



City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT

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INITIAL STUDY

1. BACKGROUND

Project Name: General Plan Amendment 2015-001, Rezone 2015-001, Resubdivision 2015-002, and Site Plan Review 2016-003

Project Location: 210 Salinas Street

Assessor Parcel Numbers: 002-244-098-000 and 002-244-099-000

See Attached Vicinity Map

Current Land Use: Vacant approximately 7,500 square-foot two-story structure (old Firehouse building).

Surrounding Land Uses/Zoning Districts:

North: Commercial and Religious Assembly/Mixed Use - Central City Overlay – Downtown Core Overlay Area (MX-CC-DC)

South: Public/Semipublic/Public/Semipublic – Central City Overlay – Downtown Core Overlay Area (PS-CC-DC)

East: Commercial and Transportation/Mixed Use – Central City Overlay – Downtown Core Overlay Area (MX-CC-DC)

West: Public/Semipublic/Public/Semipublic – Central City Overlay- Downtown Core Overlay Area (PS-CC-DC)

Lead Agency Contact Person: Thomas Wiles, Senior Planner

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Location and Existing Setting:

Project Description: The City of Salinas is proposing to change the General Plan land use designation, the zoning district boundaries, and create an approximate 7,270 square-foot lot (.1669-acres) containing an existing approximate 7,500 square-foot two-story structure located at 210 Salinas Street. The General Plan Amendment would change the General Plan land use designation from "Public/Semipublic" to "Mixed Use". The rezoning would change the zoning district designation from "Public/Semipublic – Central City Overlay – Downtown Core Overlay Area" (PS-CC-DC) to "Mixed Use – Central City Overlay – Downtown Core Overlay Area" (MX-CC-DC).

The existing former fire station structure was constructed in 1927 with an addition constructed on the north side of the building prior to 1936 and another on the south side between 1936 and 1949. The original structure is the central two-story building containing three large arches which denote garage space for the firetrucks. The project site is currently owned by the City of Salinas. However, the Salinas City Council on March 17, 2015, approved a Resolution to sell the structure to Taylor Fresh Foods Incorporated.

The project includes a Parcel Map (RS 2015-002) to create an approximate 7,270 square-foot lot and adjust the lot lines of two adjacent lots (002-244-098-000 and 002-244-099-000), resulting in lots of .6149 and .8625 acres each. The Parcel Map includes two 30-foot wide “No-Build” easements located along the northern lot line of the proposed lot and adjacent to the south wing of the adjacent “Old Firehouse” structure. A Site Plan Review application (SPR 2016-003) is included, which will authorize commercial uses allowed by the proposed underlying MX-CC-DC Zoning District. Additionally, the Site Plan Review would authorize the proposed exterior changes to the building including new paint, doors, and windows (see Exhibit 12).

Environmental Factors Potentially Affected:

- | | | |
|---|--|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agricultural Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology/Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation / Traffic | <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Mandatory Findings of Significance |

2. CHECKLIST

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
1. AESTHETICS. <i>Would the proposal:</i> (a) Affect a scenic vista or scenic highway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A1, A2, A3, M1, N1

Issue	Impact				Source (Refer to Section 3: Source List)
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
(b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Discussion

- (a-c) The project site is not located adjacent to or near a scenic vista or a scenic highway. Any future proposed development will be required to comply with all applicable Zoning Code land use and Development Standards. Roof equipment will be required to be screened from view by parapet walls. The proposed exterior modifications include new paint and doors/windows which are not expected to degrade scenic resources or the visual character of the area because compliance with Zoning Code development standards will ensure environmental impacts related to aesthetics will be reduced to a level of insignificance (see attached Exhibit 12 and the discussion on Cultural Resources).
- (d) Development of the project site could create additional light and glare. However, compliance with the City’s lighting standards as stated in Zoning Code Section 37-50.480 will reduce any impact to less than significant.

Mitigation

No mitigation is required.

Issue	Impact				Source (Refer to Section 3: Source List)
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
2. AGRICULTURAL RESOURCES. <i>Would the proposal:</i> (a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (b) Conflict with existing zoning for agricultural use or a Williamson Act contract? (c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A1, A2, A3, M1, N1

Discussion

(a-c) The project site is located on an in-fill property within the PS-CC-DC zoning district. The project site is currently developed with a vacant former fire station building. No farming activities are located on or near the site.

Mitigation

No mitigation is required.

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
3. AIR QUALITY. <i>Would the proposal:</i> (a) Conflict with or obstruct implementation of the applicable air quality plan? (b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (c) Result in cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (d) Expose sensitive receptors to substantial pollutant concentrations? (e) Create objectionable odors affecting a substantial number of people?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A1, A2, A3, F1, F2

Discussion

(a-d) Salinas lies within the North Central Coast Air Basin, which meets the federal standard for ozone levels but falls short of the higher State standards for ozone and PM10. Ozone is the primary constituent of smog and is formed in the atmosphere via a chemical reaction involving nitrogen oxides (NOx), volatile organic gases (VOC), and sunlight. The primary sources are motor vehicles,

organic solvents, pesticides, and industry. The Monterey Bay Unified Air Pollution Control District oversees various air quality regulations and programs.

The Monterey Bay Unified Air Pollution Control District adopted the 2012 Triennial Plan Revision 2009-2011 in April 2013, which addresses NO_x and ROG emissions as precursors to ozone. The air quality impact from the proposed General Plan Amendment and Rezone is expected to be less than significant.

The revised CEQA Air Quality Guidelines prepared by the Monterey Bay Unified Air Pollution Control District, dated February 2008, stipulate maximum thresholds for air quality as follows:

- a) Emit less than 137 lb/day of VOC's or No_x;
- b) Directly emit less than 550 lb/day of CO or will not cause a violation of CO AAQS (ambient air quality standards) at existing or reasonably foreseeable receptors;
- c) Not significantly impact traffic levels of service or will not cause a violation of CO or contribute 550 lb/day to an existing or projected violation at existing or reasonably foreseeable receptors;
- d) Directly emit less than 82 lb/day of PM₁₀ on-site or will not cause a violation of PM₁₀ AAQS or contribute 82 lb/day to an existing or projected violation at existing or reasonably foreseeable receptors;
- e) Not indirectly generate PM₁₀ along unpaved roads or will not cause a violation of PM₁₀ AAQS or contribute 82 lb/day to an existing projected violation at existing or reasonably foreseeable receptors;
- f) Directly emit less than 150 lb/day of SO_x or will not cause a violation of SO₂ AAQS at existing or reasonably foreseeable receptors.

Relative to short-term air quality impacts during future construction, any proposed development will be required to comply with the most recent version of the City's Grading Standards and Stormwater Management Program, which will reduce impacts to air quality to a level of insignificance.

- (e) Objectionable odors are unlikely to be as a result of the proposed General Plan Amendment and Rezone.

Mitigation

No mitigation is required.

Issue	Impact				Source (Refer to Section 3: Source List)
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
4. BIOLOGICAL RESOURCES. <i>Would the proposal result in impacts to:</i>					A1, A2, A3, M1, N1
(a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(d) Interfere substantially with the movement of any native resident or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?					
(e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Discussion

(a-f) The project site is located on an in-fill property located within the PS-CC-DC zoning district. There is no native flora or fauna remaining on the project site. The project site is not located within a wetland habitat, riparian woodland or vernal pool, nor are they located near any sensitive habitat areas. The project site will not conflict with a Habitat Conservation Plan, or other habitat plan.

Mitigation

No mitigation is required.

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
5. CULTURAL RESOURCES. <i>Would the proposal:</i>					A1, A2, A3, A5, M1, N1, O1, O2, O4
(a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Discussion

- (a) Per an Historic Resources Inventory dated May 1989 (Source A5), and a Historic Resources Evaluation dated November 30, 2007 (Source O1), the existing two-story approximately 7,500 square-foot Old Firehouse structure was constructed in 1927, with a northern addition built prior to 1936 and a southern addition between 1936 and 1949. The structure served as a Fire Station for the City of Salinas until at least the 1960's. The structure is currently not located on any Federal, State, or Local historic register. However, as per the Historic Resources Evaluation (Source O1), the structure is eligible for the California Registry at the local level for its connection to local municipal development trends (Criterion 1 of California Register Criteria) and for its place in local municipal architectural design. Additionally, the City Historic Resources Board has recommended that

this and other historic properties owned by the City be officially listed as historic resources in accordance with the City Historic Review Board Ordinance.

