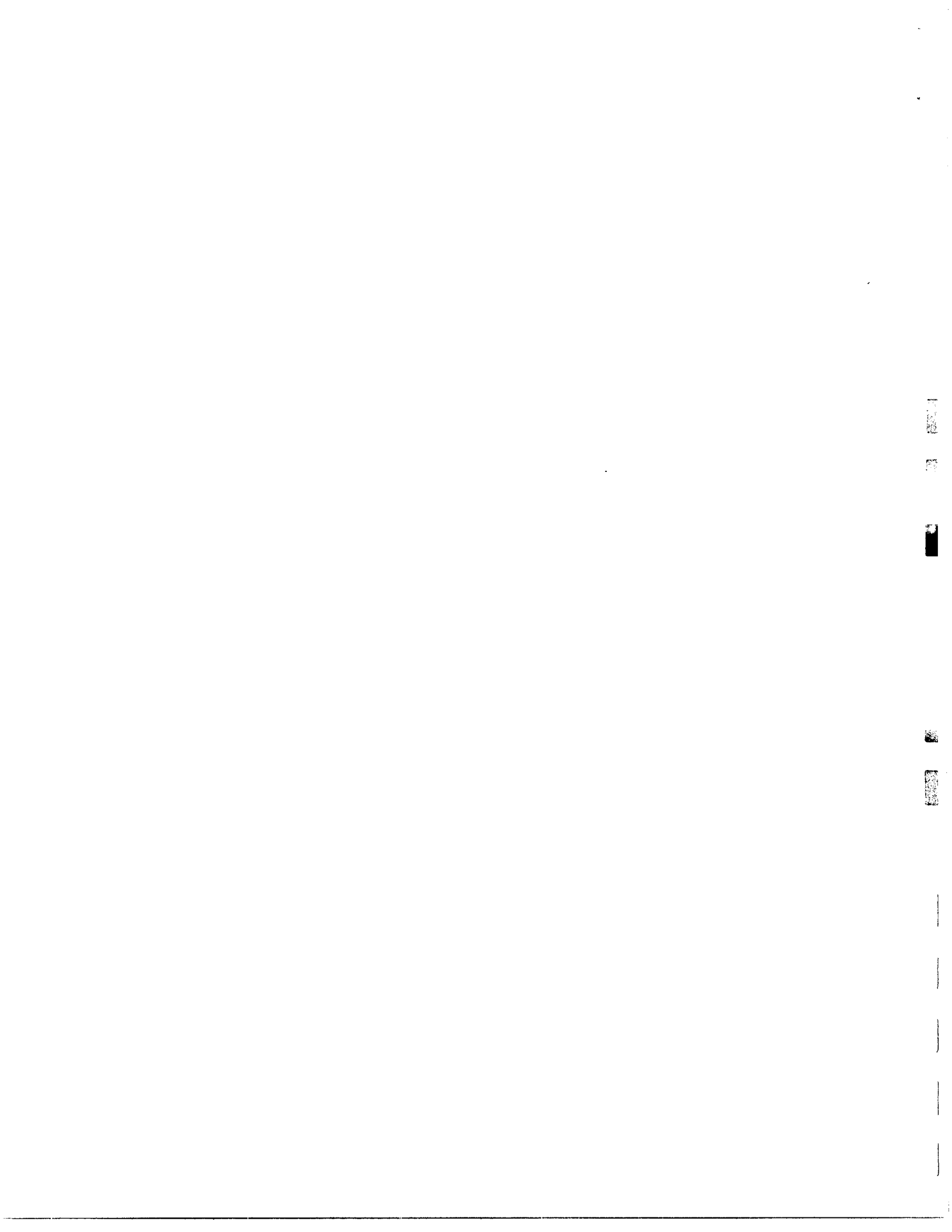
- A7-7 The project would be consistent with the requirements of the PSHCP. As identified in response to comment A7-4 above, mitigation measure Bio-1 has been revised to include conditions of approval that would be placed on the project by the City regarding potential impacts to the California gnatcatcher and nesting raptors during the breeding season within 500 feet of the project area. In response to the recommendation in this comment (A7-7), Bio-1 has been modified to identify that noise attenuation measures would be implemented to reduce noise levels to 60 dBA or below at nesting locations in order to prevent construction noise from causing a significant impact to any gnatcatchers or raptors in the adjacent habitat, as deemed appropriate by a qualified biologist. The mitigation measure also states that if gnatcatcher/raptor nests are discovered within 500 feet of the project area, avoidance distances and mitigation measures would be required as recommended by a qualified biologist with experience in identification of gnatcatchers and raptors of western San Diego County.
- A7-8 Project landscaping would not include plants identified as invasive by the California Invasive Plant Council. In addition, on-site plantings, including those located within the fire fuel management area, would be consistent with the California Native Plant Society's (CNPS) *Guidelines for Landscaping to Protect Native Vegetation from Genetic Degradation* (CNPS 2001). Sections 1.9.1 and 1.9.4 of the MND have been revised to include this information.
- A7-9 As a condition of project approval, the City is requiring the applicant to make trail improvements to the existing trail along the northern and eastern boundary of the site. These improvements specifically include the installation of signage along the trail to inform the public of the need to stay on the trail because of the sensitivity of the surrounding habitats within the MSCP preserve.

