



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

California Regional Water Quality Control Board, San Diego Region

June 7, 2013

Certified Mail – Return Receipt Requested
Article Number: 7010 1060 0000 8961 6008

Ms. Kelley Hudson-Maclsaac
Palomar Community College District
1140 West Mission Road
San Marcos, CA 92069

In reply refer to:
749218: amonji

Subject: Action on Request for 401 Water Quality Certification No. 10C-013, the Palomar Community College District San Marcos Campus Facilities Master Plan Project.

Ms. Hudson-Maclsaac:

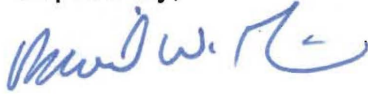
Enclosed find Clean Water Act Section 401 Water Quality Certification No. 10C-013 (Certification) for discharge to waters of the United States and acknowledgment of enrollment under State Water Resources Control Board Order No. 2003-017-DWQ for the **Palomar Community College District San Marcos Campus Facilities Master Plan** (Project). A description of the Project and Project location can be found in the Project information sheet, location map, and site maps which are included as Attachments 1 through 5 of this Certification.

Any petition for reconsideration of this Certification must be filed with the State Water Resources Control Board within 30 days of certification action (23 CCR section 3867). If no petition is received, it will be assumed that Palomar Community College District has accepted and will comply with all the conditions of this Certification.

Failure to comply with all conditions of this Certification may subject you to enforcement actions by the California Regional Water Quality Control Board, San Diego Region, including administrative enforcement orders requiring you to cease and desist from violations, or to clean up waste and abate existing or threatened conditions of pollution or nuisance; administrative civil liability in amounts of up to \$10,000 per day per violation; referral to the State Attorney General for injunctive relief; and, referral to the District Attorney for criminal prosecution.

In the subject line of any response, please include the reference number 749218:amonji. For questions or comments, please contact Alan Monji by phone at (858) 637-7140, or by email at amonji@waterboards.ca.gov.

Respectfully,



David W. Gibson
Executive Officer
Regional Water Quality Control Board

DG:js:db:kkd:atm

Enclosures:

Clean Water Act Section 401 Water Quality Certification No. **10C-013** for the **Palomar Community College District San Marcos Campus Facilities Master Plan Project**, with 5 attachments

cc: Refer to Attachment 2 of Certification **10C-013** for the Distribution List.

| Tech Staff Info & Use | |
|-----------------------|------------|
| File No. | 10C-013 |
| WDID | 9000002032 |
| Reg. Measure ID | 373007 |
| Place ID | 749218 |
| Party ID | 521012 |



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

California Regional Water Quality Control Board, San Diego Region

Action on Request for Clean Water Act Section 401 Water Quality Certification and Waste Discharge Requirements for Discharge of Dredged and/or Fill Materials

**PROJECT: Palomar Community College District San Marcos
Campus Facilities Master Plan, Certification Number
10C-013, WDID: 9 000002038**

CIWQS
Reg. Meas. ID: 373007
Place ID: 749218
Party ID: 521012

**APPLICANT: Kelley Hudson-Maclsaac
Palomar Community College District
1140 West Mission Road
San Marcos, CA 92069**

ACTION:

| | |
|---|---|
| <input type="checkbox"/> Order for Low Impact Certification | <input type="checkbox"/> Order for Denial of Certification |
| <input checked="" type="checkbox"/> Order for Technically-conditioned Certification | <input type="checkbox"/> Waiver of Waste Discharge Requirements |
| <input checked="" type="checkbox"/> Enrollment in SWRCB GWDR Order No. 2003-017 DWQ | <input type="checkbox"/> Enrollment in Isolated Waters Order No. 2004-004 DWQ |

PROJECT DESCRIPTION:

The Palomar Community College District (hereinafter Applicant) submitted an application for Water Quality Certification pursuant to section 401 of the Clean Water Act for two proposed San Marcos Campus Facilities Master Plan Projects (hereinafter jointly referred to as Project) to the California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) on February 2, 2010. The application was deemed complete on March 9, 2010 and Denied Without Prejudice on March 25, 2010 for lack of a mitigation plan. A new application package was resubmitted to the San Diego Water Board and received on June 2, 2011. The resubmitted application package was deemed complete on June 30, 2011. The Applicant proposes to discharge fill material to waters of the United States and State associated with construction activity at the Project site.

The Project is located in the City of San Marcos at 1140 West Mission Road, San Marcos, CA. The San Marcos campus comprises 28 permanent buildings, 22 modular buildings, and a large number of small storage facilities on the developed portions of the 198 acre campus site (126 acres developed land and 72 acres undeveloped land) within the Carlsbad Hydrologic Unit. The San Marcos Campus Facilities Master Plan (Master Plan) recommends future physical

improvements and identifies education programs and services needed to accommodate the year 2022 maximum enrollment projected demand. The Master Plan has identified a total of 25 near term (2009-2013) and long term (2014-2022) development projects. This certification covers two of the Master Plan Projects; Project 9/Child Development Center and Project 20B/Arboretum Improvements. Project 19A/Relocation PE/Athletic Fields was initially proposed as part of Water Quality Certification 10C-013 but has since been removed from the application due to lack of funding.

Project 9/Child Development Center: The Project 9/Child Development Center Project involves the demolition of three modular buildings that have housed the existing Child Development Center (CDC) in the northwest portion of the campus and development of the new CDC site in the northeast portion of the campus adjacent to the Arboretum. The new development site is 0.86 acres in size and is located within undeveloped land south of Parking Lot #9. Approximately 7,000 cubic yards of earth in the southern part of the project will be moved to fill the northern part of the Project. An additional 3,000 cubic yards of fill will be needed to bring the Project to the existing grade of Parking Lot #9. Native sediment will be retained for fill requirements to the extent feasible. Any excess spoil will be stockpiled in an on-campus storage area. No export of material is expected to be necessary. The Applicant reports that the Project will permanently impact 0.03 acres (650 linear feet) of waters of the United States and State.

Project 20B/Arboretum Improvement: The Project 20B/Arboretum Improvements Project is located on the east side of Park Lot #7A. Planned improvements for the Arboretum would be contained within the existing 8.0 acre open space area and include American with Disabilities Act-accessible entrances and pathways, outdoor education areas, and water conservation irrigation systems. Approximately 7,100 cubic yards of earth will be cut and 6,800 cubic yards of fill needed for improvements. Native sediment will be retained for fill requirements to the extent feasible. Any excess spoil will be stockpiled on-campus storage area. No export of material is expected to be necessary. This Project does not affect waters of the U.S. and State but is included in this section because it was part of the application package submitted to the San Diego Water Board.

The Project application includes a description of the design objective, operation, and degree of treatment expected to be attained from equipment, facilities, or activities (including construction and post-construction best management practices (BMPs) to treat waste and reduce runoff or other effluents which may be discharged). Compliance with the Certification conditions will help ensure that construction and post-construction discharges from the Project do not cause onsite or offsite downstream erosion, damage to downstream properties, or otherwise damage stream habitats in violation of water quality standards in the Water Quality Control Plan for the San Diego Region (9) (Basin Plan).

The Applicant reports that the combined permanent impact from the Project is 0.03 acres (650 linear feet) of waters of the United States and State. The Applicant reports that the Project purpose cannot be practically accomplished in a manner which would avoid or result in less adverse impacts to aquatic resources considering all potential practicable alternatives, such as the potential for alternate available locations, designs, reductions in size, configuration or density.

Compensatory mitigation for the permanent loss of 0.03 acres (650 linear feet) of waters of the United States and State will be implemented through the purchase of 0.06 acre credits of Created US Army Corps of Engineers (USACE)/California Department of Fish and Wildlife (CDFW) Wetland/Riparian Mitigation Credits and the purchase of 0.24 acres credits of Created CDFW Wetland/Riparian Mitigation Credits from the North County Habitat Bank (NCHB). The Applicant will also preserve and maintain, in perpetuity, 38.94 acres of coastal sage scrub on Palomar Community College District (PCCD) San Marcos Campus land.

The grading for the Child Development Center is proposed to begin in October 2013 and take approximately eight weeks. The construction phase would follow and is expected to take four to six months to complete. The Child Development Center is projected to start operation in the fall of 2014.

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List of Attachments:

1. Project Information
2. Distribution List
3. Location Maps
4. Site Plans
5. North County Habitat Bank Agreement

I. STANDARD CONDITIONS

Pursuant to section 3860 of Title 23 of the California Code of Regulations (23 CCR), the following three standard conditions apply to all water quality certification actions:

- A. This Certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to section 13330 of the Water Code and Article 6 (commencing with section 3867 23 CCR).
- B. This Certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility and requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed pursuant to 23 CCR subsection 3855(b), and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
- C. This Certification action is conditioned upon total payment of any fee required under Chapter 28 (commencing with section 3830) of 23 CCR and owed by the applicant.

II. GENERAL CONDITIONS

- A. Water Quality Certification No. 10C-013 (Certification) is only valid if the project begins no later than five (5) years from the date of issuance. If the Project has not begun within 5 years from the date of issuance, then this Certification shall expire 5 years from the date of issuance.
- B. The Applicant must comply with the requirements of State Water Resources Control Board Water Quality Order No. 2003-0017-DWQ, *Statewide General Waste Discharge Requirements for Discharges of Dredged or Fill Material that have Received State Water Quality Certification*. These General Waste Discharge Requirements are accessible at:
http://www.waterboards.ca.gov/water_issues/programs/cwa401/docs/generalorders/go_wdr401regulated_projects.pdf.
- C. The Applicant must, at all times, fully comply with the engineering plans, specifications and technical reports submitted to the California Regional Water Quality Control Board, San Diego Region (San Diego Water Board), to support this Certification and all subsequent submittals required as part of this Certification and as described in Attachment 1. The conditions within this Certification must supersede conflicting provisions within such plans submitted prior to the Certification action. Any modifications thereto, would require notification to the San Diego Water Board and reevaluation for individual Waste Discharge Requirements and/or Certification amendment.

- D. During construction, the Applicant must maintain a copy of this Certification at the project site so as to be available at all times to site personnel and agencies.
- E. The Applicant must allow the San Diego Water Board or the State Water Resources Control Board, and/or their authorized representative(s) (including an authorized contractor acting as their representative), upon the presentation of credentials and other documents as may be required under law, to:
1. Enter upon the Project premises where a regulated facility or activity is located or conducted, including all areas on which wetland fill or wetland mitigation is located or in which records are kept.
 2. Have access to copy, at reasonable times, any records that must be kept under the terms and conditions of this Certification.
 3. Inspect and photograph, at reasonable times, any facilities (including monitoring and control equipment, practices or operations required or regulated under this Certification.
 4. Sample or monitor, at reasonable times, for the purposes of assuring Certification compliance, or as otherwise authorized by the Clean Water Act or California Water Code (Water Code), any substances or parameters at any location.
- F. In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation must be subject to any remedies, penalties, process or sanctions as provided for under State law. For purposes of section 401(d) of the Clean Water Act, the applicability of any State law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification.
- G. In response to a suspected violation of any condition of this Certification, the San Diego Water Board may, pursuant to Water Code sections 13267 and 13383, require the holder of any permit or license subject to this Certification to investigate, monitor, and report information on the violation. The only restriction is that the burden, including costs of preparing the reports, must bear a reasonable relationship to the need for and the benefits to be obtained from the reports.
- H. In response to any violation of the conditions of this Certification, the San Diego Water Board may modify the conditions of this Certification as appropriate to ensure compliance.