On March 17, 2015, the Salinas City Council approved a Resolution to sell the structure to Taylor Fresh Foods Incorporated (Source O2). Taylor Fresh Foods, Incorporated has made some improvements to secure and protect the building with new front roll-up doors and new roofing behind the building parapet and along the top of the Salinas Street facade. In order to maintain the historical aspects of the existing structure, the Applicant or Successor-in-interest shall comply with all applicable Federal, State, and Local Planning and building code regulations for the demolition, alteration, and/or reconstruction of historic structures. Any additional future development or construction on the Old Firehouse structure will need to be reviewed and commented upon by the Historic Resources Board prior to the issuance of a development review application and/or building permit for such work.

As per attached Exhibit 12, Taylor Fresh Foods Incorporated is proposing exterior work as a part the Site Plan Review application. The proposed exterior colors will be white, with grey trim and grey accents around the Sequoia Redwood garage doors, and a dark grey roof. The proposed changes include new windows with grids which will match the existing windows. In a letter dated February 8, 2016 (see attached Exhibit 16), the existing windows are in a condition that would place them beyond repair. The metal single-pane windows include putty which contains asbestos and the paint is lead based. New windows will include dual glazing with a narrow profile divider to replicate the existing divided glass, types, and sizes. Planning staff has determined that the proposed windows, door, and colors do not cause a substantial adverse change in the significance of an historic structure.

- (b-d) Per Section 5.8 (Cultural Resources) of the Final Environmental Impact Report for the Salinas General Plan (Source A1), little archaeological investigation has occurred in the City of Salinas or in Monterey County. However, there is always the potential to encounter subsurface materials during grading and construction. Therefore, pursuant to Public Resources Code Section 21083.2, in the event that cultural materials are encountered during grading/construction, all work shall cease until the find has been evaluated and mitigation measures put in place for the disposition and protection of any find. Future development is subject to all local, state, and federal laws relative to discovery of cultural resources during construction. With this requirement, there is little potential for a significant impact on the environment.

Pursuant to Assembly Bill 52 (AB 52), a letter dated December 22, 2015 was sent to tribes in the area to notify of the project and offer project consultation, if requested. On January 17, 2016, a response was received requesting

consultation. On January 26, 2016, the requested consultation was held. The consultation resulted in additional research with the Native American Heritage Commission (Source O4) and two mitigation measures, listed below. On March 11, 2016, staff received notification from the Native American Heritage Commission that no sacred land sites are located on the project site.

Pursuant to Public Resources Code Section 21083.2, in the event that cultural materials are encountered during grading/construction, all work shall cease until the find has been evaluated and mitigation measures put in place for the disposition and protection of any find. The project is subject to all local, state, and federal laws relative to discovery of cultural resources during construction. With this requirement, and the mitigation measures established during the tribal consultation, there is little potential for a significant impact on the environment.

Mitigation

- CR-1 The Applicant or successor-in-interest, shall be required to comply with all applicable Federal, State, and Local Planning and building code regulations for the demolition, alteration, and/or reconstruction of historic structures. Future development or construction on the Old Firehouse structure that has any impact on its historic integrity will need to be reviewed and commented upon by the Community Development Department prior to the issuance of a development review application and/or building permit for such work. Depending on the scope of work, the Community Development Department may forward any future development or construction to the Historic Resources Board for review and comment prior to the issuance of a development review application and/or building permit for such work.
- CR-2 In the event that cultural materials are encountered during grading/construction, all work shall cease until the find has been evaluated and mitigation measures put in place for the disposition and protection of any find pursuant to Public Resources Code Section 21083.2.
- CR-3 In the event that human remains are encountered during grading/construction, all work shall cease until the Monterey County Coroner has been contacted. If it is determined that the remain are Native American, the Monterey County Coroner shall contact the Native American Heritage Commission within 24-hours. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent (MLD) from the deceased Native American. The MLD may then make recommendations to the landowner or the person responsible for the excavation work for means of treating or disposing of, with appropriate dignity, the human remains and associated grave goods as provided in Public Resources Code Section 5097.98. The landowner or his authorized representative shall rebury the Native American human remains and

associated grave goods with appropriate dignity on the property in a location not subject to further disturbance if: a) the Native American Heritage Commission is unable to identify a MLD or the MLD failed to make a recommendation within 24 hours after being notified by the Commission; b) the descendent identified fails to make a recommendation; or c) the landowner or their authorized representative rejects the recommendation of the descendent, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
<p>6. GEOLOGY/SOILS. <i>Would the proposal result in or expose people to potential impacts involving:</i></p> <p>(a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:</p> <p>(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.</p> <p>(ii) Strong seismic ground shaking?</p> <p>(iii) Seismic-related ground failure,</p>					A1, A2, A3, M1, N1
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
including liquefaction?					
(iv) Landslides?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) Result in substantial soil erosion or the loss of topsoil?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) Be located on a geologic unit or soil that is unstable, or that would become un stable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Discussion [a (i-iv)]

All structures located in Salinas are required to be designed to at least Seismic Design Category D in accordance with Section 1613 of the 2010 California Building Code. As shown on the Seismic Hazards Map for the Greater Salinas Planning Area (Figure 5.10-1 of the Salinas General Plan Final EIR), the project site is located within the Very High Seismic Hazard Zone. Any future

development on the site will be subject to the most recent, adopted edition of the California Building Code as a part of the building permit process to ensure that adequate seismic design is provided.

- (b-d) The project site is currently developed. If any future development is proposed, then a Building Permit will be required. No Grading Permit would be required because the site is already developed. Any future proposed development would be subject to the most recent version of the California Building Code as a part of the building permit process to ensure adequate seismic safety. The project site is currently developed and the land under the building is basically flat.

Mitigation

No mitigation is required.

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
7. GREENHOUSE GAS EMISSIONS. <i>Would the project:</i>					A1, A2, A3, F1, F2
(a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Discussion

- (a) The proposed project will not significantly generate, either directly or indirectly, greenhouse gas emissions causing a significant impact on the environment.
- (b) The proposed project will not conflict with any other applicable plans, policies, or regulations adopted for the purposes of reducing the emissions of greenhouse gases including:

- Assembly Bill 32, which requires the state board to adopt a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions levels in 1990 to be achieved by 2020.
- Senate Bill 375, which requires the state board, working in consultation with the metropolitan planning organizations, to provide each affected region with greenhouse gas emission reduction targets for the automobile and light truck sector for 2020 and 2035 by September 30, 2010.
- City of Salinas General Plan 2002, at the time, the issue of greenhouse gas emissions and the need to combat it in general plans had not risen to a critical level of concern. Nevertheless, the City adopted numerous goals and policies with the intent of improving development sustainability. These goals and policies have both direct and indirect benefits in terms of reducing GHG emissions. Important overall land use/urban design related themes in the General Plan that serve this purpose include:
 - i. Increasing density and intensity of development to promote more compact development and reuse/revitalization,
 - ii. Facilitating in-fill development as a means to promote compact development, and
 - iii. Promoting mixed-use development and a compact city core, emphasizing Traditional Neighborhood Development (TND) design, walkable neighborhoods, and transit-oriented development, especially in new growth areas.

Mitigation

No mitigation is required.

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
8. HAZARDS & HAZARDOUS MATERIALS. <i>Would the proposal:</i> (a) Create a significant hazard to the public or the environment through the	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A1, A2, A3, L1

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
routine transport, use, or disposal of hazardous materials?					
(b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
project area?					
(g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Discussion

- (a-b) The proposed project is not expected to create a significant hazard to the public or the environment through the routine transport, use, or disposal of the materials. Compliance with local, state, and federal requirements would ensure that the hazards to the public are reduced to a level of insignificance.
- (c) The project site is located approximately 1,160 feet away from the Roosevelt School and 1,480 feet away from the Sacred Heart School (see above discussion (a-b)).
- (d) The project site is not known to be included on a list of hazardous materials sites.
- (e) The project site is not located within an airport land use plan area.
- (f) The project site is not located within the vicinity of a private airstrip, nor is it located within the Airport Local Area of Influence per Figure LU 11 of the Salinas General Plan. The project site is located approximately 2.3 miles from the end of the runway (8-26) of the Salinas Municipal Airport. See Section 15(h) below for further discussion of Airport operations.
- (g) The project will not interfere with an adopted emergency response plan or

emergency evacuation plan.

- (h) The project will not expose people or structures to risk of loss, injury or death involving wildland fires, because the project site is located on an infill property and no wildlands are located nearby.

Mitigation

No mitigation is required.

