

TO: James L. App, City Manager

FROM: Meg Williamson, Assistant to the City Manager

SUBJECT: San Luis Obispo County Superior Courthouse Lease

DATE: January 7, 2003

NEEDS: For the City Council to approve a proposed lease with the County of San Luis Obispo for use of 940 Spring Street as a North County Superior Courthouse site.

FACTS:

1. City, County and Superior Court staff have been in discussions over a long-term ground lease for 940 Spring Street
2. Negotiation parameters were established by the City Council in closed session.
3. The Lease is between the City of Paso Robles and the County of San Luis Obispo. The County is working on behalf of the Superior Court to construct the Courthouse facility and therefore the Superior Court (State) is not party to this Lease at this time. The Lease specifically authorizes the assignment of the Lease by the County to the State, which oversees operations of the Superior Court.
4. The County has retained a construction management firm, and has concluded their search for an architectural design team. Preliminary design work is underway, with a Planning Application submittal date targeted for February 2003.
5. The County and Courts are motivated to proceed quickly with design and construction to avoid potential loss of local jurisdictional control over court construction funds (pursuant to new legislation).
6. If approved by the City Council on January 7th, the Lease will be presented to the County Board of Supervisors at their meeting of January 14, 2003, along with the award of the Architect's contract.
7. If approved as presented, the County will process a Planned Development application that will allow for public input and review authority by the City. Environmental review pursuant to CEQA will be conducted at that time.
8. The Lease has been drafted and reviewed by both City and County counsel. The City, County and Superior Court staff are in concurrence over the language and terms contained in the lease.

9. The Lease highlights are:

- Term of 50-years with two 10-year extension options (70 years total)
- Lease amount of \$1.00 per year
- Site Development and Design of Courthouse subject to City development standards, review and approval
- All construction costs of the facility will be borne by the County
- County/Courts will retain ownership of the building improvements
- County/Courts will have option to buy the property at end of lease
- Ability for State (Superior Court) to assume the lease from County
- Agreed upon target schedule for City processing of PD application

ANALYSIS &
CONCLUSION:

A Lease between the City of Paso Robles and the County of San Luis Obispo will enable the design and construction of a North County Superior Courthouse facility at 940 Spring Street, thereby retaining these important services within the City of Paso Robles rather than elsewhere. The lease is designed to make the project fiscally and logistically feasible for the County and the Court, while maintaining City land use control and design oversight for a key commercial parcel within the community. Project design and environmental analysis will take place in conjunction with future development application processing.

POLICY

REFERENCE:

General Plan and Economic Development Strategy policies for retention of public facilities in and near the downtown.

FISCAL

IMPACT:

Property is provided to the County for one dollar per year.

OPTIONS:

- a. Adopt Resolution No. 03-XX approving the Ground Lease with the County of San Luis Obispo for 940 Spring Street for the purpose of construction and use as a Superior Court facility and authorizing the Mayor to execute the Lease upon acceptance by the County of San Luis Obispo.
- b. Amend, modify or reject above option.

Attachment:

1. Resolution approving the Ground Lease and authorizing the Mayor to execute said Ground Lease between the City and County for use of 940 Spring Street as a Court facility.

RESOLUTION NO. 03-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
APPROVING A GROUND LEASE WITH THE COUNTY OF SAN LUIS OBISPO
FOR 940 SPRING STREET FOR USE OF THE SITE FOR A
SUPERIOR COURT FACILITY

WHEREAS, City, County and State Superior Court staff have been in discussions over a long-term ground lease for 940 Spring Street (the "Lease"); and

WHEREAS, the Lease is between the City of Paso Robles and the County of San Luis Obispo to accommodate the County's construction of a Superior Court facility; and

WHEREAS, the Lease is assignable by the County to the State of California which oversees the operation of the superior courts; and

WHEREAS, the Lease between the City and the County will enable the design and construction of a North County Superior Courthouse facility at 940 Spring Street, thereby retaining these important services within the City of Paso Robles, and