III. CONSTRUCTION BEST MANAGEMENT PRACTICES

- A. Prior to the start of the project, and annually thereafter, Applicant must educate all personnel on the requirements in this Certification, pollution prevention measures, spill response measures, and BMP implementation and maintenance.
- B. The Applicant must, at all times, maintain appropriate types and sufficient quantities of materials on-site to contain any spill or inadvertent release of materials that may cause a condition of pollution or nuisance if the materials reach waters of the United States and/or State.
- C. The Applicant must enroll in and comply with the requirements of State Water Resources Control Board Water Quality Order No. 2009-0009-DWQ, the *General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activity*.
- D. The treatment, storage, and disposal of wastewater during the life of the project must be done in accordance with waste discharge requirements established by the San Diego Water Board pursuant to Water Code section 13260.
- E. Discharges of concentrated flow during construction or after completion must not cause downstream erosion or damage to properties or stream habitat.
- F. Water containing mud, silt, or other pollutants from equipment washing or other activities, must not be discharged to waters of the United States and/or State or placed in locations that may be subjected to storm flows.
- G. All surface waters, including ponded waters, must be diverted away from areas undergoing grading, construction, excavation, vegetation removal, and/or any other activity which may result in a discharge to the receiving water. Diversion activities must not result in the degradation of beneficial uses or exceedance of water quality objectives of the receiving waters. Any temporary dam or other artificial obstruction constructed must only be built from materials such as clean gravel which will cause little or no siltation. Normal flows must be restored to the affected stream immediately upon completion of work at that location.
- H. All areas that have 14 or more days of inactivity must be stabilized within 14 days of the last activity. The Applicant is responsible for implementing and maintaining BMPs to prevent erosion of the rough graded areas. After completion of grading, all areas must be revegetated with native species appropriate for the area. The revegetation palette must not contain any plants listed on the California Invasive Plant Council Invasive Plant Inventory, which can be found online at <http://www.cal-ipc.org/ip/inventory/weedlist.php>.
- I. Substances hazardous to aquatic life including, but not limited to, petroleum products, raw cement/concrete, asphalt, and coating materials, must be prevented from

contaminating the soil and/or entering waters of the United States/State. BMPs must be implemented to prevent such discharges during each project activity involving hazardous materials.

- J. Removal of vegetation must occur by hand, mechanically, or using United States Environmental Protection Agency (USEPA) approved herbicides deployed using applicable BMPs to prevent impacts to beneficial uses of waters of the State. Use of aquatic pesticides must be done in accordance with State Water Resources Control Board Water Quality Order No. 2004-0009-DWQ, the *Statewide General National Pollution Discharge Elimination System Permit for the Discharge of Aquatic Weed Control in Waters of the United States*, and any subsequent reissuance as applicable. Removal of vegetation must occur outside of the avian nesting season (March 15-August 31).

IV. POST-CONSTRUCTION BEST MANAGEMENT PRACTICES

- A. The Applicant is prohibited from allowing post-construction discharges to cause onsite or offsite erosion, damage to properties or damage to habitats in receiving waters that will receive post-construction discharges from the Project site.
- B. All storm drain inlet structures within the Project boundaries must be stamped and/or stenciled (or equivalent) with appropriate language prohibiting non-storm water discharges.
- C. All post-construction BMPs, including those described in the WQMP, must be implemented, installed, and functional prior to construction completion and maintained in perpetuity.
- D. The Project must be designed to comply with the most current Standard Storm Water Mitigation and Hydromodification Plans for the Applicant.
- E. For all post-construction BMPs, including but not limited to concrete swales, area drains, catch basins, and storm drain clean-outs, the BMPs must treat 100 percent of the added impervious surface and be sized to comply with the following numeric sizing criteria:
 - 1. Volume
Volume-based BMPs must be designed to mitigate (infiltrate, filter, or treat) either:
 - a. The volume of runoff produced from a 24-hour 85th percentile storm event, as determined from the local historical rainfall record; or
 - b. The volume of runoff, as determined from the local historical rainfall record, that achieves approximately the same reduction in pollutant loads and flows as achieved by mitigation of the 85th percentile 24-hour runoff event; or
 - 2. Flow

Flow-based BMPs must be designed to mitigate (infiltrate, filter, or treat) either:

- a. The maximum flow rate of runoff produced from a rainfall intensity of 0.2 inch of rainfall per hour; or
- b. The maximum flow rate of runoff produced by the 85th percentile hourly rainfall intensity, as determined from the local historical rainfall record, multiplied by a factor of two; or
- c. The maximum flow rate of runoff, as determined from the local historical rainfall record, that achieves approximately the same reduction in pollutant loads and flows as achieved by mitigation of the 85th percentile hourly rainfall intensity multiplied by a factor of two

F. The Applicant must:

1. No less than two times per year, assess the performance of the BMP systems on protection of the receiving waters and identify any necessary corrective measures;
2. Have all preventive and corrective maintenance performed; and
3. Maintain a log documenting all BMP inspections and maintenance activities.

G. Post-construction BMPs must be installed and functional prior to occupancy and/or planned use of development areas.

V. COMPENSATORY MITIGATION

A. Compensatory mitigation for permanent discharges to 0.06 acres (650 linear feet) of waters of the United States and State, must include:

1. Purchase of 0.06 acre credits of created USACE/CDFW Wetland/Riparian Mitigation Credits from the NCHB.
2. Purchase of 0.24 acre credits of created CDFW Wetland/Riparian Mitigation Credits from the NCHB.
3. Preservation and maintenance, in perpetuity, of 38.94 acres of coastal sage scrub on PCCD San Marcos campus land as described in the *PCCD San Marcos Campus Resource Management Plan, dated May 2013*.

B. Mitigation sites must be maintenance free of non-native and invasive plant species in perpetuity.

C. The Applicant must salvage leaf litter, coarse woody debris, and upper soil horizons from impacted jurisdictional water sites that are relatively free of invasive exotic species for use in on-site mitigation areas.

D. For purposes of this Certification, establishment is defined as the creation of vegetated or unvegetated waters of the United States/State where the resource has never previously existed (e.g. conversion of nonnative grassland to a freshwater marsh). Restoration is divided into two activities, re-establishment and rehabilitation. Re-establishment is defined as the return of natural/historic functions to a site where vegetated or unvegetated waters of the United States/State previously existed (e.g., removal of fill material to restore a drainage). Rehabilitation is defined as the improvement of the general suite of functions of degraded vegetated or unvegetated waters of the United States/State (e.g., removal of a heavy infestation or monoculture of exotic plant species from jurisdictional areas and replacing with native species). Enhancement is defined as the improvement to one or two functions of existing vegetated or unvegetated waters of the United States/State (e.g., removal of small patches of exotic plant species from an area containing predominantly natural plant species). Preservation is defined as the acquisition and legal protection from future impacts in perpetuity of existing vegetated or unvegetated waters of the United States/State (e.g., conservation easement).

VI. NOTIFICATION REQUIREMENTS

- A. The Applicant must report to the San Diego Water Board any noncompliance which may endanger human health or the environment. Any information shall be provided orally within **24 hours** from the time the Applicant becomes aware of the circumstances. A written submission shall also be provided within five (5) days of the time the Applicant becomes aware of the circumstances. The written submission shall contain a description of the incident and its cause, the period of the noncompliance including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The San Diego Water Board may waive the above-required written report under this provision on a case-by-case basis if an oral report has been received within 24 hours.
- B. This Certification is not transferable in its entirety or in part to any person except after notice to the Executive Officer of the San Diego Water Board in accordance with the following terms.
1. **Transfer of Property Ownership:** The Applicant must notify the San Diego Water Board of any change in ownership of the Project area. Notification of change in ownership must include, but not be limited to a statement that the Applicant has provided the purchaser with a copy of the Section 401 Water Quality Certification and that the purchaser understands and accepts the certification requirements and the obligation to implement them or be subject to liability for failure to do so. The seller and purchaser must sign and date the notification and provide such notification to the Executive Officer of the San Diego Water Board **within 10 days of the**

transfer of ownership.

2. **Transfer of Post-Construction BMP Maintenance Responsibility:** The Applicant assumes responsibility for the inspection and maintenance of all post-construction structural BMPs until such responsibility is legally transferred to another entity. At the time maintenance responsibility for post-construction BMPs is legally transferred the Applicant must submit to the San Diego Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer specifications. Notification of transfer of responsibilities meeting the above conditions must be provided to the San Diego Water Board **within 10 days of the transfer date.**

Upon properly noticed transfers of responsibility, the transferee assumes responsibility for compliance with this Certification and references in this Certification to the Applicant will be interpreted to refer to the transferee as appropriate. Transfer of responsibility does not necessarily relieve the Applicant of this Certification in the event that a transferee fails to comply.

- C. The Applicant must notify the San Diego Water Board in writing **at least 5 days prior to** the actual commencement of dredge, fill, and discharge activities.

VII. REPORTING REQUIREMENTS

- A. **Annual Project Reports.** The Applicant must submit annual progress reports describing status of BMP implementation and compliance with all requirements of this Certification to the San Diego Water Board prior to **August 1** of each year following the issuance of this Certification until the Project has reached completion. The report must contain a description of each incident of noncompliance and its cause, the period of the noncompliance including exact dates and times, and if the noncompliance has not been corrected, state the anticipated time it is expected to continue; and identify the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
- B. **Final Project Completion Report.** The Applicant must submit a Final Project Completion Report to the San Diego Water Board **within 30 days of completion of the Project.** The final reports must include the following information:
 1. Date of construction initiation.
 2. Date of construction completion.
 3. Status of BMPs for the project.
 4. As-built drawings no bigger than 11"X17."

5. Photo documentation of implemented post-construction BMPs. Photo documentation must be conducted in accordance with guidelines posted at http://www.waterboards.ca.gov/sandiego/water_issues/programs/401_certification/docs/StreamPhotoDocSOP.pdf. In addition, photo documentation must include Global Positioning System (GPS) coordinates for each of the photo points referenced.
- C. The Applicant must submit final grading and landscaping plans **within 60 days of issuance of this Water Quality Certification and prior to initiation of construction activities.**
 - D. The submittal of information under this Certification is required pursuant to Water Code sections 13267 and 13383. Civil liability may be administratively imposed by the San Diego Water Board for failure to submit information pursuant to Water Code sections 13268 or 13383.
 - E. All reports and information submitted to the San Diego Water Board must be submitted in both hardcopy and electronic format. The preferred electronic format for each report submission is one file in PDF format that is also Optical Character Recognition (OCR) capable.
 - F. All applications, reports, or information submitted to the San Diego Water Board must be signed and certified as follows:
 1. For a corporation, by a responsible corporate officer of at least the level of vice president.
 2. For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
 3. For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.
 4. A duly authorized representative may sign applications, reports, or information if:
 - a. The authorization is made in writing by a person described above.
 - b. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - c. The written authorization is submitted to the San Diego Water Board Executive Officer.
 5. If such authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the Project, a new authorization

satisfying the above requirements must be submitted to the San Diego Water Board prior to or together with any reports, information, or applications, to be signed by an authorized representative.

- G. All applications, reports, or information submitted to the San Diego Water Board must be signed and certified as follows:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

- H. The Applicant must submit reports required under this Certification, or other information required by the San Diego Water Board, to:

Executive Officer
California Regional Water Quality Control Board
San Diego Region
Attn: 401 Certification; Project No. 10C-013
9174 Sky Park Court, Suite 100
San Diego, California 92123

VIII. CEQA FINDINGS

- A. PCCD is the lead agency under the California Environmental Quality Act (Public Resources Code section 21000, et seq., (CEQA)), and filed an Environmental Impact Report (EIR) in November 10, 2009 (SCH# 2008071024). PCCD has determined the Project will have a significant effect on the environment and mitigation measures were made a condition of the Project.
- B. The San Diego Water Board has reviewed the lead agency's EIR and also finds that the Project as proposed will have a significant effect on the environment and has conditioned mitigation measures accordingly and therefore determines that issuance of this Certification is consistent with the Notice of Exemption.

IX. PUBLIC NOTIFICATION OF PROJECT APPLICATION

On February 9, 2010, receipt of the Project application was posted on the San Diego Water Board web site to serve as appropriate notification to the public. No public comments were received.

X. SAN DIEGO WATER BOARD CONTACT PERSON

Alan Monji
California Regional Water Quality Control Board, San Diego Region
9174 Sky Park Court, Suite 100
San Diego, CA 92123
(858)-637-7140
amonji@waterboards.ca.gov

XI. WATER QUALITY CERTIFICATION

I hereby certify that the proposed discharge from the **San Marcos Campus Facilities Master Plan** (Project No. 10C-013) will comply with the applicable provisions of sections 301 ("Effluent Limitations"), 302 ("Water Quality Related Effluent Limitations"), 303 ("Water Quality Standards and Implementation Plans"), 306 ("National Standards of Performance"), and 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Board Order No. 2003-0017-DWQ, "*Statewide General Waste Discharge Requirements for Dredged or Fill Discharges that have Received State Water Quality Certification (General WDRs)*," which requires compliance with all conditions of this Water Quality Certification. Please note that enrollment under Order No. 2003-017-DWQ is conditional and, should new information come to our attention that indicates a water quality problem, the San Diego Water Board may issue individual waste discharge requirements at that time.