1. Genetic degradation is the deleterious change in a native taxon's gene pool due to addition of non-local genes. The gene source can be plants of a) the same genus or species, but a non-local Californian taxon, ecotype or cultivar; or b) the same genus, but a foreign taxon. The CNPS Guidelines recommend avoidance of landscaping with cultivars of taxa that grow locally, since their genetic make-up may be unknown, non-local or from multiple, wide-ranging populations. Cultivars of locally occurring taxa should be avoided unless it is absolutely certain they originated locally.



EXISTING HELIPAD FLIGHT PATHS

EXHIBIT A



**EXHIBIT B
CITY OF POWAY CONSERVATION EASEMENT DEED**

**RECORDING REQUESTED BY:
CITY OF POWAY**

WHEN RECORDED MAIL TO:

**CITY CLERK
CITY OF POWAY
P O BOX 789
POWAY CA 92074-0789**

APN
PROJECT NUMBER

Space Above Line for Recorder's Use Only

**CONSERVATION EASEMENT DEED
No Documentary Transfer Tax Due**

THIS CONSERVATION EASEMENT DEED is made this _____ day of _____ 2004, by _____ ("Grantors"), in favor of City of Poway ("Grantee"), acting by and through its Development Services Department, with reference to the following facts.

RECITALS

A. Grantor is the sole owner in fee simple of certain real property in the City of Poway, County of San Diego, State of California, more particularly described in Exhibit "A" and Exhibit "B" attached hereto and incorporated by this reference (the "Property").

B. The Property possesses wildlife and habitat values (collectively, "conservation values") of great importance to the Grantee, the people of the City of Poway, the people of the State of California, and the people of the United States.

C. The Property provides (*high quality Coastal Sage Scrub and Riparian Woodland. Coastal Sage Scrub is the habitat of the California Gnatcatcher, which is listed as a threatened species on the Federal Endangered Species list. Two pairs of California Gnatcatchers were observed on site. Conservation of this property therefore will preserve habitat of a protected species*).

D. The City of Poway is authorized to hold conservation easements for the preservation of land in its natural, scenic, agricultural, historical, forested, or open space condition. The City of Poway has authority to hold easements for these purposes pursuant to California Civic Code Section 815.3(b).

E. The State of California, by and through its Department of Fish and Game (CDFG), has jurisdiction, pursuant to the Fish and Game Code Section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species.

F. The United States Fish and Wildlife Services (USFWS) has jurisdiction over the conservation, protection, restoration, enhancement and management of fish, wildlife and native plants and the habitats on which they depend under the Endangered Species Act, 16 U.S.C. section 1531 *et seq.* (ESA), the Fish and Wildlife Coordination Act, 16 U.S.C. Section 661-666c and other applicable laws.