WHEREAS, the Lease establishes the ability for the County to file a Planned Development application that will allow for public input and review authority by the City, including CEQA (California Environmental Quality Act) compliance; and

WHEREAS, retention of government/civic services in and near the City's downtown is consistent with both the General Plan and Economic Development Strategy adopted by the City Council.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Paso Robles that the Lease is approved in the form attached hereto as Exhibit A and incorporated herein by reference, subject to any minor technical and clarifying changes approved by the City Attorney. The Mayor is authorized to execute such Lease on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 7th day of January 2002 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Sharilyn M. Ryan, Deputy City Clerk

LEASE

THIS LEASE is entered into by and between the City of El Paso De Robles, a municipal corporation of the State of California, hereinafter referred to as "City" and/or "Landlord"; and the County of San Luis Obispo, a public entity in the State of California, hereinafter referred to as "County" and/or "Lessee".

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. PREMISES. City hereby leases to Lessee, and Lessee hereby hires and takes from City, for the term and upon the conditions hereinafter set forth, the vacant real property ("Site") located at 940 Spring Street, in the City of El Paso de Robles, County of San Luis Obispo, and more particularly described in Exhibit "A", attached hereto and incorporated by reference herein. The County intends to construct courthouse facilities on said Site. As used herein, the term "Premises" includes the Site, together with all such courthouse facilities to be constructed on the Site.

2. TERM:

A. The term of this Lease shall be for fifty (50) years, commencing upon the date executed by all parties, and ending at 11:59 p.m., on the fiftieth (50th) anniversary of said date.

B. County shall have the option to extend the term of this Lease on all the provisions contained in this Lease for up to two (2) periods of ten (10) years each, by delivering written notice of exercise of such option to City at least six (6) months but not more than one (1) year before the expiration of the term (or extended term, if applicable), providing for a possible total term of seventy (70) years.

3. RENT. The annual base rent for the Site during the term of this Lease shall be one dollar (\$1.00) per year. Rent shall be due and payable annually, prior to the commencement and each anniversary of the term of this Lease. County may, at its option, prepay all or any portion of the rent for the term, or any extended period, without penalty.

4. USE OF SITE. The Site shall be used for the sole purpose of construction, use and operation of a County Courthouse facility, including a minimum of two (2) superior courtrooms, associated office space, and approximately thirty-five (35) parking spaces to be

constructed on the Site. The Site shall not be used for any other purpose without prior written consent of City.

5. CONSTRUCTION ON SITE.

A. Lessee accepts the Site "as is" and City agrees that Lessee shall not be financially responsible for mitigation of any pre-existing conditions at the Site, including as specified in paragraph 22. Lessee shall have the right to finance and construct building(s) and related improvements on the Site at Lessee's sole cost and expense; provided however, that any such financing shall not encumber the City's fee interest in the Site.

B. Both parties acknowledge that County and City are public agencies and pursuant to the Public Contract Code, mutually exclusive from any formal development review process. The County has agreed to cooperate with the City and shall submit to the City all of County's plans, drawings and related documents for the development of the court facilities in compliance with City's normal development review process, including without limitation environmental review of the project in compliance with the California Environmental Quality Act. City has agreed to charge only the fees normally assessed to a mutually exclusive agency project. The City and County agree to cooperate as necessary and appropriate to ensure that the City's development review process can be completed in an expedited manner. The Assistant City Manager shall work with County representatives and agents in an attempt to complete the development review process by June 30, 2003, based on a mutually agreed upon schedule (to be completed and attached as Exhibit B). Each party understands and agrees that in order to meet this schedule, it must diligently work in good faith to fulfill its respective obligations under this Lease. The County agrees that it shall work to prepare and submit plans and all other documentation required by the City in as timely and complete a form as possible and City agrees that it shall expeditiously review and process all such applications. In the event that County submissions are delayed, incomplete or non-responsive, or City review of such submittals is delayed, then the time for the other party's performance under this Lease may be extended by the period of such delay; however both parties understand and agree that time is of the essence for the successful completion of this project. The parties may mutually agree to modify the schedule for performance set forth in Exhibit B. At any time during the development review process and for any reason, County may terminate this Lease agreement by providing City written notice.