Except insofar as may be modified by any preceding conditions, all Certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the applicants' project description and/or on the attached Project Information Sheet, and (b) on compliance with all applicable requirements of the Water Quality Control Plan for the San Diego Basin Region (9) (Basin Plan).

I, David W. Gibson, Executive Officer, do hereby certify the forgoing is a full, true, and correct copy of Certification No. 10C-013 issued on June 7, 2013.



DAVID W. GIBSON
Executive Officer
Regional Water Quality Control Board

7 June 2013

Date

ATTACHMENT 1

PROJECT INFORMATION

| | |
|----------------------------|--|
| Applicant: | Kelley Hudson-Maclsaac Palomar Community College District 1140 West Mission Road Telephone: 760-744-1150 Email: kmacisaaac@palomar.edu |
| Applicant Representatives: | Atkins North America Attention: Diane Sandman 3570 Carmel Mountain Road Suite 300 Telephone: 858-874-1010 Email: Diane.Sandman@atkinsglobal.com |
| Project Name: | Palomar Community College District – San Marcos Campus Master Facility Plan. |
| Project Location: | Project is within the City boundaries of San Marcos, San Diego County, California, east of north Los Posas Road and north of West Mission Road. Latitude: 33°09'118" N Longitude: -117°10'769' W |
| Type of Project: | Campus facility construction and improvements. |
| Need for Project: | The projects are part of the PCCD-San Marcos Master Plan for expansion for growth and development of the campus. |
| Project Description: | The Palomar Community College District (hereinafter Applicant) submitted an application for Water Quality Certification pursuant to section 401 of the Clean Water Act for two proposed San Marcos Campus Facilities Master Plan Projects (hereinafter jointly referred to as Project) to the California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) on February 2, 2010. The application was deemed complete on March 9, 2010 and Denied Without Prejudice on March 25, 2010 for lack of a mitigation plan. A new application package was resubmitted to the San Diego Water Board and received on June 2, 2011. The resubmitted application package was deemed complete on June 30, 2011. The Applicant proposes to discharge fill material to waters of the United States and State associated with construction activity at |

the Project site.

The Project is located in the City of San Marcos at 1140 West Mission Road, San Marcos, CA. The San Marcos campus comprises 28 permanent buildings, 22 modular buildings, and a large number of small storage facilities on the developed portions of the 198 acre campus site (126 acres developed land and 72 acres undeveloped land) within the Carlsbad Hydrologic Unit. The San Marcos Campus Facilities Master Plan (Master Plan) recommends future physical improvements and identifies education programs and services needed to accommodate the year 2022 maximum enrollment projected demand. The Master Plan has identified a total of 25 near term (2009-2013) and long term (2014-2022) development projects. This certification covers two of the Master Plan Projects; Project 9/Child Development Center and Project 20B/Arboretum Improvements. Project 19A/Relocation PE/Athletic Fields was initially proposed as part of Water Quality Certification 10C-013 but has since been removed from the application due to lack of funding.

Project 9/Child Development Center: The Project 9/Child Development Center Project involves the demolition of three modular buildings that have housed the existing Child Development Center (CDC) in the northwest portion of the campus and development of the new CDC site in the northeast portion of the campus adjacent to the Arboretum. The new development site is 0.86 acres in size and is located within undeveloped land south of Parking Lot #9. Approximately 7,000 cubic yards of earth in the southern part of the project will be moved to fill the northern part of the Project. An additional 3,000 cubic yards of fill will be needed to bring the Project to the existing grade of Parking Lot #9. Native sediment will be retained for fill requirements to the extent feasible. Any excess spoil will be stockpiled in an on-campus storage area. No export of material is expected to be necessary. The Applicant reports that the Project will permanently impact 0.03 acres (650 linear feet) of waters of the United States and State.

Project 20B/Arboretum Improvement: The Project 20B/Arboretum Improvements Project is located on the east side of Park Lot #7A. Planned improvements for the Arboretum would be contained within the existing 8.0 acre open space area and include American with Disabilities Act-accessible entrances and pathways, outdoor education areas, and water

conservation irrigation systems. Approximately 7,100 cubic yards of earth will be cut and 6,800 cubic yards of fill needed for improvements. Native sediment will be retained for fill requirements to the extent feasible. Any excess spoil will be stockpiled on-campus storage area. No export of material is expected to be necessary. This Project does not affect waters of the U.S. and State but is included in this section because it was part of the application package submitted to the San Diego Water Board.

The Project application includes a description of the design objective, operation, and degree of treatment expected to be attained from equipment, facilities, or activities (including construction and post-construction best management practices (BMPs) to treat waste and reduce runoff or other effluents which may be discharged). Compliance with the Certification conditions will help ensure that construction and post-construction discharges from the Project do not cause onsite or offsite downstream erosion, damage to downstream properties, or otherwise damage stream habitats in violation of water quality standards in the Water Quality Control Plan for the San Diego Region (9) (Basin Plan).

The Applicant reports that the combined permanent impact from the Project is 0.03 acres (650 linear feet) of waters of the United States and State. The Applicant reports that the Project purpose cannot be practically accomplished in a manner which would avoid or result in less adverse impacts to aquatic resources considering all potential practicable alternatives, such as the potential for alternate available locations, designs, reductions in size, configuration or density. Compensatory mitigation for the permanent loss of 0.03 acres (650 linear feet) of waters of the United States and State will be implemented through the purchase of 0.06 acre credits of created US Army Corps of Engineers (USACE)/California Department of Fish and Wildlife (CDFW) Wetland/Riparian Mitigation Credits and the purchase of 0.24 acres credits of created CDFW Wetland/Riparian Mitigation Credits from the North County Habitat Bank (NCHB). The applicant will also preserve and maintain, in perpetuity, 38.94 acres of coastal sage scrub on Palomar Community College District (PCCD) San Marcos Campus land.

The grading for the Child Development Center is proposed to begin in October 2013 and take approximately eight weeks.

| | |
|---|---|
| | The construction phase would follow and is expected to take four to six months to complete. The Child Development Center is projected to start operation in the fall of 2014. |
| Federal Agency/Permit: | U.S. Army Corps of Engineers Nation Wide Permit 39, 404 Permit, Meris Bantilan-Smith. |
| Other Required Regulatory Approvals: | CDFW Streambed Alteration Agreement, Marilyn Fluharty |
| California Environmental Quality Act (CEQA) Compliance: | Final Program EIR PCCD District San Marcos Campus Facilities Master Plan, November 10, 2009, SCH# 2008071024. |
| Receiving Water: | San Marcos Creek, 904.50 |
| Affected Waters of the United States/State: | Permanent: Riparian; 0.03 acres, 650 linear feet |
| Dredge Volume: | None |
| Related Projects Implemented/to be Implemented by the Applicant(s): | NA |
| Compensatory Mitigation: | Purchase of 0.30 acre of wetland/riparian creation credits from the North County Habitat Bank, Carlsbad, California. |
| Mitigation Location: | North County Habitat Bank Carlsbad, CA Latitude: 33.121790°N Longitude: -117.309683°W |
| Best Management Practices (BMPs): | Construction: In accordance with the project specific Storm Water Pollution Prevention Plan. Proposed BMPs include, at a minimum: Gravel Bags Fiber Rolls Silt Fences |

| | |
|----------------|---|
| | <p>Stabilized Construction Entrance Desiltation Basins Hydroseeding Storm drain inlet protection</p> <p>Post Construction: Post construction BMPs will be in accordance with the <i>Storm Water Management Plan for the Palomar Community College District San Marcos Campus Facilities, October 2009</i>, prepared by PBS & J (and any subsequent versions reviewed by the San Diego Water Board) for Risk Level 2 projects. BMPs include, at a minimum:</p> <p>Concrete Swales Area Drains Catch Basins Storm Drain Cleanouts Hydroseeding Stenciling Inlets Minimize irrigation and runoff Minimize use of pesticides and fertilizers</p> |
| Public Notice: | <p>On February 9, 2010, receipt of the project application was posted on the San Diego Water Board web site to serve as appropriate notification to the public. No public comments were received.</p> |
| Inspection: | NA |
| Fees: | <p>Total Due:\$0 Total Paid:\$ 4,855.00 (check No. 76195028 for \$777.60 and check No. 37567for \$ 4,077.40)</p> |
| CIWQS: | <p>Regulatory Measure ID: 373007 Place ID: 749218 Party ID: 521012</p> |
| | |

ATTACHMENT 2

DISTRIBUTION LIST

Meris Bantilan-Smith
U.S. Army Corps of Engineers, Regulatory Branch
Meris.Bantilan-Smith@usace.army.mil

Marilyn Fluharty
California Department of Fish and Wildlife
mfluharty@wildlife.ca.gov

U.S. Department of the Interior
Fish and Wildlife Service
6010 Hidden Valley Road
Carlsbad, CA 92011

U.S. EPA, OWOW, Region 9
75 Hawthorne St.,
San Francisco, CA 94105
R9-WTR8-Mailbox@epa.gov

State Water Resources Control Board, Division of Water Quality
401 Water Quality Certification and Wetlands Unit
P.O. Box 100
Sacramento, CA 95812-0100
Stateboard401@waterboards.ca.gov

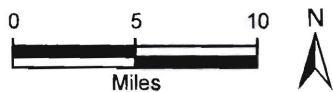
Diane Sandman
Atkins Global
Diane.Sandman@atkinsglobal.com

ATTACHMENT 3
LOCATION MAPS

10/25/2010 TH SD Z:\Projects\IS\Palomar\School\District\Resource\Mgmt\mxd\Regional\Location.mxd



Source: SanGIS, 2009; CASIL, 2009

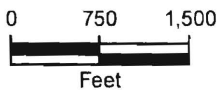


**REGIONAL LOCATION MAP
FIGURE 1**

10/25/2010 TH SD Z:\Projects\ISP\Palomar\School\District\Resource\Mgmt\msd\Vicinity.mxd