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
<p>9. HYDROLOGY AND WATER QUALITY. <i>Would the proposal:</i></p> <p>(a) Violate any water quality standards or waste discharge requirements?</p> <p>(b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?</p> <p>(c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or</p>	<p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>A1, A2, A3, A5, A7, A9</p>

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
off-site?					
(d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(f) With regards to NPDES compliance:					
(i) Potential impact of project construction on storm water runoff?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(ii) Potential impact of project post-construction activity on storm water runoff?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(iii) Potential for discharge of storm water from material storage areas, vehicle or equipment fueling, vehicle or equipment maintenance (including washing),	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
waste handling, hazardous materials handling or storage, delivery areas or loading docks, or other outdoor work areas?					
(iv) Potential for discharge of storm water to impair the beneficial uses of the receiving waters or areas that provide water quality benefit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(v) Potential for the discharge of storm water to cause significant harm on the biological integrity of the waterways and water bodies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(vi) Potential for significant changes in the flow velocity or volume of storm water runoff that can cause environmental harm?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(vii) Potential for significant increases in erosion of the project site or surrounding areas?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(viii) Could this proposed project result in an increase in pollutant discharges to receiving waters? Consider water quality parameters such as temperature,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
dissolved oxygen, turbidity, and other typical Stormwater pollutants (e.g., heavy metals, pathogens, petroleum derivatives, synthetic organics, sediment, nutrients, oxygen-demanding substances, and trash).					
(ix) Could the proposed project result in a decrease in treatment and retention capacity for the site's Stormwater run-on?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(x) Could the proposed project result in significant alteration of receiving water quality during or following construction?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(xi) Could the proposed project result in increased impervious surfaces and associated increased urban runoff?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(xii) Could the proposed project create a significant adverse environmental impact to drainage patterns due to changes in urban runoff flow rates and/or volumes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(xiii) Could the proposed project result in	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
increased erosion downstream?					
(xiv) Could the proposed project alter the natural ranges of sediment supply and transport to receiving waters?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(xv) Is the project tributary to an already impaired water body, as listed on the CWA Section 303(d) list? If so, can it result in an increase in any pollutant for which the water body is already impaired?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(xvi) Could the proposed project have a potentially significant environmental impact on surface water quality, to either marine, fresh, or wetland waters?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(xvii) Could the proposed project result in decreased baseflow quantities to receiving surface waterbodies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(xviii) Could the proposed project cause or contribute to an exceedance of applicable surface or groundwater receiving water quality objectives or degradation of beneficial uses?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
(xix) Does the proposed project adversely impact the hydrologic or water quality function of the 100-year floodplain area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(xx) Does the proposed project site layout adhere to the Permittee's waterbody setback requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(xxi) Can the proposed project impact aquatic, wetland, or riparian habitat?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(g) Otherwise substantially degrade water quality?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(h) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(i) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(j) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
(k) Inundation by seiche, tsunami, or mudflow?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Discussion

- (a) The subject property is currently an in-fill site, which is entirely developed. Any future development will be required to conform to NPDES requirements and identify Best Management Practices (BMPs) to address these requirements for all construction activity arising from any future development.
- (b) Future uses that may be permitted by the proposed MX-CC-DC zoning district are not expected to use significant quantities of water and therefore would not substantially deplete groundwater supplies. It would not interfere substantially with the direction or rate of flow of groundwater. California Water Service Company (CalWater) will supply water; no wells will be drilled as part of this project.
- (c-e) The subject property is currently an in-fill site, which is entirely developed. Any future development will be required to provide drainage into existing and proposed drainage lines to ensure that drainage impacts are reduced to a level of insignificance through the NPDES and building permit process.
- (f) (see "a" above)
- (g-j) The project does not include a residential component and is not located within a 100-year flood area. Inundation by seiche, tsunami, or mudflow is unlikely because the site is located a considerable distance from the ocean and is relatively flat thereby negating a potential mudflow.

Mitigation

No mitigation is required.

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
10. LAND USE AND PLANNING. <i>would the proposal:</i>					A1, A2, A3, A5, A7, O3
(a) Physically divide an established community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Discussion

- (a) The proposed project does not have the potential to disrupt or divide the physical arrangement of the community.
- (b) The General Plan (Source A1) Land Use designation of the project site is "Public/Semipublic". The proposal is to change the General Plan designation of the project site from "Public/Semipublic" to "Mixed Use". The proposed change in the General Plan land use designation from "Public/Semipublic" to "Mixed Use" would allow for uses prescribed by the City's 2002 General Plan land use designation of Mixed Use.

The project site is currently located in the "Public/Semipublic – Central City Overlay – Downtown Core Overlay Area" (PS-CC-DC) District, which provides for public and semipublic uses such as a fire station and a parking lot. The proposed Rezone would change the Zoning designation from "Public/Semipublic – Central City Overlay – Downtown Core Overlay Area" (PS-CC-DC) to "Mixed

Use – Central City Overlay – Downtown Core Overlay Area" (MX-CC-DC). The proposed zoning would match the existing Zoning designation of adjacent properties located to the east and would allow for the consideration of mixed uses pursuant to applicable Zoning Code regulations. The project site is located in the Central City Overlay District and the Downtown Core Area and would not be in conflict with either of them. One of the purposes of the Central City Overlay District includes increased intensity for mixed use, commercial, retail, and office uses within the Central City and for the provision of innovative retail. The project site is not located within a specific plan or a precise plan area and therefore does not conflict with such a plan. The project site is located entirely within the City limits of Salinas and does not conflict with the adopted sphere of influence.

The proposed General Plan Amendment and Rezone will comply with the City of Salinas Downtown Vibrancy Plan (Source O3), by allowing new uses on-site to help stimulate development activity in Downtown Salinas. In addition, the proposed General Plan Amendment and Rezone will allow for the reuse of the existing structure into such uses as a restaurant and/or a museum, which is envisioned as a part of the plan.

The Parcel Map as proposed does not meet the minimum required 7,500 square-foot lot size and 100-foot lot depth in the MX-CC-DC District as required per Zoning Code Section 37-40.320, Table 37-40.30. Per Zoning Code Section 37-10.070, the City Council can determine that the site be developed and used in a manner which is proper and in the public interest.

The Site Plan Review authorizes commercial uses to be allowed in the proposed underlying MX-CC-DC Zoning District. These uses include, but are not limited to: restaurants, offices, retail sales, financial services, personal services, and personal improvement services.

The project will not result in substantial impacts resulting from inadequate off-street parking supply. Per Zoning Code Section 37-40.330(q)(13), off-street parking and loading facilities in the Central City Overlay District need not be increased at the time of change in occupancy or use or of major or minor alteration of a structure, except under certain circumstances (i.e. increase in floor area of an existing building, or construction of a new structure, etc.). No additional floor area is proposed for the Old Firehouse structure and therefore no additional off-street parking is required.

- (c) There are no habitat conservation plans or natural community conservation plans in the project area. Therefore, no conflicts will occur.

Mitigation

No mitigation is required.

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
11. ENERGY & MINERAL RESOURCES. <i>Would the proposal:</i> (a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A1, A2, A3, A6, A7, A8

Discussion

(a-b) The proposed project is not expected to result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.

Mitigation

No mitigation is required.

Issue	Impact				Source (Refer to Section 3: Source List)
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
people residing or working in the project area to excessive noise levels					

Discussion

(a-b) The project site is located within the 60 CNEL contour as shown on *Figure 5.3-1 Noise Contours (CNEL)* of the Salinas General Plan, Final Environmental Impact Report, 2002. The Future Noise Contours as shown on *Figure 5.3-4* of the Salinas General Plan, Final Environmental Impact Report, 2002, shows the project site as located within the 60 CNEL contour. Traffic generates the main source of noise for the depicted 60 CNEL contour.

Noise levels generated by any future proposed uses on the project site are not expected to impact residential uses, because there are no adjacent residential uses. The nearest residential uses are located approximately 315 feet southeast of the project site at 247 Salinas Street and approximately 410 feet to the northwest at 125 Church Street. The Zoning Code Standards regarding noise are expected to reduce noise impacts to a level of insignificance.

(c-d) No substantial permanent, or temporary or periodic, increases in the ambient noise level are expected with the project. According to the General Plan Master Environmental Assessment Section 9.2, ambient noise is defined as the “all encompassing noise associated with a given environment, being a composite of sounds from many sources, near and far.”

(e-f) The project site is located approximately 2.3 miles from the Salinas Municipal Airport and is located within the 55 CNEL contour as shown on *Figure 5.3-2: Salinas Airport Future Noise Contours*) of the Salinas General Plan, Final Environmental Impact Report, 2002. Noise impacts from airport operations will not have an adverse impact on the site.

Mitigation

No mitigation is required.

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
13. POPULATION AND HOUSING. <i>Would the proposal:</i> (a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A1, A2, A3

Discussion

(a-c) The proposed General Plan Amendment and Rezone does not likely include a residential component. The proposed MX zoning would allow development of residential uses, but due to the size of the site, substantial population growth is unlikely. The project site is a currently an existing developed in-fill site.