G. This Conservation Easement provides protection for _____ acres of land that contains each type of habitat located within the City of Poway's Subarea Habitat Conservation Plan/NCCP Focused Planning Area.

H. Grantor intends to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity in accordance with Covenants, Terms, Conditions and Restrictions contained herein in exchange for Grantee permitting Grantor's removal of _____ acres of _____, _____ acres of _____ and _____ acres of _____. This is a mitigation measure for such removal of _____ acres of _____, _____ acres of _____, and _____ acres of _____.

I. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and to protect in perpetuity the conservation values of the property in accordance with the terms of this Conservation Easement for the benefit of this generation and the generations to come.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California law, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily deeds and conveys to Grantee conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. The purpose of this Conservation Easement is to ensure the Property will be preserved in a natural condition in perpetuity and to prevent any use of the Property that will materially impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat conservation purposes of this Conservation Easement.

2. Rights of Grantee. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee and the State of California Department of Fish and Game as a third party beneficiary of this easement by this Conservation Easement Deed:

(a) To preserve and protect in perpetuity the conservation values of the Property in accordance with this easement;

(b) To enter upon the property at reasonable times in order to monitor Grantor's compliance with, and to otherwise enforce the terms of, this Conservation Easement, including Grantor's obligation to manage the property consistent with Grantor's duties as set forth in section 4, and for scientific research and interpretive purposes by Grantee or its designees; and CDFG and its designees.

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement;

(d) All mineral, air and water rights necessary to protect and sustain the biological resources of the Property; and

(d) To enforce by means including, injunctive relief, the terms and conditions of the Easement.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the habitat conservation purposes of this Conservation Easement and not specifically reserved as a right of Grantor is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantor's agents, and third parties, are expressly prohibited unless specifically provided for through the Poway Subarea Habitat Conservation Plan/NCCP.

(a) Unseasonable watering, use of herbicides, rodenticides, or weed abatement activities, incompatible fire protection activities and any and all other uses which may adversely affect the purposes of this Conservation Easement;

Conservation Easement Deed
Page 3

- (b) Use of off-road vehicles; except vehicles used for property maintenance required by the City of Poway, and then only over existing roads.
- (c) Grazing or surface entry for exploration or extraction of minerals;
- (d) Erection of any building, billboard, sign;
- (e) Excavating, dredging or removing of loam, gravel, soil, rock, sand or other material;
- (f) Otherwise altering the general topography of the Property, including building of roads or changing the grade of the Property;
- (g) Removing, destroying, or cutting of trees, shrubs, or other vegetation, except as required by law for (1) firebreaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease.
- (h) Planting of trees or other vegetation except by written permission from the City of Poway.

4. **Grantor's Duties.** Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Property. In addition, Grantor shall undertake all necessary actions to protect Grantee's rights under Section 2 of this Conservation Easement. Grantor further covenants that maintenance of the Property, to wit: clean up of all trash and debris, shall be the Grantor's responsibility.

5. **Reserved Rights.** Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are consistent with the purposes of this Conservation Easement.

6. **Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing corrective action sufficient to cure the violation. Grantee shall also notify the California Department of Fish and Game. If Grantor fails to cure the violation within thirty (30) days after receipt of said written notice and demand from Grantee, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30) day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation by Grantor of the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefore, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor and Grantee agree that Grantee's remedies for any violation of the terms of this Conservation Easement is the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement in each case, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing

Conservation Easement Deed

Page 4

at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive.

If at any time in the future Grantor or any subsequent transferee uses or threatens to use such lands for purposes inconsistent with this Conservation Easement, notwithstanding Civil Code Section 815.7, the California Attorney General or third-party entities organized for conservation purposes have standing as interested parties in any proceeding affecting this Conservation Easement as against Grantor.