6. OWNERSHIP OF IMPROVEMENTS; OPTION TO PURCHASE.

A. Title to improvements constructed by Lessee on the Site shall at all times during the term of the Lease be in Lessee.

B. Upon expiration of the term of this Lease, County (or its successor in interest under this Lease) shall have the option to acquire from the City the real property constituting the Site. Notwithstanding the foregoing, however, this option to acquire the property may only be exercised if the improvements on the Site shall continue to be used for the operation of a courthouse facility, or for an alternative use approved in writing by City. To exercise such option, County shall provide City with a written notice of its intent to exercise such option not less than six (6) months nor more than one (1) year prior to the expiration of the term of this Lease. In such event, the parties shall diligently proceed to take such actions as are necessary to provide for conveyance of the Site to the County upon expiration of the Lease term. The purchase price for the Site to be paid by the County shall be the then fair market value of the Site determined by a third-party appraiser acceptable to both the County and City. County shall pay all costs of escrow associated with such acquisition, and shall, upon expiration of the Lease term, accept conveyance of the Site in its "as is" condition, with no representations, warranties or indemnities on the part of the City.

C. If County does not provide notice to the City and exercise its option to acquire the Site within the time set forth in subsection B of this Section 6, then City shall have the option to acquire from the County all of the improvements then existing on the Site. To exercise such option, City shall provide County with a written notice of its intent to exercise such option not less than thirty (30) days nor more than six (6) months prior to the expiration of the term of this Lease. In such event, the parties shall diligently proceed to take such actions as are necessary to provide for the acquisition of such improvements by the City upon expiration of the Lease term. The purchase price for such improvements to be paid by the City shall be the then fair market value of such improvements determined by a third-party appraiser acceptable to both the County and City. City shall pay all costs associated with such acquisition.

7. UTILITIES. Lessee shall be responsible for the establishment and payment of all utility services associated with Lessee's use of the Premises, including but not limited to water, sewer, trash, electric, gas and telephone. Utility services may be extended from existing resources and all utility services shall be separately metered. Said separate meters and utility

services shall be extended for Lessee's use and installed by Lessee at Lessee's sole cost and expense.

8. INSURANCE.

A. Property Insurance. County is presently self-insured. The County's property insurance as to the Site and the improvements to be constructed thereon shall be primary, and covering all improvements against loss or damage in an amount equal to not less than One Hundred Percent (100%) of the full replacement cost. An earthquake endorsement shall not be required. City shall be named as an additional insured in such policy. In the event County no longer is self-insured or transfers or assigns its interest in the Lease in accordance with the provisions of Section 12 herein, County or such transferee or assignee shall be required to provide evidence of equivalent property insurance coverage reasonably satisfactory to City.

B. General Liability Insurance. County is presently self-insured. County agrees to maintain in full force and effect throughout the term of this Lease, at County's sole cost and expense, general liability insurance insuring against any liability to the public for any claim for damages due to death, bodily injury or property damage related to County's use and occupancy of the Site, with single limit coverage of not less than \$1 million per occurrence. City shall be named as an additional insured in such policy. County shall provide City with at least thirty (30) days' prior written notice of any cancellation or change of insurance.

City agrees to maintain in full force and effect throughout the term of this Lease, at City's sole cost and expense, general liability insurance insuring the City. This insurance shall include general liability insurance insuring against any liability to the public for any claim for damages due to death, bodily injury or property damage resulting from any act or occurrence arising solely out of City's ownership of the Site during the term of this Lease.