Mitigation

No mitigation is required.

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
<p>14. PUBLIC SERVICES. <i>Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:</i></p> <p>(a) Fire protection? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) Police protection? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>(c) Schools? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>(d) Parks? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>(e) Other public facilities? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p>					A1, A2, A3

Discussion

(a-e) The proposed project is located on an existing developed in-fill site. Police and Fire services are currently available to serve the site. No school children will be generated by the project. Salinas Street has been designed and constructed to accommodate the demands of any future development and traffic. No other government services are expected to be impacted by the project.

Mitigation

No mitigation is required.

Issue	Impact				Source (Refer to Section 3: Source List)
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
<p>15. RECREATION. <i>Would the proposal:</i></p> <p>(a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?</p> <p>(b) Include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?</p>	<p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>A1, A2, A3, A6, A7, A8</p>

Discussion

(a-b) The proposed project will not increase the use in park facilities because it does not likely include residential development. The proposed MX zoning would allow development of residential uses, but due to the size of the site, substantial population growth is unlikely. The project does not include recreational facilities. Any future development will be required to pay all applicable Park and Recreation fees as determined by the Director of Parks and Community Services at the time of building permit issuance. Payment of fees is expected to reduce impacts to recreational facilities to a level of insignificance.

Mitigation

No mitigation is required.

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
<p>16. TRANSPORTATION/ TRAFFIC. <i>Would the project:</i></p> <p>(a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation systems, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle path, and mass transit?</p> <p>(b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the County congestion management agency for designated roads or highways?</p> <p>(c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?</p> <p>(d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous</p>	<p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>A1, A2, A3, A4, A6, A7, A8, A9</p>

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
intersections) or incompatible uses (e.g., farm equipment)?					
(e) Result in inadequate emergency access?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Discussion

(a-b) Due to the size of the site and the existing building, the proposed project is not expected to generate significant traffic trips. Any future development is required to pay all applicable traffic impact fees as determined by the City Engineer at the time of building permit issuance. Payment of traffic fees will ensure that potential traffic impacts are reduced to a level of insignificance.

Due to the size of the site and the existing building, the proposed project will not result in substantial impacts resulting from increased trip generation. The proposed project will not exceed 2,500 Average Daily Trips (ADT) and are therefore not subject to the Vehicle Trip Reduction provisions of the Salinas Zoning Code (Section 37-50.330).

c) The project site is located approximately 2.3 miles northwest of Runway 8-26 of the Salinas Municipal Airport and is not located within the Airport Overlay District. Therefore, the proposed project will not result in a change in air traffic patterns.

(d-e) The project will not substantially increase hazards due to design features or incompatible uses. The proposal will not result in inadequate emergency access.

f) The project will not conflict with adopted policies, plans, or programs supporting alternative transportation. No changes to the existing Monterey Salinas Transit

Issue	Impact				Source <i>(Refer to Section 3: Source List)</i>
	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Impact	
serve the project that it has the adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?					
(f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Discussion

- (a-e) The proposed project is not expected to involve a heavy usage of water and therefore would not discharge significant quantities of water into the wastewater treatment plant (also see Hydrology and Water Quality above).
- (f-g) The proposed project is not expected to generate significant solid waste because there are no products produced with the proposed uses. Disposal of waste generated by future development is not expected to be significant and will be required to comply with federal, state, and local statutes.

Mitigation

No mitigation is required.

Mandatory Findings of Significance	No Impact	Less Than Significant Impact	Potentially Significant Unless Mitigated	Potentially Significant Impact
1. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? <i>("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects).</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. SOURCE LIST

Source	Source Number
City of Salinas:	
<i>Salinas General Plan, 2002.</i>	A1
<i>Salinas General Plan, Final Environmental Impact Report, 2002.</i>	A2
<i>Salinas Zoning Code: <input checked="" type="checkbox"/> Entire Code Section: _____</i>	A3
<i>Traffic Fees - Cost Estimates and Fee Schedule, (Revised: _____).</i>	A4
<i>1989 Historical and Architectural Resources Survey and Preservation Plan - Appendix, 1989.</i>	A5
<i>City of Salinas Grading Standards</i>	A6
<i>City of Salinas Stormwater Ordinance, dated March 2013</i>	A7
<i>City of Salinas General Plan Economic Development Element from EMC Planning Group Incorporated, dated April 2014</i>	A8
<i>Engineer's Report dated November 23, 2015</i>	A9
Monterey Bay Unified Air Pollution Control District:	
<i>CEQA Air Quality Guidelines prepared by the Monterey Bay Unified Air Pollution Control District, dated February 2008</i>	F1
<i>Monterey Bay Unified Air Pollution Control District. Triennial Plan Revision 2009-2011, dated April 17, 2013</i>	F2
State of California:	
<i>Cortese List</i>	L1
Field Inspections:	
<i>By City staff, various dates</i>	M1
Maps/Aerial Photography:	
<i>City's aerial photographs, 2007.</i>	N1
Other:	
<i>Historic Resource Evaluation for 210 Salinas Street from Garavaglia Architects Inc., dated November 30, 2007</i>	O1

Source	Source Number
<i>City Council Staff Report dated March 17, 2015 for the Purchase and Sale of 210 Salinas Street (Old Firehouse)</i>	O2
<i>City of Salinas Downtown Vibrancy Plan, prepared by Kimley-Horn, 2015</i>	O3
<i>Native American Heritage Commission</i>	O4

4. DETERMINATION

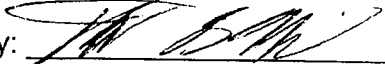
On the basis of this Initial Study:

- I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there **WILL NOT** be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- I find that the proposed project **MAY** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect:
 - (a) Has been adequately analyzed in (*Reference document*) pursuant to applicable legal standards; and
 - (b) Has been addressed by mitigation measures based on the earlier analysis as described in *Section 2: Checklist*, if the effect is a "Potentially Significant Impact" or a Negative Declaration: "Potentially Significant Unless Mitigation Incorporated".

An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.

- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects:
 - (a) Have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and;
 - (b) Have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project.

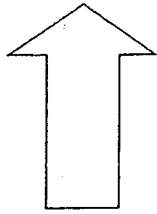
NOTHING FURTHER IS REQUIRED.

Prepared by: 
 Courtney Grossman
 Planning Manager

Dated: 3/17/16

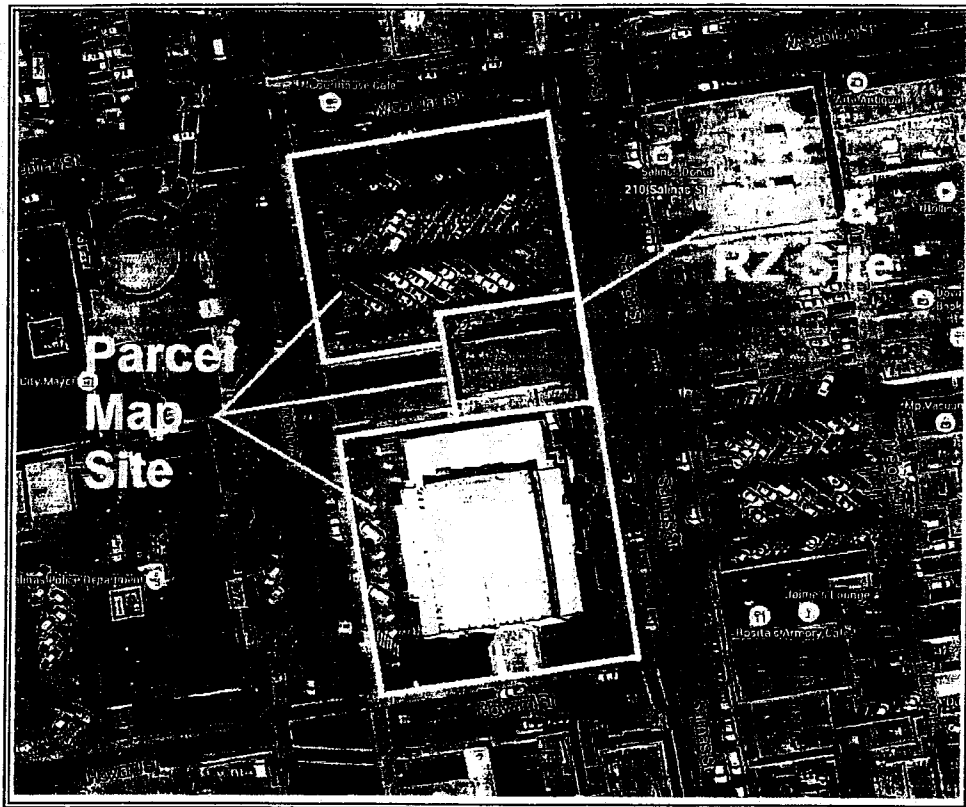
Attachments:

1. Vicinity Map
2. Proposed General Plan Map for 210 Salinas Street
3. Proposed Zoning Map for 210 Salinas Street
4. Parcel Map (Sheet 1 of 3)
5. Parcel Map (Sheet 2 of 3)
6. Parcel Map (Sheet 3 of 3)
7. ALTA/ACSM Land Title Survey (Sheet 1 of 2)
8. ALTA/ACSM Land Title Survey (Sheet 2 of 2)
9. Historic Resources Inventory for 210 Salinas Street from Mr. Kent Seavey dated May 1989
10. Historic Resource Evaluation for 210 Salinas Street from Garavaglia Architects Inc., dated November 30, 2007
11. City Council Staff Report dated March 17, 2015 for the Purchase and Sale of 210 Salinas Street (Old Firehouse), including Resolution 20718
12. Proposed exterior color scheme for 210 Salinas Street
13. Existing Elevations of 210 Salinas Street (Sheet A3.1)
14. Existing Floor Plans of 210 Salinas Street (Sheet A2.1)
15. Existing Exterior Photos of 210 Salinas Street (Sheets P1 – P3)
16. Letter from In-Studio Architecture (ISA) dated February 8, 2016
17. Mitigation Monitoring and Reporting Program
18. Engineer's Report dated November 23, 2015



North

Vicinity Map



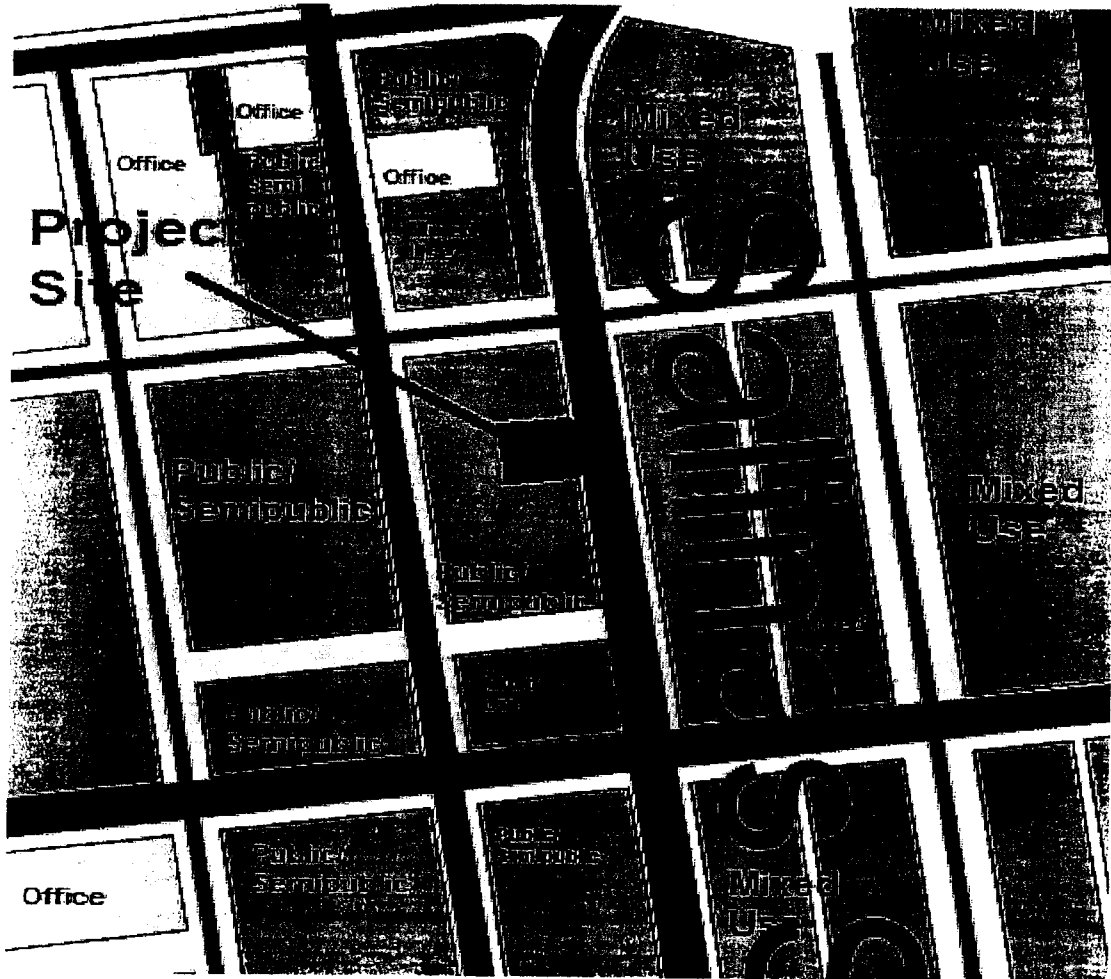
**GENERAL PLAN AMENDMENT 2015-001, REZONE 2015-001, & RESUBDIVISION 2015-002
210 Salinas Street**

Exhibit 1



North

General Plan Amendment Map



General Plan Amendment 2015-001

(Related to Rezone 2015-001 and Resubdivision 2015-002)

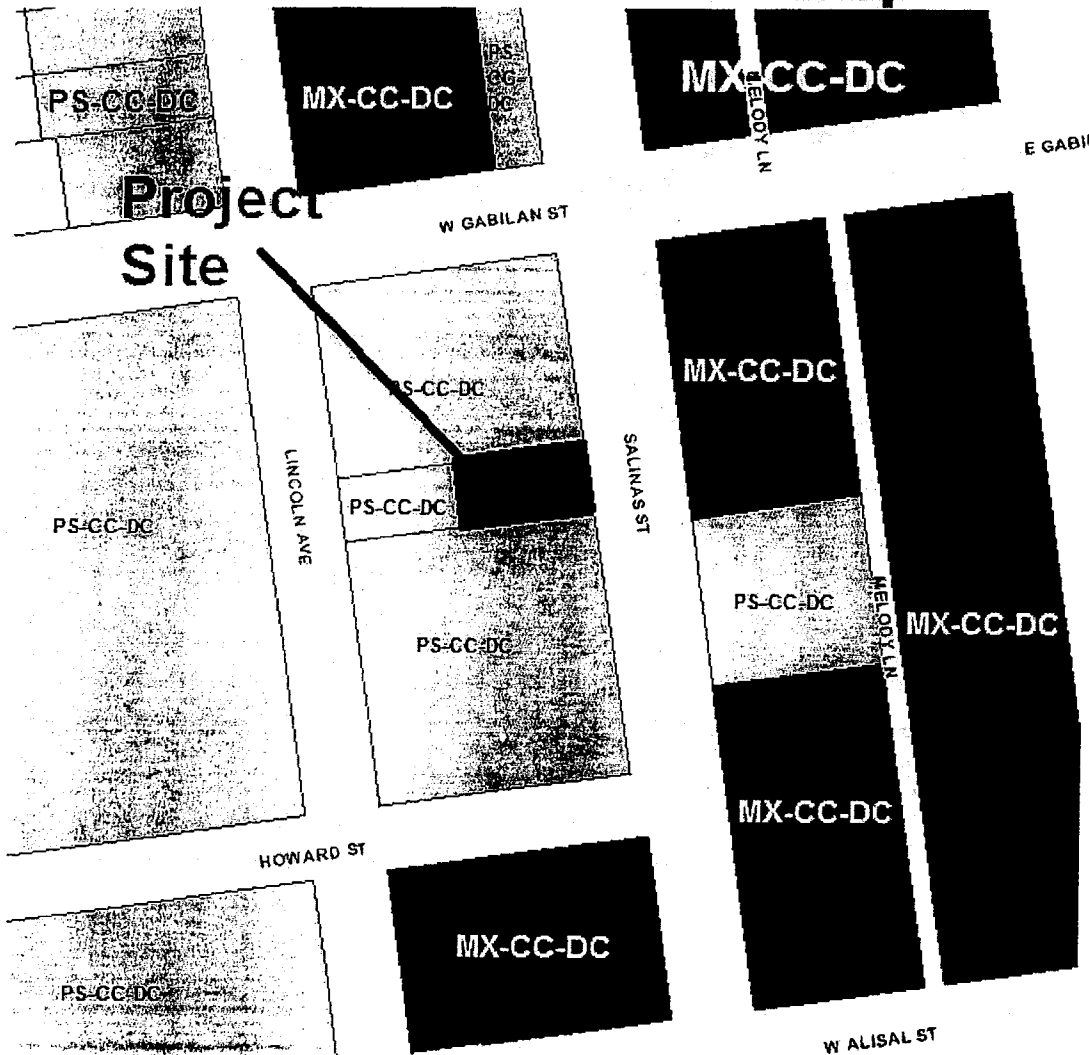
Project Description: Change the General Plan designation of 210 Salinas Street (portion of APNs: 002-244-098-000 and 002-244-099-000) from "Public/Semipublic" to "Mixed Use".