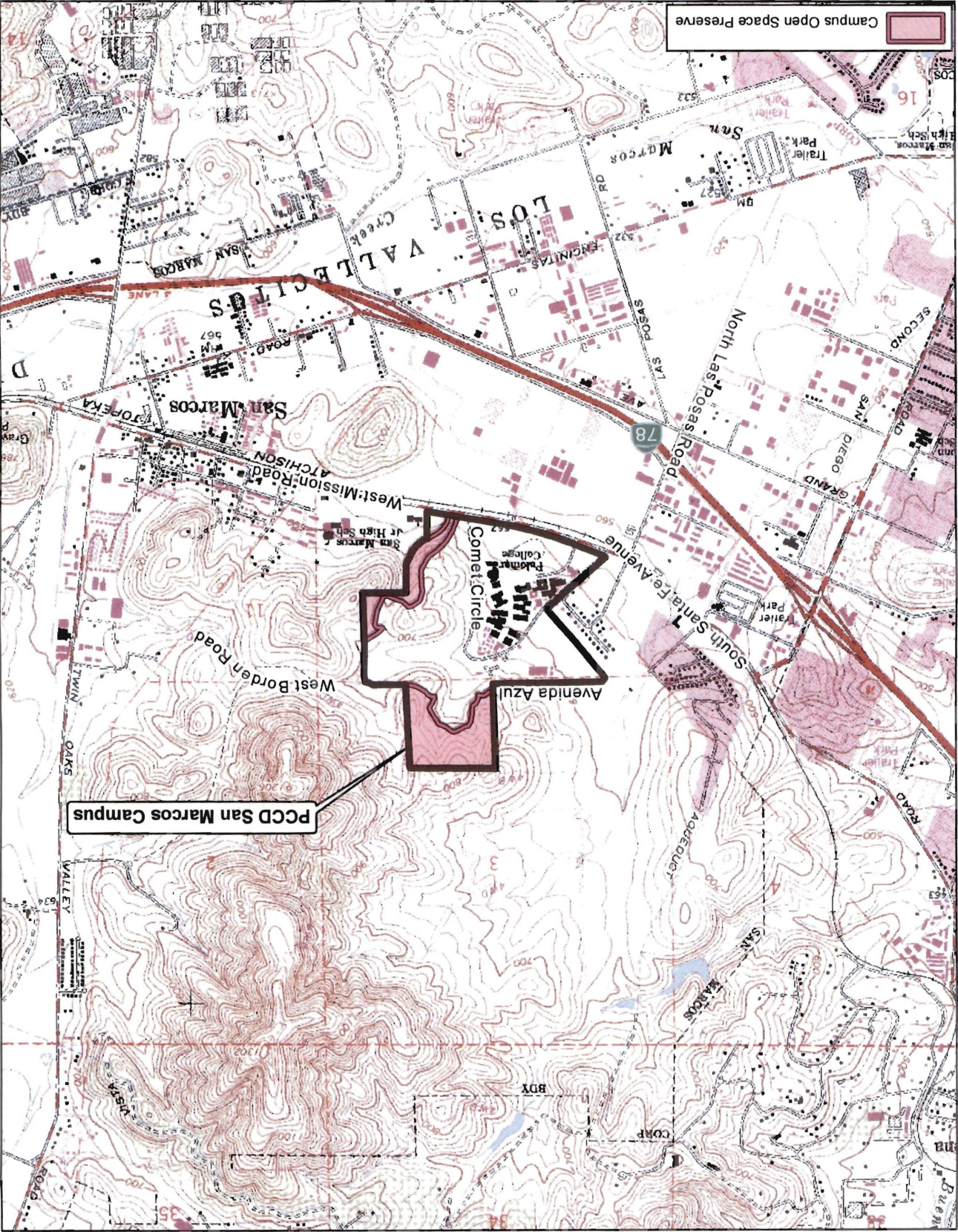


Source: LandisCorp, 2003; SanGIS, 2009



LOCAL VICINITY MAP - AERIAL BASED
FIGURE 3

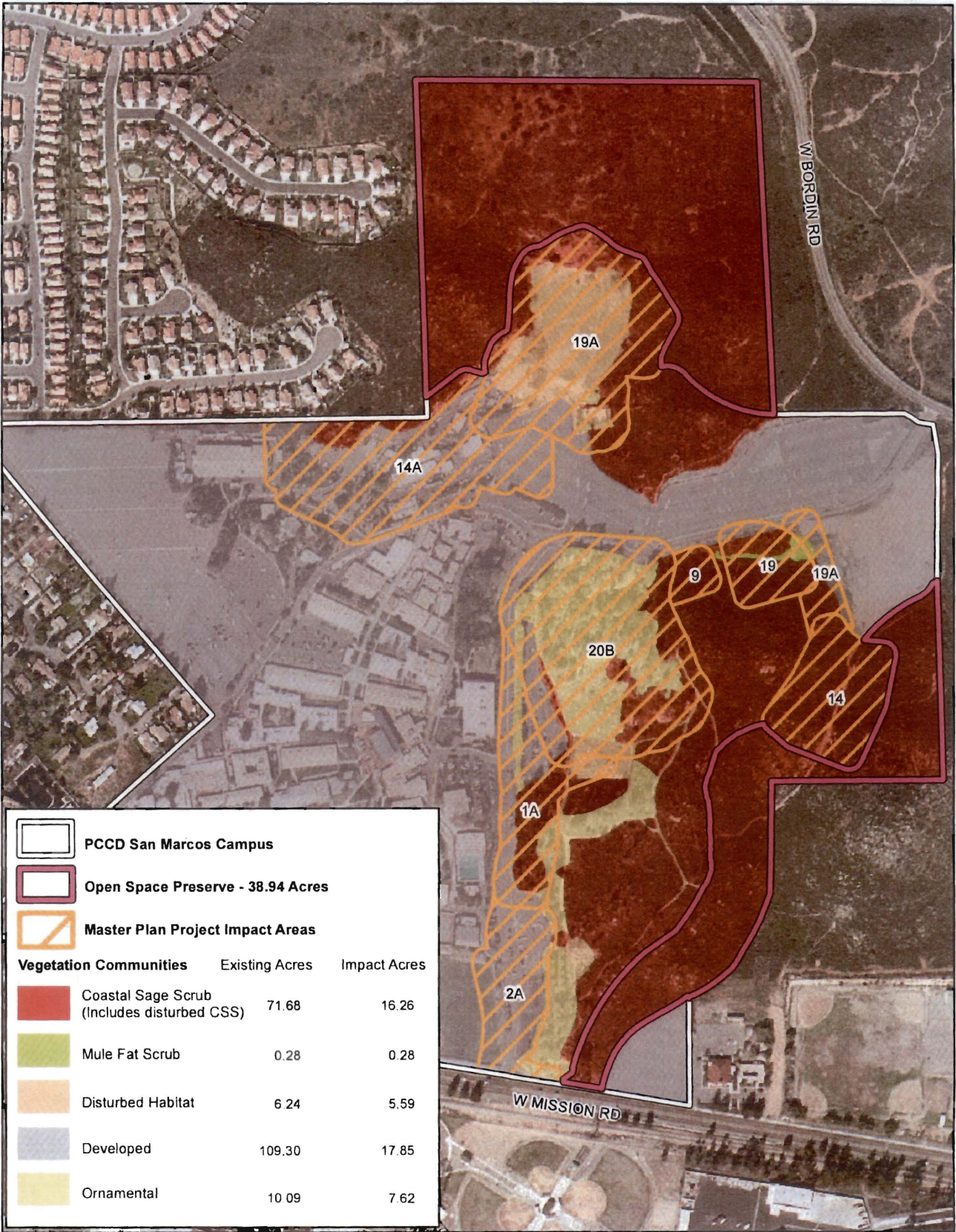
LOCAL VICINITY MAP - USGS TOPO BASED
FIGURE 2



Source: USGS, 2007

10/25/2010 TH SD 2:\Projects\SI\Paloma\School\District\ResourceMgmt\mxd\USGS.mxd

10/25/2010 TH SD Z:\Projects\IS\PalomarSchool\District\ResourceMgmt\mxd\Campus_OSP.mxd



Source: Palomar College, 2009

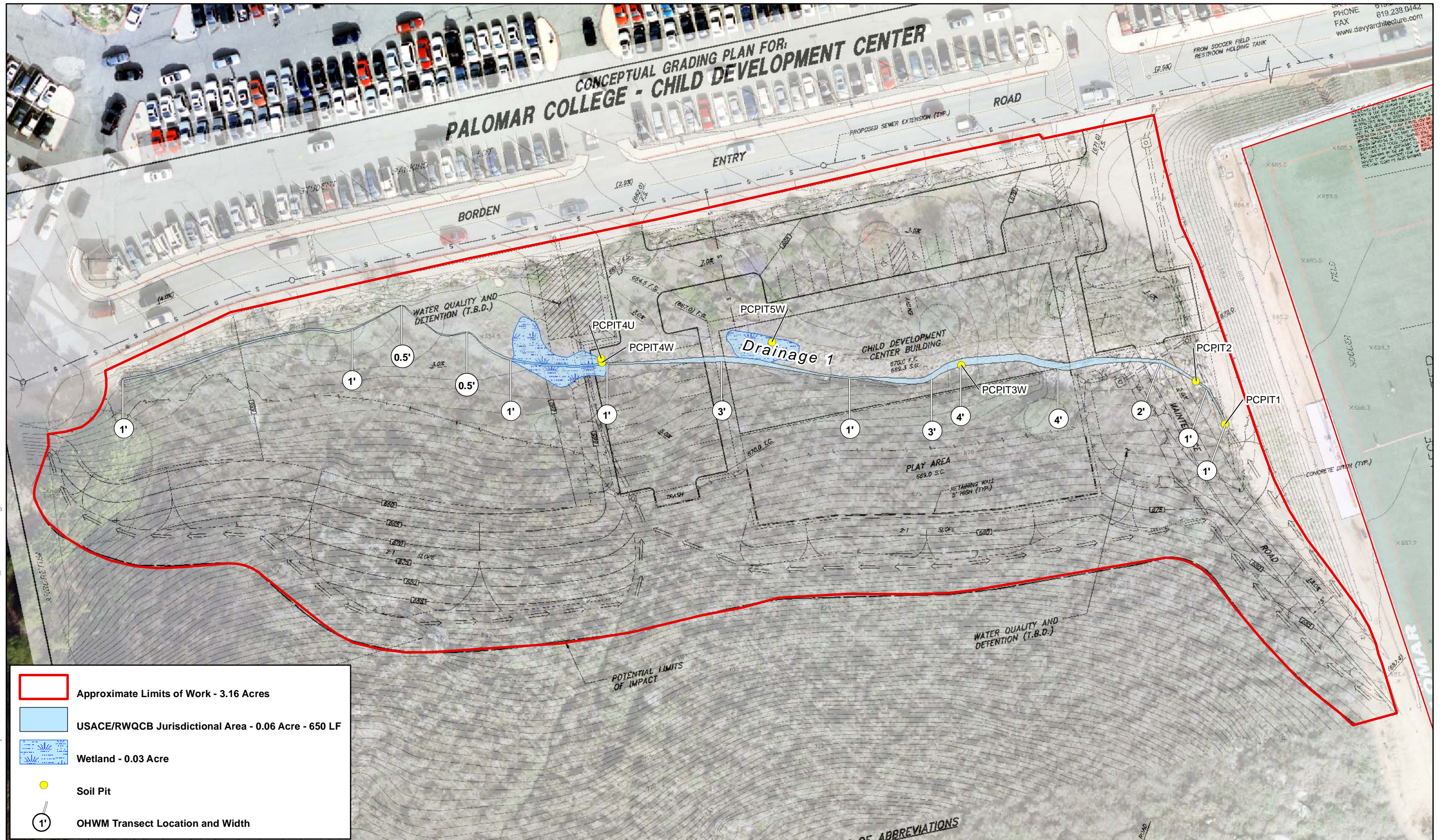


**CAMPUS OPEN SPACE PRESERVE
FIGURE 5**

ATTACHMENT 4

SITE PLANS

11/01/2011 TH SD Z:\Projects\PalomarSchoolDistrict\MasterPlan_JD\mxd\GradingLimits.mxd



- Approximate Limits of Work - 3.16 Acres
- USACE/RWQCB Jurisdictional Area - 0.06 Acre - 650 LF
- Wetland - 0.03 Acre
- Soil Pit
- 1' OHWM Transect Location and Width

Source: Palomar College, 2009; KTUA, 2009; Helix, 2000/2001

ATKINS

0 25 50
Feet

N

CHILD DEVELOPMENT CENTER JURISDICTION IMPACTS MAP

PALOMAR COLLEGE ARBORETUM PALOMAR COMMUNITY COLLEGE DISTRICT SAN MARCOS, CA

STANDARD SPECIFICATIONS

"GREENBOOK" STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION, 2007 CALIFORNIA CODE OF REGULATIONS, TITLE 24

STANDARD DRAWINGS

SAN DIEGO REGIONAL STANDARD DRAWINGS (SDRSD), CURRENT EDITION.

APPLICABLE GOVERNING CODES

THE CONSTRUCTION OF PROJECT SHALL BE IN CONFORMANCE WITH THE CURRENT ADOPTED EDITIONS OF THE FOLLOWING CODES & STANDARDS:

- PARTIAL LIST OF APPLICABLE CODES AS OF January 1, 2008:
- 2007 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
- 2007 CALIFORNIA BUILDING CODE (CBC) PART 2, TITLE 24 C.C.R. (2006 INTERNATIONAL BUILDING CODE VOLUMES 1-3 AND 2007 AMENDMENTS)
- 2007 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R. (2006 UNIFORM PLUMBING CODE AND 2007 CALIFORNIA AMENDMENTS)
- 2007 CALIFORNIA FIRE CODE, PART 9, TITLE 24 C.C.R. (2006 INTERNATIONAL FIRE CODE AND 2007 CALIFORNIA AMENDMENTS)
- 2007 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R. TITLE 19 C.C.R. PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS.