The California Department of Fish and Game (CDFG) as a third party beneficiary of this easement shall have the same rights as Grantee under this section to enforce the terms of the easement.

6.1. Costs of Enforcement. Any costs incurred by Grantee or CDFG in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation or negligence under the terms of this Conservation Easement shall be borne by Grantor.

6.2. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee or CDFG shall be at the discretion of Grantee and CDFG, and any forbearance by Grantee or CDFG to exercise its rights under this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee or CDFG in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.3. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement by Grantee shall be at the discretion of Grantee and CDFG to bring any action against Grantor for any injury to change in the Property resulting from causes beyond Grantor's control, including, fire, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6.4. Department of Fish and Game Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement Deed shall extend to and are enforceable by the Department of Fish and Game or USFWS.

6.5. Fence Installation and Maintenance. Grantor shall install and maintain a fence between the approved development area of the parcel and the Conservation Easement Deed area to protect in perpetuity the conservation values and function of the Property. The type of fencing shall also include posts and signage. The Grantor shall obtain approval by the Grantee's Director of Development Services regarding the specific location, type, and height of the fence and signs prior to their installation.

7. Property Management and Maintenance. Grantor and its successors shall maintain the Property in accordance with the terms and conditions as set forth herein.

8. Access. This Conservation Easement does not convey a general right of access to the public; however, after receiving approval from Grantor, not to be unreasonably withheld, access for scientific research and interpretive purposes, shall be reserved to the Grantee and CDFG or to the respective designees of Grantee and CDFG.

9. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind including transfer costs, costs of title and documentation review, and costs related to the ownership, operation, upkeep, and maintenance of the Property.

9.1. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and CDFG with satisfactory evidence of payment upon request.

9.2. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and CDFG and its members, directors, officers, employees, agents, contractors, and their heirs, and representatives, successors and assigns (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damages to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause; (2) the obligations specified in Sections 4, 9, and 9.1; and (3) the existence or administration of this Conservation Easement.

9.3. Condemnation. The purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

10. Assignment. This Conservation Easement may not be transferred, assigned, or extinguished without the prior written approval of CDFG. Grantee may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3. Grantee shall require the assignee to record the assignment in the county where the Property is located.

11. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee or the CDFG of the intent to transfer any interest at least forty-five (45) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Grantor shall not grant additional easements or other interests in the property without the prior written authorization of Grantee and CDFG.

12. Notices. All notices, demands, requests, consents, approvals, or communications from one party to another shall be personally delivered or sent by facsimile to the persons set forth below or shall be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested and addressed as follows, or at such other address as any party may from time to time specify to the other parties in writing:

To Grantor: (Name and Address)

To Grantee: City of Poway
P.O. Box 789
Poway CA 92074

With a copy to: Department of Fish and Game
Natural Community Conservation Planning
4949 Viewridge Avenue
San Diego, CA 92123

Conservation Easement Deed
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The parties agree to accept facsimile signed documents and agree to rely upon such documents as if they bore original signatures. Each party agrees to provide to the other parties, within seventy-two (72) hours after transmission of a facsimile, documents that bear the original signatures.

13. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement approved in writing by CDFG. Any such amendment shall be consistent with the purposes of this Conservation Easement and, shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of San Diego County, State of California.

14. Recordation. Grantor shall promptly record this instrument in the official records of San Diego County, California and immediately notify the Grantee and CDFG through the mailing of a confirmed copy of the recorded easement.

15. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the deed to effect the purposes of this Conservation Easement and the policy and purpose of Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement Deed, such action shall not affect the remainder of this Conservation Easement Deed. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement Deed to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 13.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. These covenants hereunder benefiting Grantee shall also benefit CDFG.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement shall terminate only upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by Grantor and Grantee; each counterpart shall be deemed an

Conservation Easement Deed

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original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(j) Modification. This Easement is not subject to modification or amendment except in writing and signed by Grantor, Grantee and CDFG or their permitted successors or assigns.

(k) Exhibits. All Exhibits referred to in this Easement are attached and incorporated herein by reference.