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Exhibit 2



North Rezone Map

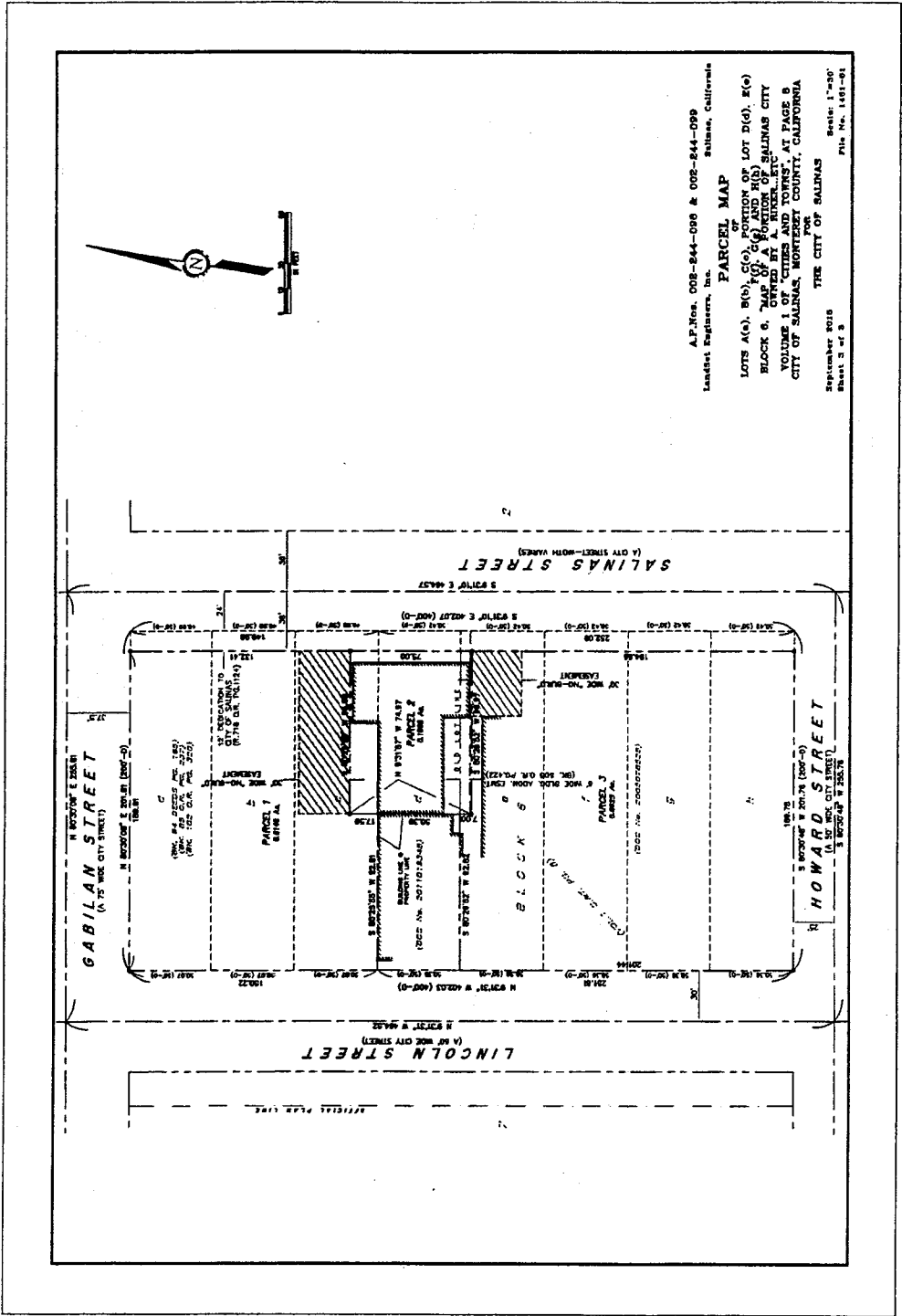


Rezone 2015-001

(Related to General Plan Amendment 2015-001 and Resubdivision 2015-001)

Project Description: Change the Zoning designation of 210 Salinas Street (portion of APNs: 002-244-098-000 and 002-244-099-000) from "Public/Semipublic - Central City Overlay - Downtown Core Overlay Area" (PS-CC-DC) to "Mixed Use - Central City Overlay - Downtown Core Overlay Area" (MX-CC-DC)

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A.P. Nos. 008-244-086 & 002-244-099
 Landest Engineers, Inc. Salinas, California

PARCEL MAP
 of
 LOTS A(G), B(G), C(G), PORTION OF LOT D(G), E(G)
 BLOCK 6, MAP OF A PORTION OF SALINAS CITY
 OWNED BY A. RIVERA, ETC.
 VOLUMES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

HISTORIC RESOURCES INVENTORY

HABS _____ - AER _____ Loc _____ SHL No _____ NR Status _____
 JTM A _____ C _____
 B _____ D _____

13.
14.
15.
16.
17.
18.
19.

IDENTIFICATION

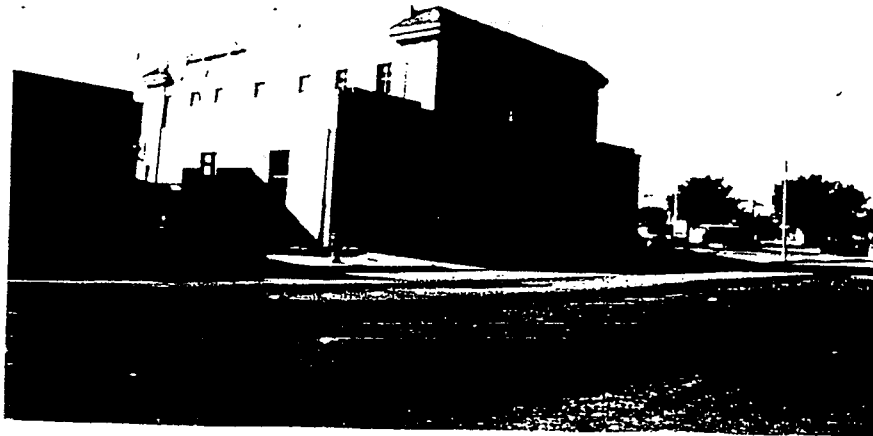
1. Common name: _____
2. Historic name: Salinas Fire Station
3. Street or rural address: 210 Salinas Street
 City Salinas Zip 93901 County Monterey
4. Parcel number: 002-244-98
5. Present Owner: City of Salinas Address: 200 Lincoln Ave.
 City Salinas Zip 93901 Ownership is: Public Private _____
6. Present Use: None Original use: Fire Station

DESCRIPTION

- 7a. Architectural style: Commercial (Classical)
- 7b. Briefly describe the present *physical appearance* of the site or structure and describe any major alterations from its original condition:

This structure is a two story reinforced concrete building typical in design to commercial structures of the 1920's. The original structure is the central two story building containing three large arches which denote garage space for the fire trucks. A pair of multi-paned windows sit above the central arch and two single, multi-paned windows sit above the two outer arches. Decorative concrete circular designs are located at the building ends and between each set of windows. The structure has two wings at either side of the central section; each of these is one story in height. These were added later. A hipped roof parapet caps the facade roofline and a decorative frieze may be seen below it.

20.
21.



8. Construction date: Estimated _____ Factual 1927
9. Architect Storv & DeLance (Watsonville)
10. Builder Fred McCrary
11. Approx. property size (in feet) Frontage 200' Depth 400' or approx. acreage _____
12. Date(s) of enclosed photograph(s) _____

22.