LOCAL AGENCIES:

DEPARTMENT OF STATE ARCHITECT
STATE FIRE MARSHAL
CITY OF SAN DIEGO - FIRE MARSHAL ACCESS

ALL WORK SHALL CONFORM TO TITLE 24, CALIFORNIA CODE OF REGULATIONS.

GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES.

DEFERRED APPROVALS

THERE ARE NO DEFERRED APPROVAL ITEMS IN THIS PROJECT.

NOTE:
THIS PROJECT MAY NOT BE CLOSED AND CERTIFIED UNTIL CERTIFICATION OF DSA APPL. 04 110291

WORK TO BE DONE

THIS IS A CONSTRUCTION DOCUMENT AND PHASING PLAN. PHASING IS SHOWN AS A REQUIREMENT AND FOR REFERENCE AND CONSTRUCTION COORDINATION. WORK TO BE DONE INCLUDES:

PHASE 1 - DEMOLITION, GRADING, D.G. PATHS, CONCRETE STEPS, HANDRAILS, REMOVABLE BOLLARDS, LANDSCAPE BOULDERS, RETAINING ROCKS AND/OR WALLS, IRRIGATION MAINLINE & WIRES IN CONDUIT, BACKFLOW PREVENTER, WYE STRAINER, MASTER VALVE, SHUT OFF VALVES, HOSE BIBBS, CONDUIT AND ALL WORK REQUIRED FOR COMPLETE INSTALLATION.

ADDITIVE ALTERNATES

- (1) PHASE 2A - IRRIGATION SYSTEM COMPLETION FOR EACH GARDEN, SEE IRRIGATION PLANS
- (2) PHASE 4 - SERVICE ROADS INCLUDING GRADING, CLASS II BASE SURFACE PAVING, BASE MATERIAL, CONDUIT ONLY, CONCRETE APRONS, GATE AT NORTH ENTRY.
- (3) PHASE 4 - PERMEABLE PAVING AT NORTH SERVICE ROAD IN LIEU OF CLASS II AGGREGATE PAVING.

INSPECTOR QUALIFICATION

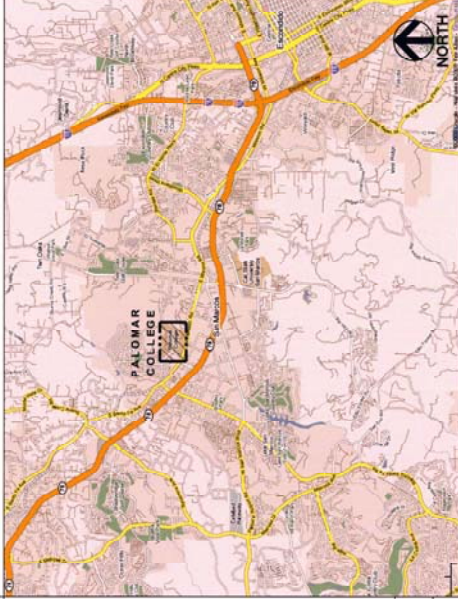
A CONSTRUCTION/PROJECT INSPECTOR EMPLOYED BY THE CAMPUS AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT (DSA) SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR AREA WILL BE DEFINED IN SECTION 4-342, PART 1, TITLE 24, C.C.R. CONSTRUCTION/PROJECT INSPECTOR TO BE MINIMUM CLASS I AS DEFINED BY DSA

CHANGES TO THE DOCUMENTS

CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDUM OR A CHANGE ORDER APPROVED BY THE DIVISION OF THE STATE ARCHITECT, AS REQUIRED BY SECTION 4-338, PART 1, TITLE 24, C.C.R.

IN ACCORDANCE WITH PART 1, TITLE 24, C.C.R. BUILDING STANDARD ADMINISTRATIVE CODE ARTICLE 3. APPROVAL OF DRAWINGS AND SPECIFICATIONS SECTION 4-317 (C). THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NONCOMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, C.C.R. A CHANGE ORDER, OR A SEPARATE SET OF THE PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE DIVISION OF STATE ARCHITECT BEFORE PROCEEDING WITH THE WORK.

VICINITY MAP



CAMPUS MAP



SHEET INDEX

| | |
|------|--------------------------------|
| T-1 | TITLE SHEET |
| | CIVIL |
| C-1 | EXISTING CONDITIONS |
| C-2 | GRADING PLAN |
| | - NORTH |
| C-3 | GRADING PLAN |
| | - SOUTH |
| C-4 | GRADING PLAN DETAILS |
| C-5 | GRADING PLAN DETAILS |
| C-6 | ENLARGEMENT PLAN |
| | STRUCTURAL |
| S1.1 | GENERAL NOTES |
| S1.2 | TYPICAL DETAILS |
| S2.1 | DETAILS |
| | LANDSCAPE |
| L-1 | ACCESSIBILITY PLAN |
| L-2 | LANDSCAPE CONSTRUCTION PLAN |
| | - NORTH |
| L-3 | LANDSCAPE CONSTRUCTION PLAN |
| | - SOUTH |
| L-4 | MATERIALS LEGEND |
| L-5 | LANDSCAPE CONSTRUCTION DETAILS |
| L-6 | LANDSCAPE CONSTRUCTION DETAILS |
| L-7 | LANDSCAPE CONSTRUCTION DETAILS |
| L-8 | LANDSCAPE CONSTRUCTION DETAILS |
| L-9 | IRRIGATION PLAN |
| | - NORTH |
| L-10 | IRRIGATION PLAN |
| | - SOUTH |
| L-11 | IRRIGATION LEGEND |
| L-12 | IRRIGATION DETAILS |
| L-13 | IRRIGATION DETAILS |

DIRECTORY

OWNER:
PALOMAR COMMUNITY COLLEGE DISTRICT
1140 W. MISSION ROAD
SAN MARCOS, CA 92069-1487
PH: (760) 744-1150

CONTACTS: MICHAEL D. ELIUS
KELLEY HUDSON-MACISAAC

LANDSCAPE ARCHITECT:
KTIHA PLANNING + LANDSCAPE ARCHITECTURE
3916 NORMAL STREET
SAN DIEGO, CA 92103
PH: (619) 294-4477

CONTACTS: KURT CARLSON
CHERI BLATNER-PIFER

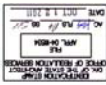
CIVIL ENGINEER:
NASLAND ENGINEERING
4740 RUFFNER STREET
SAN DIEGO, CA 92111
PH: (858) 292-7770

CONTACTS: CORY SCHRACK
CHAD BAKER

STRUCTURAL ENGINEER:
ORION STRUCTURAL ENGINEERING, INC.
1225 OLD PONERADO ROAD, SUITE A
POWAY, CA 92064
PH: (858) 679-1974

CONTACTS: RYAN OMER

| | |
|--|-------------------|
| | DATA SHEETS |
| | FILE & JET SHEET |
| | ACCESS COMPLIANCE |
| | STRUCTURAL SAFETY |



Date: 10/12/11
Scale: As Shown
Rev: 1



Date: 10/12/11
Scale: As Shown
Rev: 1





LEGEND

| | |
|------------------------------|-------|
| EXISTING: | |
| EXISTING FENCE | ----- |
| EXISTING ELECTRIC LINE | ----- |
| EXISTING STORM DRAIN LINE | ----- |
| EXISTING STORM DRAIN CULVERT | ----- |
| EXISTING WATER LINE | ----- |
| EXISTING WATER METER | ----- |
| EXISTING FIRE HYDRANT | ----- |
| EXISTING BACKFLOW PREVENTER | ----- |
| EXISTING MAJOR CONTOUR | ----- |
| EXISTING MINOR CONTOUR | ----- |

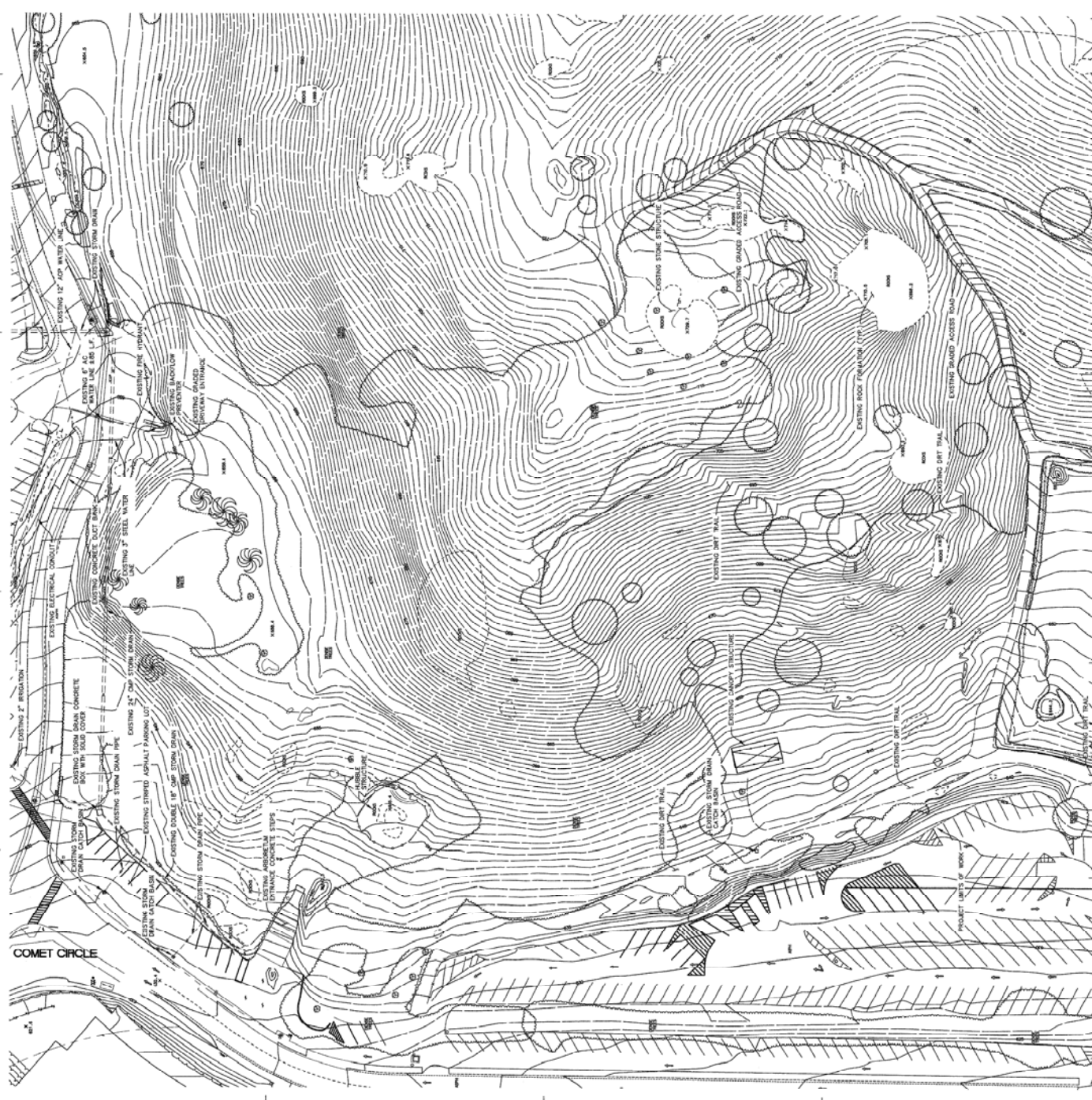


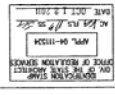
SPECIAL NOTES

THE FOLLOWING NOTES ARE PROVIDED TO THE CONTRACTOR BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT.

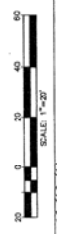
EXISTING CONDITIONS

EXISTING CONDITIONS FOR FLOW ADJUST. CONTRACTOR TO VERIFY ACCURACY OF THIS INFORMATION WITH FIELD SURVEY. THE EXISTING PROPERTY LINE IS LOCATED NEAR THE VERTICITY OF THE PROJECT. THEREFORE, THE PROPERTY LINE AND ASSOCIATED DIMENSIONS ARE NOT REFLECTED IN THESE PLANS.