(l) Appropriations. The duty of the City of Poway and CDFG to carry out their respective obligations under this Easement shall be subject to the availability of appropriate funds.

(m) Effective Date. This Easement shall be effective upon recording with the San Diego County Recorder's Office.

IN WITNESS THEREOF, Grantor and Grantee have entered into this Conservation Easement the day and year first above written.

GRANTOR:

(NAME), Property Owners

By: _____
(Name typed here)

Approved as to Form:
Office of the City Attorney
Tamara Smith, City Attorney

By: _____
Tamara Smith, City Attorney

CERTIFICATE OF ACCEPTANCE

This is to Certify that the interest in real property conveyed by the Conservation Easement by (Property Owner(s), dated _____ to the City of Poway, Grantee, and to the California Department of Fish and Game, as a third party beneficiary, a governmental agency (under Government Code Section 27281), is hereby accepted by the undersigned officer on behalf of the City of Poway, pursuant to authority conferred by Resolution No. 34 of the City of Poway on January 20, 1981.

GRANTEE: City of Poway

By: _____

Title: Sherrie Worrell, Deputy City Clerk
Authorized Representative

Date: _____

PALOMAR POMERADO HEALTH

RESOLUTION NO. 11.14.05 (02)-21

**RESOLUTION OF ADOPTION AND REQUIRED
FINDINGS FOR MITIGATED NEGATIVE
DECLARATION FOR THE POMERADO
HOSPITAL EXPANSION PROJECT PURSUANT
TO THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT**

Whereas, in order to continue to provide accessible health care services, including trauma, emergency room and acute care services, to a population anticipated to grow to approximately 1.3 million within the next twenty years, the Board of Directors ("Board") of Palomar Pomerado Healthcare District ("District"), with the input of District medical staff, nursing personnel and support personnel and members of the public, has developed a comprehensive Facilities Master Plan to address the future health care needs of the population of the District;

Whereas, the Board of the District began the planning and development process to implement the expansion of, and improvement to the Pomerado Hospital Campus located in Poway, California, as described in the Facilities Master Plan;

Whereas, pursuant to the laws of the State of California and pursuant to conditions of Measure BB, all projects in the Facilities Master Plan are required to comply with the rules and regulations of the California Environmental Quality Act;

Whereas, the applicant for the Pomerado Hospital Expansion Project ("Project") is the District and the lead agency for the Project under the California Environmental Quality Act ("CEQA") is also the District per CEQA Guidelines Section 15051;

Whereas, the District prepared an Initial Study for the Project pursuant to CEQA to determine whether the Project may have a significant impact on the environment;

Whereas, the District determined that the Project, with mitigation, would not potentially have a significant environmental impact and directed that that a Mitigated Negative Declaration ("MND") be prepared for the Project; and

Whereas, in accordance with CEQA, the District issued a public notice that the Initial Study/MND was available for public review and comment. The public comment period ran from September 14, 2005 to October 13, 2005;

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. Recitals and Findings. The foregoing recitals and findings are true and correct, and this Board so finds and determines.

Section 2. Review of Initial Study/MND. The Board has read and considered the Initial Study/MND and the Initial Study/MND represents the District's independent judgment and analysis.

Section 3. Record of Proceedings. The record of proceedings for the Initial Study/MND upon which this decision is based is located at PPH Facilities, Planning and Development, 15255 Innovation Drive, San Diego, CA 92128. The Board has considered the entire record of proceedings, including but not limited to:

- the Initial Study/MND;
- public comments the Palomar Pomerado Healthcare District received on the Initial Study/MND and the responses to such comments;
- the Air Quality Technical Report, SRA, 2005, (Appendix A);
- the Biological Resources Technical Report, Helix Environmental Planning, March 2005, (Appendix B);
- the Cultural Resources Technical Report, ASM Affiliates, April 2005, (Appendix C)
- the Geological and Geotechnical Investigation, URS, February 2005, and three addendum letters dated February 14, 2005, March 24, 2005, and June 24, 2005 (Appendix D);
- the Noise Analysis Letter Report, Charles M. Salter Associates, INC., March 1, 2005, and two Noise Analysis Follow Up Letters dated March 30, 2005 and April 11, 2005, (Appendix E)
- Traffic Impact Analysis, Linscott Law and Greenspan Engineers, August 2005, (Appendix F)
- Water System Re-Analysis for Pomerado Hospital, Boyle Engineering, August 2005, (Appendix G)
- Visibility Analysis for Pomerado Expansion Project, PBS&J, July 2005, (Appendix H)
- Letter from Richard Miller, Metroplan, to Niall Fritz, City of Poway, Subject: Pomerado Hospital Proposition FF. January 20, 2005, (Appendix I)
- Parking Study Pomerado Hospital Expansion, Linscott Law and Greenspan Engineers, August 2005, (Appendix J).

Section 4. The Initial Study/MND found that the Project could have impacts that are potentially significant unless mitigation is incorporated. The Board finds that the mitigation measures recommended in the Initial Study/MND will reduce all potentially significant impacts to below a level of significance. The Board further finds on the basis of the whole record before it (including the Initial Study/MND and public comments received and responses to such comments) that there is no substantial evidence that the Project with the proposed mitigation measures will have a significant effect on the environment and hereby adopts the MND (SCH No. 2005091082) for the Project.

Section 5. The mitigation measures recommended by the Initial Study/MND shall be conditions of Project approval, and a Mitigation Monitoring and Reporting Program ("MMRP")

incorporating those mitigation measures is attached to the Initial Study/MND. The MMRP designates responsibility and anticipated timing for the implementation of mitigation and shall be a condition of Project approval.

PASSED AND ADOPTED by the Governing Board of Palomar Pomerado Health in Poway, California, this 14th day of November, 2005, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

IN WITNESS WHEREOF, this instrument has been duly signed and sealed as of the 14th day of November, 2005.

Nancy L. Bassett, RN, MBA
Vice Chairperson, Board of Directors
for Marcelo R. Rivera, M.D.
Chairman, Board of Directors
Palomar Pomerado Health

ATTEST: _____
Nancy H. Scofield
Secretary, Board of Directors
Palomar Pomerado Health

PALOMAR POMERADO HEALTH

RESOLUTION NO. 11.14.05 (03)-22

**RESOLUTION EVIDENCING COMPLIANCE WITH
CALIFORNIA ENVIRONMENTAL QUALITY ACT - EXPANSION
OF POMERADO HOSPITAL**

Whereas, the Board of Directors of Palomar Pomerado Health (the "District") previously authorized the issuance of \$80,000,000 aggregate principal amount of Palomar Pomerado Health General Obligation Bonds, Election of 2004, Series 2005A (the "Bonds");

Whereas, the terms and provisions of the Bonds were set forth in the Paying Agent Agreement, dated as of June 1, 2005 (the "Paying Agent Agreement"), between the District and Wells Fargo Bank, National Association, as paying agent;

Whereas, pursuant to, and in accordance with, the provisions of the California Environmental Quality Act, Public Resources Code §§21000 et seq. and its implementing regulations, 14 California Code of Regulations Chapter 3, §§15000 et seq. (hereinafter collectively referred to as "CEQA"), and, pursuant to, and in accordance with the provisions set forth Section 5.08 of the Paying Agent Agreement, the Board of Directors of the District (the "Board") reviewed and approved expansion of Pomerado Hospital (as contemplated and described in the hereinafter referred to Negative Declaration, the "Project");

Whereas, pursuant to such review with respect to such Project, the District adopted a Mitigated Negative Declaration with certain findings consistent with the provisions of CEQA on November 14, 2005, and the Board directed the Planning and Facilities Director to file a notice of determination with Clerk of the County of San Diego and The Governors Office of Planning Research in accordance with CEQA respect to such Project;

Whereas, such filing constitutes and evidences CEQA Compliance (as such term is defined in the Paying Agent Agreement) with respect to such Project; and

Whereas, evidence of such filing will be maintained in the records of the District in accordance with Section 5.08 of the Paying Agent Agreement;

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. Recitals and Findings. The foregoing recitals and findings are true and correct, and this Board so finds and determines.