13. Condition: Excellent _____ Good _____ Fair _____ Deteriorated No longer in existence _____
14. Alterations: _____
15. Surroundings: (Check more than one if necessary) Open land _____ Scattered buildings _____ Densely built-up _____
Residential _____ Industrial _____ Commercial Other: _____
16. Threats to site: None known _____ Private development _____ Zoning _____ Vandalism _____
Public Works project Other: _____
17. Is the structure: On its original site? Moved? _____ Unknown? _____
18. Related features: _____

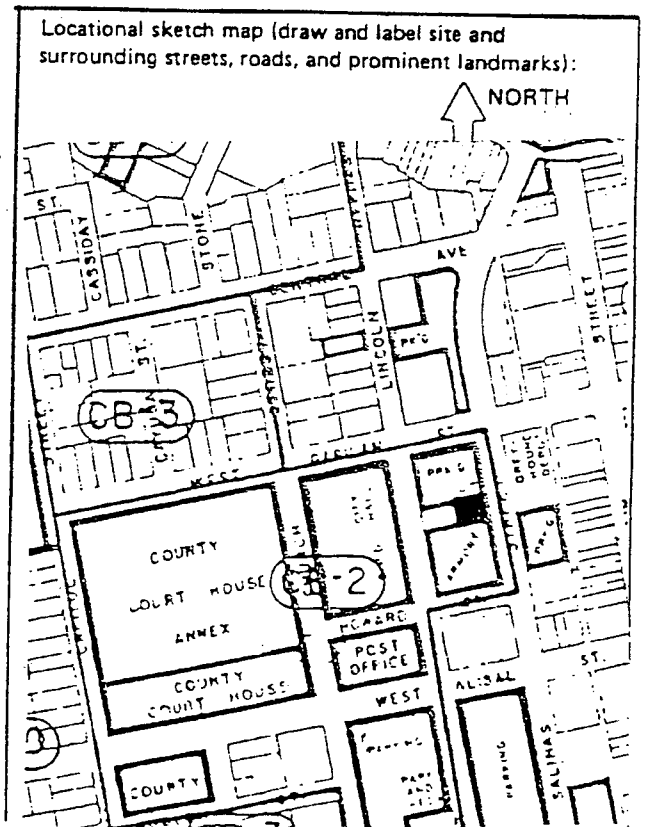
SIGNIFICANCE

19. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)
This structure is significant as a 1920's public building (fire house). It was built in 1927. The two wings were added when the city acquired a "hook and ladder" and needed larger garage space. Designed by architects Story & DeLange of Watsonville, with "classic" detailing, it was constructed by Monterey contractor Fred McCrary for about \$17,000 and was built to meet the needs of a rapidly expanding community. It is a Salinas historic resource under Criterion 4, d.

20. Main theme of the historic resource: (If more than one is checked, number in order of importance.)
Architecture Arts & Leisure _____
Economic/Industrial _____ Exploration/Settlement _____
Government _____ Military _____
Religion _____ Social/Education _____

21. Sources (List books, documents, surveys, personal interviews and their dates).
Interview, Herb Hinrichs, 1985
Peninsula Daily Herald, 9/10/27

22. Date form prepared MAY 9 1990
By (name) Kent L. Scarva
Organization MONTEREY COUNTY
Address: HISTORICAL SOCIETY
City P. O. Box 3576
Phone: Salinas, Ca 92012





GARAVAGLIA • ARCHITECTURE, INC.

November 30, 2007

COMMERCIAL
HISTORIC PRESERVATION
RESIDENTIAL

Frank Aguayo
City of Salinas
200 Lincoln Avenue
Salinas, CA 93901

Project #: 2006073
Re: Historic Resource Evaluation of 210 Salinas Street, Salinas Fire Station - revised draft

The following is a Historic Resource Evaluation of the 1927 Salinas Fire Station located at 210 Salinas Street, Salinas, California. Evaluation for eligibility is limited to criteria for listing on the National Register of Historic Places and the California Register of Historic Places. No local register for historic resources currently exists for the City of Salinas, therefore no local criteria for evaluation are available at this time. Research for the evaluation included review of copies of State of California Department of Parks and Recreation Forms 523A and 523B (DPR forms) for the property, dated May 2, 1989 and very limited additional research conducted by Garavaglia Architecture, Inc.

I. Introduction

The City of Salinas Police Department intends to construct a new police headquarters building on the block bound by Salinas Street, West Gabilan Street, Lincoln Avenue, and Howard Street. This block currently contains a California National Guard Armory, a decommissioned City of Salinas firehouse, the former Salinas Women's Club and a large parking lot. The resource in question for this evaluation is the City of Salinas Firehouse (APN 002244098). This building is located in the middle of the block, extends back to the center of the block and faces Salinas Street, midway between Howard Street and West Cabilan Street. Currently the Firehouse is used to for limited Police Department storage. Most of the building is currently vacant.

Garavaglia Architecture, Inc. was contracted on March 1, 2007 to perform this assessment. The City of Salinas provided historic materials for review. These documents included one (1) historic, drawing dated February 1949 and a permit records search, which returned one permit for reroofing in 2000. Copies of the June 5, 2000 Asbestos Inspection Preliminary Risk Evaluation for the Old Fire House, 210 Salinas Street, prepared by Lee & Pierce, Inc were provided for review. Additionally, Garavaglia Architecture, Inc. was provided with a copy of the DPR forms completed in 1989 as part of a downtown historical resource survey conducted by the Monterey County Historical Society. Limited additional research was conducted at the Monterey County Historical Society on March 1, 2007. Extensive research and context development is outside the scope of this contracted evaluation but is necessary and highly recommended for a more complete evaluation of significance at the local level.

Currently, the City of Salinas Firehouse at 210 Salinas Street is not listed on the California Register of Historic Places but has received a preliminary evaluation of eligibility as a historical resource under National Register status code 4D - May become eligible for the National Register as a contributing property - at the local level.¹ National Register status code 4D was updated to California Register Status Code 7N - Needs to be reevaluated - in 2003. This update in status codes for State evaluation

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MICHAEL A. GARAVAGLIA AIA
PRINCIPAL

¹ DPR form 523b, prepared by Kent Seavey, dated May 2, 1989.

was performed to simplify evaluation for CEQA processes. A new assessment of eligibility is made in this report according to provisions put forth by the State and Federal authorities.

II. Historical Background

A location of the site is included at the end of this document.

Regional Background

The Salinas Valley figures into the early history of California, being included along the route of the Portola expedition. Capitan Portola reached the Salinas Plain in September 1769. When missions were established in Carmel (1770) and at Soledad (1791) the area became widely used for farming and as a trade route between the small settlements. By 1795, the site of present-day Salinas was being used as a cattle ranch for the benefit of the Spanish presidio at Monterey, however it was often attacked by members of the local Ohlone tribe, known as the Ensen. These attacks and the harsh drought of 1795 did little to encourage settlement of the area. It remained sparsely populated for another thirty years.

In 1822, the area came under the control of the Mexican government and after this, interest in settling the area greatly increased. Changes in laws governing the distribution of land allowed for the vast holdings of the missions to be redistributed and owned by private citizens. Trade greatly increased and new settlements began to dot the landscape between the former missions and around the prominent Monterey Presidio. Americans slowly began to appear in the area as well, and set up small trading posts and ranches at the edge of the western frontier. The combination of the 1849 Gold Rush and the inclusion of California into the United States of America in 1851, brought even more settlers to the region. Many of the small cross-roads communities began to grow into proper towns.

Salinas City was laid out in 1868 on adjoining sections of the El Sausal and Rancho Nacional properties. A Southern Pacific depot was soon built at the edge of town and settlers began to arrive. Salinas became the Monterey County seat in 1872 and that decade saw the town's population expand threefold. Agriculture became a dominant economic force throughout the valley and Salinas served as a regional shipping and trade hub. Merchants, banks, schools, courthouses and county and local government offices made it a rather cosmopolitan city compared to the small settlements that continued to dot the surrounding valley and ranchlands. Much of the historic architecture in Salinas dates to these very prosperous days at the end of the 19th century when Salinas was one of the wealthiest cities, per capita, in California.

Growth in the city slowed down in the early decades of the 20th century as the importance of large agricultural enterprises began to dominate the surrounding land. The population began to shift from primarily European or American settlers to Asian, Filipino and Latin American laborers. In general the population became more transient as demand for physical laborers in the fields continued to rise. Even before the Great Depression and Dust Bowl of the 1930s, the area was becoming known for its demand for a seasonal workforce. The plight of these workers was brought into the national spotlight by Salinas native, John Steinbeck, whose writing popularized the daily struggle of the migrant workers and made the Salinas Valley a household name.

During World War II, Salinas became a military town. Camp Ord (later Fort Ord) was created nearby and it became a major training ground for troops going into the Pacific military campaigns. Locally, portions of the City served as a temporary relocation center for thousands of Japanese families living and working in the surrounding fields as they were ordered to evacuate the California coast for resettlement in camps throughout California, Arizona and other western states. Salinas also gained fame during this time for its National Guard Unit's participation in the fight in the Philippines. Many of these young men were killed in the Baatan Death March along with thousands of their fellow soldiers.