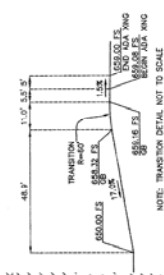
| STAR SECTION | # OF STAIR RISERS | STAR RISE (INCHES) | STAR RISE (FEET) |
|--------------|-------------------|--------------------|------------------|
| 1 | 18 | 6.00" | 24.00' |
| 2 | 14 | 6.00" | 24.00' |
| 3 | 14 | 6.00" | 24.00' |
| 4 | 19 | 6.00" | 24.00' |
| 5 | 19 | 6.00" | 24.00' |



LEGEND

- EXISTING:**
- EXISTING FENCE
 - EXISTING ELECTRIC LINE
 - EXISTING STORM DRAIN
 - EXISTING STORM DRAIN
 - EXISTING WATER LINE
 - EXISTING WATER METER
 - EXISTING FIRE HYDRANT
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
- PROPOSED:**
- STORM DRAIN INLET
 - STORM DRAIN
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - PROPOSED MAJOR CONTOUR
 - PROPOSED MINOR CONTOUR
 - FINISHED GRADE
 - FINISHED SURFACE
 - TOP OF CURB
 - TOP OF WALL
 - TOP OF FOOTING
 - BOTTOM OF STANKED ROCK WALL
 - LOW POINT
 - HIGH POINT
 - GRADE BREAK
 - LIMITS OF WORK
 - ROCKER
 - RETAINING WALL
 - RETAINING WALL (APPROXIMATE LOCATION)
 - SEPARATE BOUNDARY (PER LANDSCAPE PLAN)

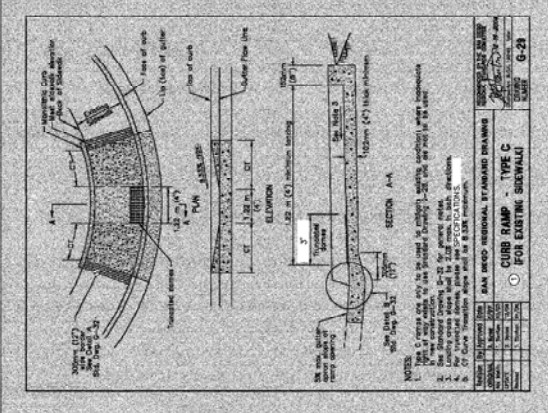
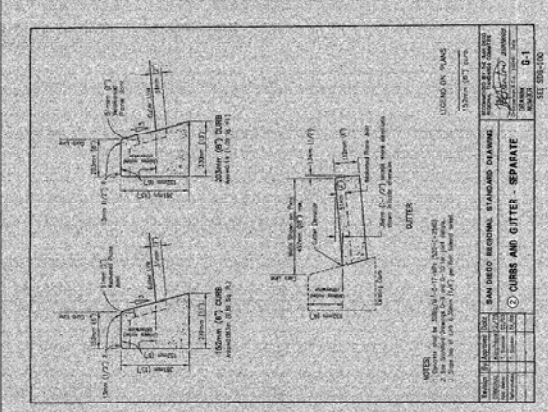
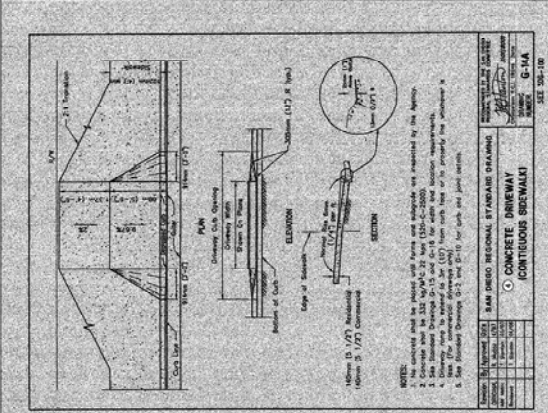
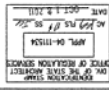
DRIVEWAY TRANSITION DETAIL



MATCHLINE - SEE SOUTH ARBORETUM C-3

- CONSTRUCTION NOTES**
- 1 REMOVE EXISTING CONCRETE STEPS & LANDING.
 - 2 PROTECT IN PLACE EXISTING SCULPTURE STRUCTURE, ANY ADJACENT CONCRETE WALKWAYS.
 - 3 PROTECT SHAKE STRUCTURE TO REMAIN.
 - 4 PROTECT EXISTING TREE AND ROUTE IN PLACE. OWNER'S REPRESENTATIVE SHALL OBTAIN PERMITS AND APPROVALS FOR REDIRECTING TRUNKS, CONDUITS WITH PROPOSED STEPS AND LANDING.
 - 5 PROTECT EXISTING STORM DRAIN PIPE IN PLACE.
 - 6 CONSTRUCT 6" CONC. CURB PER SAN DESIGN REGIONAL STANDARD DRAWING (S.D.S.S.) NO. 208 IN PLACE EXISTING SCULPTURE STRUCTURE. SEE DETAIL 4, SHEET C-4.
 - 7 REMOVE AND REPLACE EXISTING 12" PAVING AS NEEDED TO PROVIDE A SLOPE OF LESS THAN 2.0% IN AN ADJACENT WALKWAY TO EXISTING WALKWAY. SEE DETAIL 5, SHEET C-4.
 - 8 CONSTRUCT CONCRETE PEDESTAL RAMP AT 6.2% MAXIMUM GRADE PER MODIFIED S.D.S.S. C-20. SEE DETAIL 1, SHEET C-4.

- 9 CONSTRUCT 12" P.C. CONCRETE DRIVEWAY PER S.D.S.S. 1-14. SEE DETAIL 4, SHEET C-4.
- 10 CONSTRUCT 12" P.C. CONCRETE DRIVEWAY PER S.D.S.S. 1-14. SEE DETAIL 4, SHEET C-4.
- 11 CONSTRUCT 12" P.C. CONCRETE DRIVEWAY PER S.D.S.S. 1-14. SEE DETAIL 4, SHEET C-4.
- 12 CONSTRUCT 12" P.C. CONCRETE DRIVEWAY PER S.D.S.S. 1-14. SEE DETAIL 4, SHEET C-4.
- 13 CONSTRUCT 12" P.C. CONCRETE DRIVEWAY PER S.D.S.S. 1-14. SEE DETAIL 4, SHEET C-4.
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- 15 CONSTRUCT 12" P.C. CONCRETE DRIVEWAY PER S.D.S.S. 1-14. SEE DETAIL 4, SHEET C-4.
- 16 CONSTRUCT 12" P.C. CONCRETE DRIVEWAY PER S.D.S.S. 1-14. SEE DETAIL 4, SHEET C-4.
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- 32 CONSTRUCT 12" P.C. CONCRETE DRIVEWAY PER S.D.S.S. 1-14. SEE DETAIL 4, SHEET C-4.
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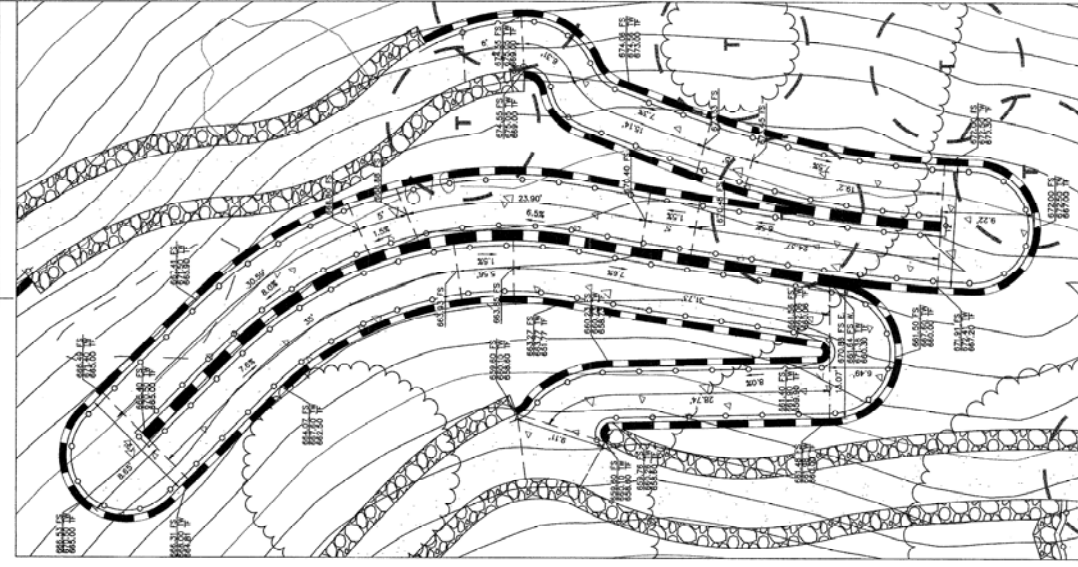


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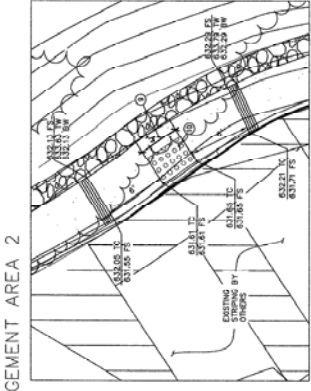
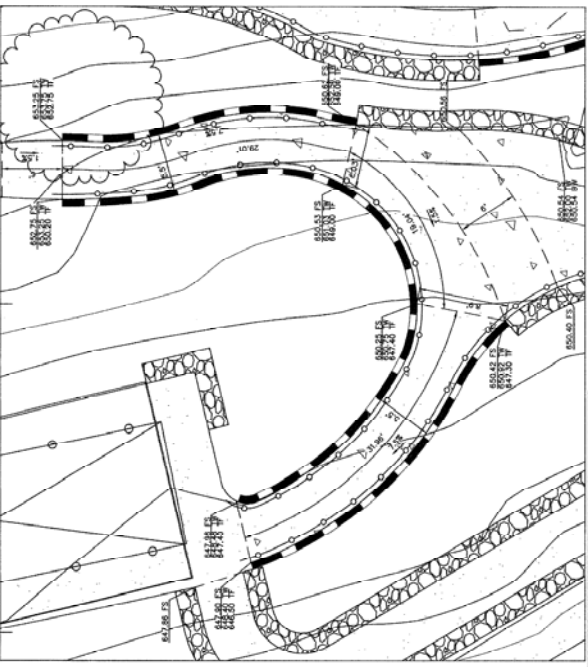
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ENLARGEMENT AREA 3



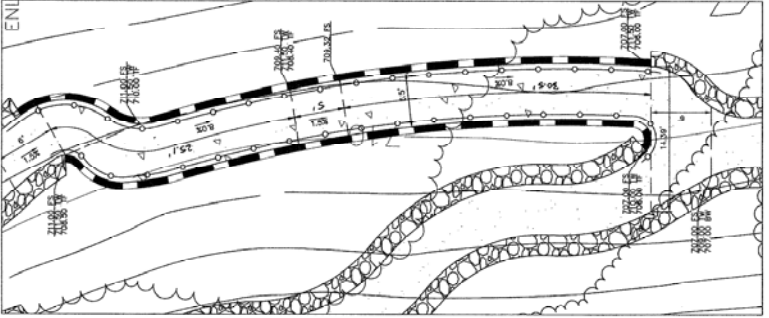
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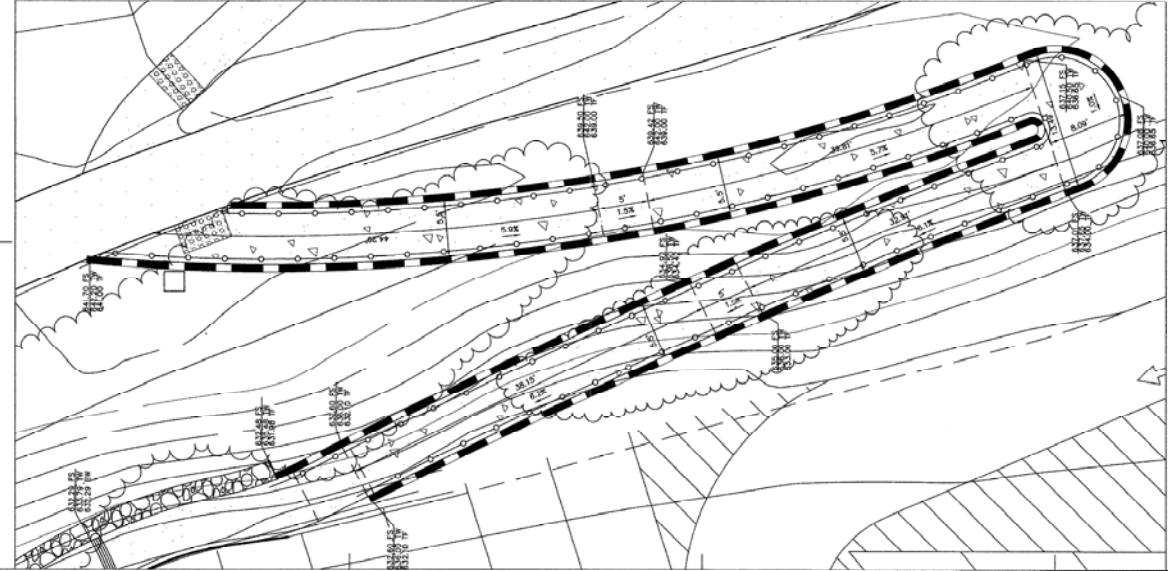
ENLARGEMENT AREA 6