C. Workers' Compensation Insurance. In accordance with the provisions of sections 3700 of the California Labor Code, et seq., if Lessee has any employees, Lessee is required to be insured against liability for workers' compensation or to undertake self insurance. Lessee agrees to comply with such provisions before commencing the performance of this Lease.

D. Additional Insureds to be Covered. The comprehensive liability policies shall name the "City of Paso Robles, its officers, employees, and agents" as additional insureds. The policy shall provide that the Lessee's insurance will operate as primary insurance and that no

other insurance maintained by the City, or additional insureds will be called upon to contribute to a loss hereunder.

E. Certification of Coverage. Prior to commencing work under this Lease, Lessee shall furnish City with the following for each insurance policy required to be maintained by this Lease:

(1) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

(2) A copy of the Lessee's Workers' Compensation policy need not be provided, but a copy of proof of coverage does need to be provided.

(3) Upon further written request, the Lessee shall provide a copy of the entire insurance policy and not just the "face sheet" or proof of coverage.

(4) Approval of Insurance by City shall not relieve or decrease the extent to which the Lessee may be held responsible for payment of damages resulting from Lessee's services or operations pursuant to this Lease.

9. INDEMNIFICATION. Lessee agrees to protect and does hereby indemnify and hold City harmless from all demands, claims, actions and damages to any person or property arising out of or connected with the use or occupancy of the Premises by Lessee, other than those attributable to the negligence or willful misconduct of City or City's agents and their employees.

10. MAINTENANCE AND PREMISES. Lessee, at Lessee's sole cost and expense, shall maintain and keep the Premises and every structural portion thereof in a good state of repair during the Lease term and shall not, at any time, commit or suffer to be committed any waste, nuisance, or unlawful act thereon.

11. LAWS. This Lease has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Lease shall be determined and governed by the laws of the State of California.

12. ASSIGNMENT. Lessee may not sell or assign its interest in this Lease, except in the event that Lessee may assign this Lease to the State of California, or to another government agency or entity that by law is obligated or allowed to own, run or oversee a state court facility, or unless otherwise approved in writing by City.

13. INSPECTION OF PREMISES. City reserves the right of ingress and egress, with reasonable notice to inspect, investigate and survey the Premises as deemed necessary by City. However, such inspection, investigation or survey shall not disrupt trial court operations or in any way affect security at the facility.

14. NON-DISCRIMINATION. Lessee shall not discriminate against any person or class of persons by reason of race, color, creed, sex, religion, marital status, ancestry, disability, sexual preference or national origin in the use of the Premises.

15. TERMINATION. In the event that Lessee discontinues the uses as described in paragraph 4, this Lease shall terminate, at the option of either party. Due to the nature and function of the planned courthouse facility, in the event either party chooses to exercise lease termination due to discontinued use as a courthouse facility, the parties shall meet in good faith to devise; 1) negotiation of a lease for alternative purposes, 2) real property ownership issues, i.e. City purchase of facility improvement or Lessee purchase of land, or 3) exit strategy and appropriate methods and timelines.

16. SAFETY. Lessee shall operate the Premises in a manner to protect the health, safety, and welfare of the general public.

17. DESTRUCTION OF PREMISES. In the event the Premises is totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder or casualty, Lessee shall restore the Premises and this Lease shall continue in full force and effect. However, if during the Lease Term, the improvements on the Site are damaged or destroyed by any casualty where the casualty causing such damage or destruction is not required to be insured against under the terms of this Lease, or in the event of an insured loss but there are not sufficient insurance proceeds to repair the damages or destroyed improvements, then County shall have the right, at its election to terminate this Lease.

18. CONDEMNATION. If the whole of the Premises shall be taken or condemned by any competent authority under power of eminent domain for a public or a quasi-public use or purpose, then the leasehold estate hereby created shall cease and terminate as of the date actual physical possession of the Premises is taken by the condemner. All compensation and damages awarded for such total taking shall be apportioned between City and Lessee with the value of the land being apportioned to the City and the value of the building and all permanent improvements, fixtures and equipment being apportioned to the Lessee.