Section 2. Evidence of Compliance with Paying Agent Agreement Requirements. Adoption of this Resolution shall evidence compliance with the requirements set forth in the Paying Agent Agreement relating to CEQA Compliance,

including, without limitation, Section 3.04 and Section 5.08 of the Paying Agent Agreement.

PASSED AND ADOPTED by the Governing Board of Palomar Pomerado Health in Poway, California, this 14th day of November, 2005, by the following vote:

AYES:

NAYS;

ABSENT:

ABSTAINING:

IN WITNESS WHEREOF, this instrument has been duly signed and sealed as of the 14th day of November, 2005.

Nancy L. Bassett, RN, MBA
Vice Chairperson, Board of Directors
for Marcelo R. Rivera, M.D.
Chairman, Board of Directors
Palomar Pomerado Health

ATTEST: _____
Nancy H. Scofield
Secretary, Board of Directors
Palomar Pomerado Health

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PALOMAR POMERADO HEALTH

RESOLUTION NO. 11.14.05 (04)-23

**RESOLUTION OF APPROVAL FOR POMERADO HOSPITAL EXPANSION
PROJECT**

Whereas, the Palomar Pomerado Healthcare District ("District") has prepared a Facilities Master Plan for the repair, replacement and expansion of health care facilities to meet the needs of Palomar Pomerado Healthcare participants through the year 2030;

Whereas, the Pomerado Hospital Campus located in Poway, California is in need of expansion from the current 107 bed capacity to meet the needs of people seeking health care in the area;

Whereas, demographic data shows that by 2030 there will be a need to expand in-patient bed and Intensive Care Unit (ICU) bed capacity at the Pomerado Hospital by 100%, and emergency room staff by 30%;

Whereas, in November 2004 the voters of the District passed Proposition BB to provide bond financing to pay for repair, expansion and replacement of health care facilities in the Facilities Master Plan that will help meet projected health care needs;

Whereas, consistent with the Facilities Master Plan the District has proposed the Pomerado Hospital Expansion Project ("Project");

Whereas, the Project would be constructed in two major phases, adding approximately 172,000 gross square feet (GSF) in Phase I and 185,000 GSF in Phase II for a total of 357,000 gross square feet of new space. The Project will include a new 5-story inpatient bed facility with conference and education center, expansion of the hospital Diagnostic and Treatment services including the Emergency Department, support and administrative function, a five-story Outpatient Services Pavilion (OSP) connected by a pedestrian bridge to the hospital building, the relocation of the existing soiled linen staging facility and trash compactor, and a new 1,200 space parking garage. The Project will also include the processing of a Tentative Map to create a new lot within the HC Zone containing the OSP;

Whereas, a Mitigated Negative Declaration was prepared for the Project in compliance with the California Environmental Quality Act; and

Whereas, the Project will give the District the ability to continue to provide exceptional health care to its participants and increase the regional capacity of health care facilities to meet future demand for care;

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. Recitals and Findings. The foregoing recitals and findings are true and correct, and this Board so finds and determines.

Section 2. Approval of Project. Based on the foregoing, the Board hereby approves the Project and directs District Staff to proceed to obtain the necessary approvals from the City of Poway and to implement the Project consistent with the proposed phasing for the Project.

IN WITNESS WHEREOF, this instrument has been duly signed and sealed as of the 14th day of November, 2005.

Nancy L. Bassett, RN, MBA
Vice Chairperson, Board of Directors
for Marcelo R. Rivera, M.D.
Chairman, Board of Directors
Palomar Pomerado Health

ATTEST:

Nancy H. Scofield
Secretary, Board of Directors
Palomar Pomerado Health

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