ENLARGEMENT AREA 7



ENLARGEMENT AREA 4



ENLARGEMENT AREA 1



DATE: 10/12/11

DSA SUBMITTAL

ENLARGEMENT PLAN SOUTH ARBORETUM

PALOMAR COLLEGE ARBORETUM

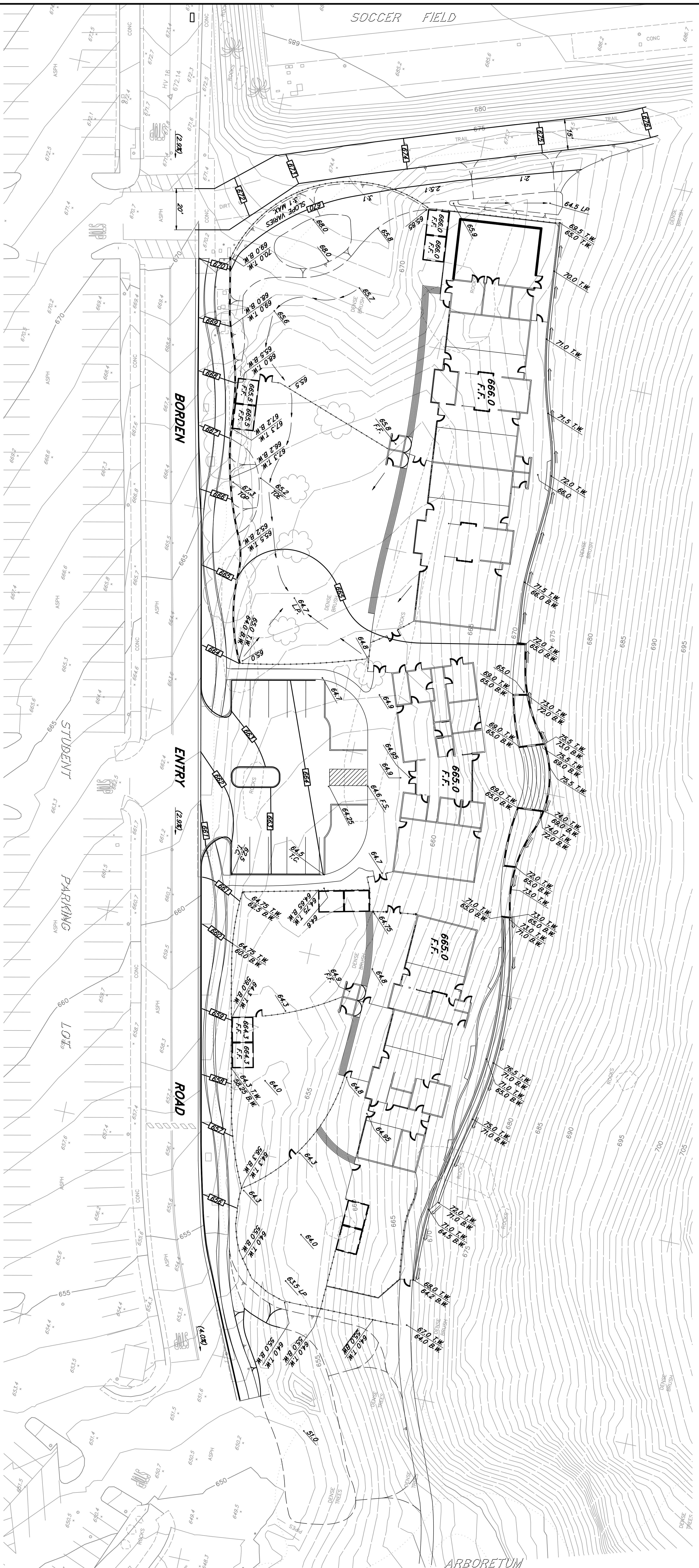
Project No: 008-045

Drawn By: CM

Checked By: CS



CONCEPTUAL GRADING PLAN FOR: PALOMAR COLLEGE - CHILD DEVELOPMENT CENTER



EARTHWORK

| | |
|--------------------|-----|
| EXCAVATION (CUT): | C.X |
| EMBANKMENT (FILL): | C.Y |
| IMPORT: | C.X |
| MAXIMUM FILL: | C.X |
| MAXIMUM CUT: | C.X |

LEGEND

| | |
|--------------------------------------|-----|
| FINISHED CONTOUR | --- |
| TOP OF CURB | --- |
| FINISHED SURFACE SPOT ELEVATION | --- |
| FINISHED GRADE SPOT ELEVATION | --- |
| RETAINING WALL | --- |
| DAYLIGHT LINE | --- |
| DIRECTION OF DRAINAGE | --- |
| P.C.C. SIDEWALK | --- |
| CONCRETE WHEEL STOP | --- |
| CURB AND GUTTER | --- |
| CONCRETE CURB | --- |
| AREA DRAIN | --- |
| P.I.C. STORM DRAIN (OTHERWISE) | --- |
| STORM DRAIN (SIZE AND TYPE AS NOTED) | --- |
| CONCRETE DITCH | --- |
| TYPE "A" CATCH BASIN | --- |
| SEWER | --- |
| SEWER LATERAL | --- |
| SEWER CLEANOUT | --- |

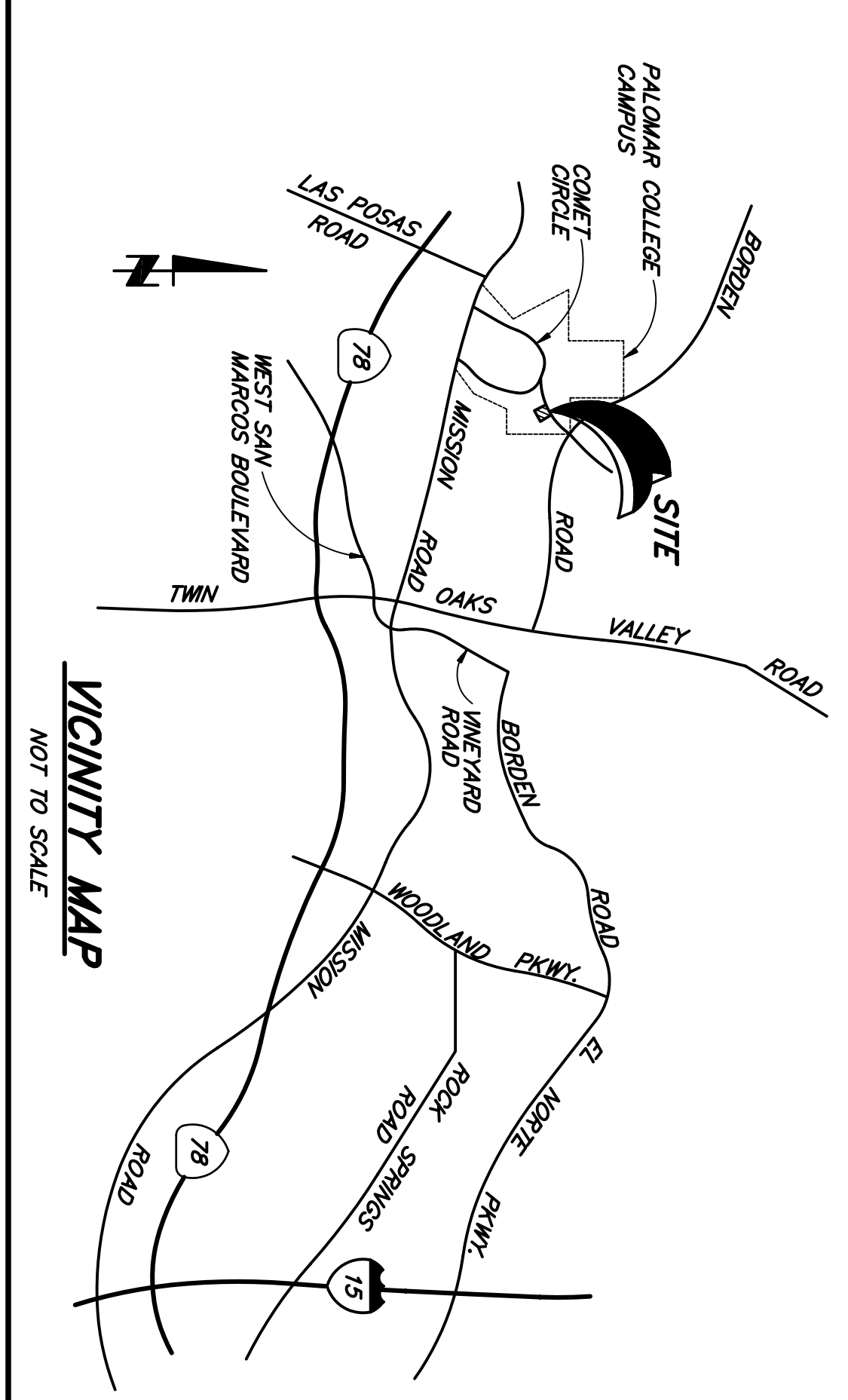
LEGEND

| | |
|--|-----|
| EXISTING CONTOUR | --- |
| EXISTING ELEVATION | --- |
| EXISTING CURB | --- |
| EXISTING WATER | --- |
| EXISTING SEWER | --- |
| EXISTING SEWER MANHOLE | --- |
| EXISTING STORM DRAIN | --- |
| EXISTING STORM DRAIN CLEANOUT (S.D.C.O.) | --- |
| EXISTING CURB INLET | --- |
| EXISTING CHAIN LINK FENCE | --- |

LIST OF ABBREVIATIONS

| | |
|--------|----------------------------|
| F.F. | FINISH FLOOR |
| S.G. | SUB GRADE |
| H.P. | HIGH POINT |
| TYP. | TYPICAL |
| GR. | GRATE |
| T.C. | TOP OF CURB |
| S.D. | STORM DRAIN |
| F.S. | FINISHED SURFACE |
| R.D. | ROOF DRAIN |
| T.G. | TOP OF GRADE |
| I.E. | INVERT ELEVATION |
| C.O. | CLEANOUT |
| T.P. | TOP OF PIPE |
| R.C.P. | REINFORCED CONCRETE PIPE |
| P.I.C. | POLYETHYLENE CHLORIDE PIPE |
| P.C.C. | PORTLAND CEMENT CONCRETE |

811
DIGAERT
SCALE: 1" = 20'
GRAPHIC SCALE
0 20 40 60



PALOMAR COLLEGE
CHILD DEVELOPMENT CENTER
CONCEPTUAL GRADING PLAN
1140 W. MISSION RD
SAN MARCOS, CA

S&S&O
PLANNING ENGINEERING SURVEYING
San Diego, CA 92113
619.593.1141
619.593.8157 FAX

PRELIMINARY FOR REVIEW ONLY

CONCEPTUAL GRADING PLAN
C-1

| ISSUE | DATE |
|------------------------|----------|
| 10% SCHEMATIC DESIGN | |
| DEVELOPMENT REVIEW Pkg | |
| 90% PERMIT DRAWINGS | |
| PLAN CHECK DRAWINGS | |
| 100% PERMIT DRAWINGS | |
| CONCEPTUAL DRAWING | 10-23-12 |

DAVY
ARCHITECTURE

811 TENTH AVENUE
SAN DIEGO, CA 92101
PHONE 619.238.3811
FAX 619.238.0442
www.davyarchitecture.com

ALL EXIST. DIMENSIONS AND FINISH ELEVATIONS ON THIS PLAN ARE BASED ON THE PROPERTY OF THE DAVY ARCHITECTURE FIRM AND ARE NOT TO BE USED FOR ANY OTHER PROJECT. THE USER OF THIS PLAN IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ARCHITECTURE FIRM AND THE ENGINEER ASSUME NO LIABILITY FOR THE USER'S ACTIONS OR OMISSIONS. THE ARCHITECTURE FIRM AND THE ENGINEER ASSUME NO LIABILITY FOR THE USER'S ACTIONS OR OMISSIONS. THE ARCHITECTURE FIRM AND THE ENGINEER ASSUME NO LIABILITY FOR THE USER'S ACTIONS OR OMISSIONS.