In the event that there shall be a partial taking of the Premises during the Lease term under the power of eminent domain, this Lease shall terminate as to the portion of the Premises so taken on the date when actual physical possession of said portion is taken by the condemner, but this Lease shall at Lessee's option, continue in force and effect as to the remainder of the Premises. All compensation and damages awarded for such partial taking shall be apportioned between City and Lessee with the value of the land being apportioned to the City and the value of the building and all permanent improvements, fixtures and equipment being apportioned to the Lessee.

19. HOLDING OVER. In the event that Lessee shall hold over after expiration of the Lease term or any extension or renewal thereof, with the consent, express or implied, of City, such holding over shall be deemed merely a tenancy from month-to-month on the terms, covenants, and conditions, so far as applicable, and subject to the same exceptions and reservations, as herein contained, until such tenancy is terminated in a manner prescribed by law.

20. NOTICES. Any notices, demands, or communication, under or in connection with this Lease, may be served upon County by personal service, or by mailing the same by certified mail in the United States Post Office, postage prepaid, and directed to:

County of San Luis Obispo
Department of General Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408
Attn: Property Manager

and may likewise be served on Landlord by personal service or by so mailing to City at:

City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446
Attn: City Manager

Either City or Lessee may change such address by notifying the other party in writing as to such new address as City or County may desire used, and which address shall continue as the address until further written notice.

21. PROVISIONS DEEMED COVENANTS AND CONDITIONS. City and Lessee agree that all of the provisions hereof are to be construed as covenants and conditions as though the words importing such covenants and conditions are used in each instance, and that all of the

provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

22. ENVIRONMENTAL INDEMNITY. Lessee agrees, from and after the Lease Term commencement date, to defend, indemnify, protect and hold harmless City and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns (“Indemnitees”) from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions, claims, losses, damages, fines, penalties, expenses, Environmental Response Costs, or cost of any kind or nature whatsoever, together with fees resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, or release of Hazardous Materials, at, on, in beneath or from the Site during the Lease Term, except to the extent caused to prior ownership of the Site prior to the commencement of the Lease Term or caused by City or its agents, contractors or employees prior or during the Lease Term. Lessee’s defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at Lessee’s sole cost.

City agrees, from and after the Lease Term commencement date, to defend, indemnify, protect and hold harmless Lessee and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns (“Indemnitees”) from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions, claims, losses, damages, fines, penalties, expenses, Environmental Response Costs, or cost of any kind or nature whatsoever, together with fees (including, but not limited to, reasonable attorney’s fees and experts’ and consultants’ fees) caused prior to the commencement of the Lease Term or caused by City or its agents, contractors, or employees during the Lease Term, resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials, at, on, in beneath or from the Site or adjacent properties. City’s defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at City’s sole cost.

23. AMERICANS WITH DISABILITIES ACT. Lessee shall be responsible for all alterations necessary to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq.

24. NON-EXCLUSIVE RIGHTS. Lessee may not have or enjoy, and may not grant, any exclusive rights of any kind which are forbidden by any applicable and pertinent law, statute, ordinance, rule or regulation of any governmental entity or agency.

25. WAIVER. Any waiver by City of any failure by Lessee to comply with any term or condition hereof shall not be construed to be a waiver by City of any similar or other failure by Lessee to comply with any term or condition hereof.

26. BREACH. Notwithstanding any other provisions contained herein, City may cancel and terminate this Lease if Lessee shall fail, neglect or refuse to perform and obey any term or condition set forth in this Lease, after City has given to Lessee written notice of thirty (30) days to do so, unless such failure, neglect or refusal by nature cannot be remedied within thirty (30) days of said notice and Lessee has within thirty (30) days of the notice commenced and does thereafter continue diligent efforts to remedy such failure, neglect or refusal.

Due to the nature and function of the planned courthouse facility, in the event City chooses to exercise lease termination due to breach, City Counsel and Lessee Counsel shall meet to devise exit strategy and damage compensation.

27. FORCE MAJEURE. Except as to the payment of rent, neither of the parties hereto shall be chargeable with, liable for, or responsible to, the other for anything or in any amount for any delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God or the public enemy, action, inaction or interference of governmental authorities or agents, including a City referendum or initiative, war, invasion, insurrection, rebellion, riots, strikes or lockouts or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of such parties and any delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease.

28. MEMORANDUM OF LEASE. A Memorandum of this Lease shall be recorded with the County Recorder of San Luis Obispo County.

29. SEVERABILITY. If any term, covenant, condition or provisions of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of

the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

30. ENTIRE AGREEMENT AND MODIFICATIONS. This Lease supersedes all previous Leases and constitutes the entire understanding of the parties hereto. Lessee shall be entitled to no other benefits than those specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Lessee specifically acknowledges that in entering into the executing this Lease, Lessee relies solely upon the provisions contained in the Lease and no other Leases or oral discussions prior to entering this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this ____ day of _____, 200_.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this _____ day of _____, 200_.

ATTEST:

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: _____
Deputy County Counsel

Date:

CITY OF EL PASO DE ROBLES

By: _____
Frank Mecham, Mayor

Attest:

By: _____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

All of Block 112 of the City of El Paso de Robles, in the City of El Paso de Robles, County of San Luis Obispo, State of California, as per map recorded October 25, 1889 in Book A, Page 169 of Maps, in the office of the county Recorder of said County.

Excepting therefrom the northerly 75 feet of the westerly 145 feet; the southerly side of said excepted portion is parallel to the southerly side of Tenth Street and 75 feet distant and the easterly side of said portion is parallel to the easterly side of Spring Street and 145 feet distant therefrom.

Also excepting therefrom that portion described as follows:

Beginning at the southwest corner of said Block; thence north 3 degrees 50 minutes west along the westerly line of said lot, 76.5 feet; thence east and parallel with the southerly line of said Block, 205 feet; thence south and parallel with the westerly line of said Block, 76.5 feet to the south line of said Block; thence south 86 degrees 10 minutes west along said south line, 205 feet to the point of beginning.

EXHIBIT B
SCHEDULE OF PERFORMANCE

<u>Task</u>	<u>Responsible Party</u>	<u>Due Date</u>
Pre-Application Submittal Conference	City/County	01/31/03
Planned Development Application Submittal	County	02/17/03
Publish Public Notice of PC Workshop	City	02/28/03
Development Review Committee (DRC) <i>DRC to review Site Plan and at least Two Architectural Plans/Schematics</i> <i>DRC to provide guidance on Site Plan and Architecture</i> <i>Main Street and Chamber to be invited to DRC</i>	City	03/03/03
Initiate Environmental Review	City	03/04/03
Release Completeness Review	City	03/04/03
Revised Planned Development Submittal	County	03/10/02
Planning Commission Workshop	City	03/11/03
Submittal of Detailed Architectural Renderings And Building Elevations	City	03/14/03
*Complete Environmental Review – <i>ADM DRAFT</i>	City	03/21/03
*Note= Completion date for the Administrative Draft is dependent on the adequacy of the 03/10/03 response to the completeness items		
Project Coordination Meeting <i>County to provide comments on environmental document</i> <i>County to sign mitigation agreement</i>	City/County	03/24/03
Technical Review Committee Meeting <i>County to review and comment on the Draft Conditions of Approval</i> <i>County to acknowledge agreement with the Draft Conditions of Approval</i>	City/County	04/02/03
Release 30-day Public Notice	City	04/04/03
Planning Commission Hearing	City	05/13/03
Deadline for the filing of an Appeal		05/27/03
City Council Hearing*	City	06/03/03

*Note = If an Appeal is filed, a 10-day public notice will be provided and a public hearing on the Appeal will be held by the City Council at its 06/17/03 meeting