ATTACHMENT 5

NORTH COUNTY HABITAT BANK AGREEMENT

*North County
Habitat Bank*

**MITIGATION CREDIT
PURCHASE AGREEMENT AND ACKNOWLEDGMENT**

THIS MITIGATION CREDIT PURCHASE AGREEMENT AND ACKNOWLEDGMENT ("Agreement") is entered into this 11th day of OCTOBER, 2011 by and between WESTMARK DEVELOPMENT CORPORATION, a Nevada corporation ("Seller") and Palomar Community College District ("Buyer").

RECITALS

A. Pursuant to that certain Banking Establishment Instrument regarding the Establishment, Operation and Use of the North County Habitat Bank dated May 23, 2007 (the "BEI"), by and among Westmark Development Corporation; the California Department of Fish and Game, the United States Fish and Wildlife Service, the United State Environmental Protection Agency, and the United States Army Corps of Engineers (referred to collectively hereinafter as the "Agencies"), the Agencies have acknowledged the creation of the North County Habitat Bank (the "Mitigation Bank") and the right of Seller to sell "Mitigation Credits" to mitigate for the loss of wetlands and habitat as provided therein.

B. Buyer desires to mitigate the loss of certain wetland/riparian or upland habitat values on real property located in San Diego County California commonly known as **Palomar Community College District San Marcos Campus Facilities Master Plan** (the "Buyer's Property") to satisfy Buyer's obligations with respect to wetland/riparian or upland habitat on Buyer's Property and to obtain permits and approvals to develop Buyer's Property.

C. Buyer has agreed to purchase from Seller, and Seller has agreed to sell to Buyer **0.06** credits of Created/Restored Corps/CDFG Wetland/Riparian Mitigation Credits and **0.24** credits of Created/Restored CDFG only Wetland/Riparian Mitigation Credits as defined in the BEI (the "Conveyed Credits") from the Mitigation Bank on the terms and conditions set forth herein. The 0.30 credit represents 0.30 acre of valid U.S. Army Corps of Engineers and/or California Department of Fish and Game Wetland/Riparian mitigation habitat, all credits being fully consistent with the BEI.

A G R E E M E N T

NOW, THEREFORE, in consideration of the agreements and acknowledgments set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, Seller and Buyer hereby agree and acknowledge as follows:

1. **Purchase Price.** The purchase price for the 0.30 Wetland/Riparian Mitigation Credits shall be **\$270,000.00**. The Purchase Price shall be paid in good funds on the Closing Date.
2. **Acknowledgment of Sale.** On the Closing, Seller shall deliver a fully executed original of the Acknowledgment of Sale of Mitigation Credits ("Acknowledgment"), in form and content as Exhibit A attached hereto and such other documents and instruments as may be required by any federal, state, or local governmental agency with jurisdiction over the Buyer's Property to evidence and recognize the transfer of the Conveyed Credits to Buyer. Moreover, Seller agrees that to the extent such have not been provided to Buyer at the closing, then if requested by Buyer subsequent to the closing, Seller will provide such documents and instruments as may be required by any such governmental agency to evidence and recognize the transfer of the Conveyed Credits within ten (10) days following Buyer's request. The provisions of this Paragraph 2 shall survive the closing and termination of this Agreement.
3. **Closing.** The closing will occur on or before **October 31, 2011**, or such other date to which the Buyer and Seller may mutually agree in writing (the "Closing Date"). The Closing shall mean the date that the Purchase Price is delivered to Seller, or an escrow agent designated by Seller. Notwithstanding the foregoing, Buyer may accelerate the Closing Date.
4. **AS-IS Sale.** Buyer acknowledges and agrees that: (a) it is the Buyer's sole responsibility to obtain a determination from each federal, state, or local governmental agency with jurisdiction over the Buyer's Property, including, without limitation, the Agencies and the Regional Water Quality Control Board that the Conveyed Credits are acceptable to each such governmental agency and/or suitable for Buyer's purposes, including, without limitation, mitigation for impacts to wetland/riparian values; (b) the purchase and sale of the Conveyed Credits shall be made on an "AS IS, WHERE IS, WITH ALL FAULTS" basis as provided for in the BEI; and (c) any completed sale of any Conveyed Credits shall be final. Buyer further acknowledges and agrees that except as otherwise expressly set forth in this Agreement, neither Seller nor any of its officers, affiliates, representatives, consultants, or agents have made any representations or warranties, or have assumed any responsibility, with respect to (i) the mitigation value or mitigation requirements of the Buyer's Property; (ii) the mitigation value of the property conveyed to the Agencies in establishing the Mitigation Bank; (iii) the acceptability of the Conveyed Credits to any federal, state, or local governmental agency with jurisdiction over the Buyer's Property; (iv) the suitability or adequacy of the Conveyed Credits for Buyer's purposes in purchasing such Credits; or (v) any other fact or circumstances which might affect the Mitigation Bank, the Buyer's Property, the Conveyed Credits, or Buyer's purposes in purchasing such Credits. The Seller further specifically advises Buyer to consult with the

Regional Water Quality Control Board as to the acceptability of the Conveyed Credits. The Regional Water Quality Control Board is not a signatory to the BEI.

5. Termination. Time is of the essence in this Agreement. In the event the closing does not occur by the Closing Date, Seller, at its election, and in its sole and absolute discretion, by written notice to Buyer, may terminate this Agreement and neither party shall have any further obligations hereunder except as provided in Paragraph 6 below.

6. Brokers. Buyer represents to the Seller that it has not had any other contract, agreement or dealings regarding the Conveyed Credits with, nor any communication in connection with the subject matter of this transaction through, any consultant, broker, agent, finder or other person who can claim a right to a consultant fee, commission or finder's fee from the Seller in connection with the sale contemplated herein. In the event that a consultant, broker or finder makes a claim for a consultant fee or commission or finder's fee based upon any such contract, agreement, dealings or communication, the party through whom such claim is made shall be solely responsible for and shall indemnify, defend, and hold harmless the other party from and against said commission or fee and all costs and expenses (including without limitation reasonable attorneys' fees) incurred by the other party in defending against such claim. The provisions of this Paragraph 6 shall survive the termination of this Agreement.

7. Integration. Buyer and Seller agree that all negotiations, discussions, understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement and the Exhibit attached hereto, and this written Agreement alone fully and completely expresses their agreement with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties relating to the subject matter of this Agreement. Buyer and Seller further agree that Buyer has no responsibilities or obligations whatsoever regarding the Conveyed Credits or the BEI except as are expressly stated in this Agreement.

8. Notices. All deposits and any notice required or permitted to be made or given under this Agreement shall be made and delivered to the parties at the addresses set forth below each party's respective signature. All notices shall be in writing and shall be deemed to have been given when delivered by courier, when transmitted by facsimile (upon confirmation of successfully completed transmission), or upon the expiration of two (2) business days after the date of deposit of such notice in the United States mail, registered or certified mail, postage prepaid.

9. Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California and interpreted as if prepared by both parties hereto. In the event a dispute arises concerning the meaning or interpretation of any provision of this

Agreement, or in the event of any litigation arising out of or related to this Agreement, the party not prevailing in such dispute or litigation shall pay any and all costs and expenses incurred by the other party in establishing or defending its rights hereunder, including, without limitation, court costs, expert witness fees, and reasonable attorneys' fees.

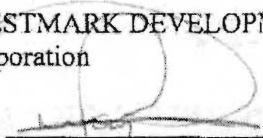
10. Limited Representations and Warranties. Seller is a corporation duly formed, presently existing and in good standing under the laws of the State of Nevada, is qualified to transact business in the State of California, and has the power and authority to own, and does own, the Mitigation Credits, and the power and authority to consummate the sale of Conveyed Credits as contemplated by this Agreement, and the person executing this Agreement has the full authority to bind Seller. This Agreement and all instruments, including assignment and/or conveyance documents to be executed by Seller in connection herewith are or when delivered to Buyer will be duly authorized, executed and delivered by Seller and will be valid, binding and enforceable obligations of Seller. Neither this Agreement nor any instrument, including assignment and/or conveyance documents to be executed by Seller in connection herewith does now or will hereafter constitute a breach or default or invalidate, make inoperative or interfere with any contract, agreement, right or interest affecting or relating in any manner to the Conveyed Credits. The Conveyed Credits shall be assigned/conveyed to Buyer at the closing free and clear of all liens or other encumbrances of any type, monetary or non-monetary.

11. Counterparts. This Agreement may be executed and delivered in any number of identical counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

WHEREUPON, this Agreement has been executed as of the date first-above written.

SELLER:

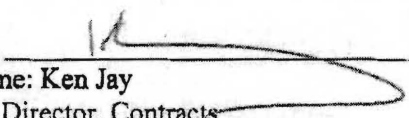
WESTMARK DEVELOPMENT CORPORATION, a Nevada corporation

By: 
Name: Mark Rohrlick
Its: President

Westmark Development Corporation
c/o McCollum Associates
10196 Clover Ranch Dr
Sacramento, CA 95829
Telephone: (916) 688-2040 Fax: (916) 688-7436
Email: mcollum@mccollum.com

BUYER:

PALOMAR COMMUNITY COLLEGE DISTRICT

By: 
Name: Ken Jay
Its: Director, Contracts

Palomar Community College District
1140 West Mission Rd
San Marcos, CA 92069
Telephone: (760) 744-1150 x2125
Fax: (760) 591-0698
Email: kjay@palomar.edu

USACOE Permit: SPL-2010-00124-MBS
CDFG Agreement: Operational Law 1600-2010-0022-R5
RWQCB Permit 10C-013

APPROVED BY
GOVERNING BOARD

OCT 11 2011

PALOMAR COMM.
COLLEGE DIST.

*North County
Habitat Bank*

EXHIBIT A

ACKNOWLEDGMENT OF SALE OF MITIGATION CREDITS

The undersigned seller hereby acknowledges that it has sold and conveyed to Palomar Community College District ("Buyer"), **0.06 credits of Created/Restored Corps/CDFG Wetland/Riparian Mitigation Credits and 0.24 credits of Created/Restored CDFG only Wetland/Riparian Mitigation Credits** from the North County Habitat Bank for the **San Marcos Campus Facilities Master Plan project**. All terms of this conveyance shall be governed by the provisions of the Mitigation Credit Purchase Agreement and Acknowledgment between Buyer and the undersigned dated October 17, 2011.

Seller:

Westmark Development Corporation
c/o McCollum Associates
10196 Clover Ranch Dr
Sacramento, CA 95829
Telephone: (916) 688-2040
Fax: (916) 688-7436
Email: mccollum@mccollum.com

By: 

Name: Mark Rohrlick

Its: President

Date: 10/17/2011

USACOE Permit: SPL-2010-00124-MBS
CDFG Agreement: Operational Law
1600-2010-0022-R5
RWQCB Permit 10C-013

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