After World War II, Salinas continued to be a regional agricultural shipping and trading hub as well as the seat of county government. However, its rate of growth slowed down considerably. It again reached national attention during the migrant worker organization efforts lead by Cesar Chavez in the 1960s. Today, it continues to be driven by agriculture and produces many of the fresh vegetables, particularly lettuce, consumed in the United States. In the last several decades,

the rate of population growth has again begun to rapidly increase as people flee the urban centers to the north and south in search of more affordable housing and a slower pace of life.

The Property

Designed by Watsonville architects Story & Delange and built by local contractor Fred McCrary in 1927, the Mission revival style firehouse originally consisted of the two-story central bay only.² The western one-story bay was added sometime before 1936 and the eastern one-story bay was added between 1936 and 1949.

No other major alterations on the interior or exterior have taken place since the addition was constructed sometime between 1936 and 1949.

The People

The Salinas Fire Department began as several independent volunteer groups starting in 1873. First came the Alisal Hook and Ladder Company (1873), followed by the Salinas Engine Company (1875) and then the Salinas Hose Company (1882). The three joined forces in 1894 to purchase a 3rd class LaFrance steam engine, along with three horses to pull it. Two men were also dedicated to the transportation of the engine around Salinas. The steam engine proved its worth almost immediately when a major fire broke out in downtown Salinas on May 1, 1894.

The early years of the fire department were marked with political strife, both between the companies and with the City of Salinas. After several such bouts, the department was actually disbanded, in protest, and the reinstated. In 1897, the three separate companies were finally officially organized into the Salinas Fire Department. Today the Salinas Fire Department operates out of six stations and includes a training facility, paramedics and hazardous materials team.

III. Description of the Resource

Photographs of the resource are included at the conclusion of this report.

"This structure is a two-story reinforced concrete building typical in design to commercial structures of the 1920s. The original structure is the central two-story building containing three large arches which denote garage space for the fire trucks. A pair of multi-paned windows sit above the central arch and two single, multi-paned windows sit above the two outer arches. Decorative concrete circular designs are located at the building ends and between each set of windows. The structure has two wings at either side of the central section; each of these is one story in height. These were added later. A hipped roof parapet caps the façade roofline and a decorative frieze may be seen below it," (see Figures 2 and 3.)³

IV. Evaluation of Significance: The National Register

The National Register of Historic Places is the official list of properties, structures, districts, and objects significant in American history, architecture, archaeology, engineering, and culture. National Register properties have significance to the prehistory and history of their community, state, or nation.

² There are some differences in construction date. The 1927 date is taken from the DPRa form on file with the Monterey Historical Society and completed in 1989 by Kent Seavey. However, *10,000 Years on the Salinas Plain* states that the firehouse was part of a group of municipal buildings constructed in 1935. Based on style, it seems more likely that the building was constructed in 1927, however none of the sources cited have provided any corroborating evidence.

³ Physical description and defining exterior features are quoted directly from the DPR 523a form on file with the Monterey Historical Society.

Historic Evaluation Criteria

The National Register Criteria for Evaluation is...“the basis for judging a property’s significance for their association with important events or persons, for their importance in design or construction, or for their information potential...” National Register Bulletin 15. The National Register Criteria recognizes the following categories:

- Criterion A; Associative Value: properties significant for their association or linkages to events
- Criterion B; Associative Value: properties significant for their association to persons important to the past
- Criterion C; Design or Construction Value: properties significant as representatives of the fabricated expression of culture or technology
- Criterion D; Information Value: properties significant for their ability to yield important information about prehistory or history

Evaluation of Integrity Criteria

Integrity is the measure by which properties are evaluated. To retain integrity a property must have most of the seven aspects of integrity as defined by the National Register Criteria for Evaluation. The seven aspects of integrity are quoted as follows:

- Location - Location is the place where the historic property was constructed or the place where the historic event occurred.
- Design - Design is the combination of elements that create the form, plan, space, structure, and style of a property.
- Setting - Setting is the physical environment of the historic property.
- Materials - Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration form a historic property.
- Workmanship - Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
- Feeling - Feeling is a property’s expression of the aesthetic or historic sense of a particular period of time.
- Association - Association is the direct link between an important historic event or person and a historic property.

Evaluation of Resource According to the National Register Criteria

Criterion A

No known events or associations with trends of historical significance at the national, state or local levels are known to be associated with or occurred within the building. Therefore, at this time, the building does not appear eligible for the National Register under Criterion A.

Criterion B

No known persons of historical significance at the national, state or local levels are known to be associated with the building. Therefore, at this time, the building does not appear eligible for the National Register under Criterion B.

Criterion C

The building exhibits a remarkably intact, early 20th century municipal design. Its location at the center of Salinas and near the former and current City Hall, indicate that this was an important fire house within the Salinas Fire Department. However, its architectural merit does not rise to the level required for inclusion in the National Register of Historic Places, therefore, it does not appear eligible for listing at this time under Criterion C.

Criterion D

Given the extensive prior development of the site and the surrounding area, it is unlikely that any additional archeological information is contained within the property boundaries of the resource in question. The construction methodologies of the building are also well documented and are unlikely to shed any new light on historical understanding related to

construction methodologies of the period. Therefore, the resource does not appear eligible for the National Register under Criterion D.

V. Evaluation of Significance: The California Register

The criteria for evaluation with regards to the California Register of Historic Places is similar to those established for the National Register. The main difference between the two is the threshold of significance and/or level of integrity required for inclusion. The California register is interpreted more broadly and is more lenient with regards to its evaluation of significance.

Criteria for Evaluation

The California Register of Historic Places is the official list of properties, structures, districts, and objects significant at the local, state or national level. California Register properties must have significance under one of the four following criteria. Properties that are eligible for the National Register are automatically eligible for the California Register.

- 1) Associated with events that have made a significant contribution to broad patterns of local or regional history, or cultural heritage of California or the United States;
- 2) Associated with the lives of persons important to the local, California or national history;
- 3) Embodies the distinctive characteristics of a design-type, period, region, or method of construction, or represents the work of a master, or possesses high artistic value; or
- 4) Yields important information about prehistory or history of the local area, California or the nation.

Evaluation of Resource According to the California Register Criteria

Criterion 1

The Firehouse was reportedly constructed as part of a sizable municipal capital campaign in 1935.⁴ It was one of thirteen municipal projects that year. Given the size and economic situation in Salinas at that time, this represents a significant civic investment. It is unknown how many of the other projects are still extant, or what the natures of these projects were. Further research is required to more firmly establish this context for full evaluation. Until that time, the Firehouse appears to be potentially eligible for the California Register at the local level under Criterion 1.

A final determination of eligibility can be made once additional research is authorized and completed.

Criterion 2

No known persons of historical significance at the national, state or local levels are known to be associated with the building. Therefore, at this time, the building does not appear eligible for the California Register under Criterion 2.

Criterion 3

The building exhibits a remarkably intact, early 20th century municipal design. Its location at the center of Salinas and near the former and current City Hall, indicate that this was an important firehouse within the Salinas Fire Department. Its architectural merit does not rise to the level required for inclusion in the California Register of Historic Places at the State level. However, comparison with other Salinas firehouses from this era is necessary to further determine its architectural context. It appears to be potentially eligible for listing on the California Register at the local level under Criterion 3.

A final determination of eligibility can be made once additional research is authorized and completed.

⁴ Breschini, Gary S., Trudy Haversat and Mona Gudge. *10,000 Years on the Salinas Plain*. Carlsbad, California: Heritage Media Corp. 2000. 108.

Criterion 4

Given the extensive prior development of the site and the surrounding area, it is unlikely that any additional archeological information is contained within the property boundaries of the resource in question. The construction methodologies of the building are also well documented and are unlikely to shed any new light on historical understanding related to construction methodologies of the period. Therefore, the resource does not appear eligible for the California Register under Criterion 4.

VI. Summary

In summary, the Salinas Fire Station is potentially eligible for consideration as a historic resource for the California Register at the local level for its connection to local municipal development trends (Criterion 1) and for its place in the continuum of local municipal architectural design. This makes it a potential historic resource for the purposes of CEQA review. More detailed development of contexts for evaluation is necessary before a final determination of eligibility can be made. It is recommended that further research be conducted to establish the Firehouse's place in the municipal development history of Salinas.

VII. Appendices

Bibliography

Breschini, Gary S., Haversat, Trudy and Mona Gudgel. *10,000 Years on the Salinas Plain: An illustrated History of Salinas City, California*. Carlsbad, California: Heritage Media Corp., 2003.

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Fink, Augusta. *Monterey County: The Dramatic Story of its Past*. San Francisco, California: Western Tanager Press, 1972.

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- - - - *California Department of Parks and Recreation Form 523b 210 Salinas Avenue, Salinas, California*. Unpublished. May 1989

Location Map

Salinas Fire House
210 Salinas Street

MAPQUEST

0 62m
186ft

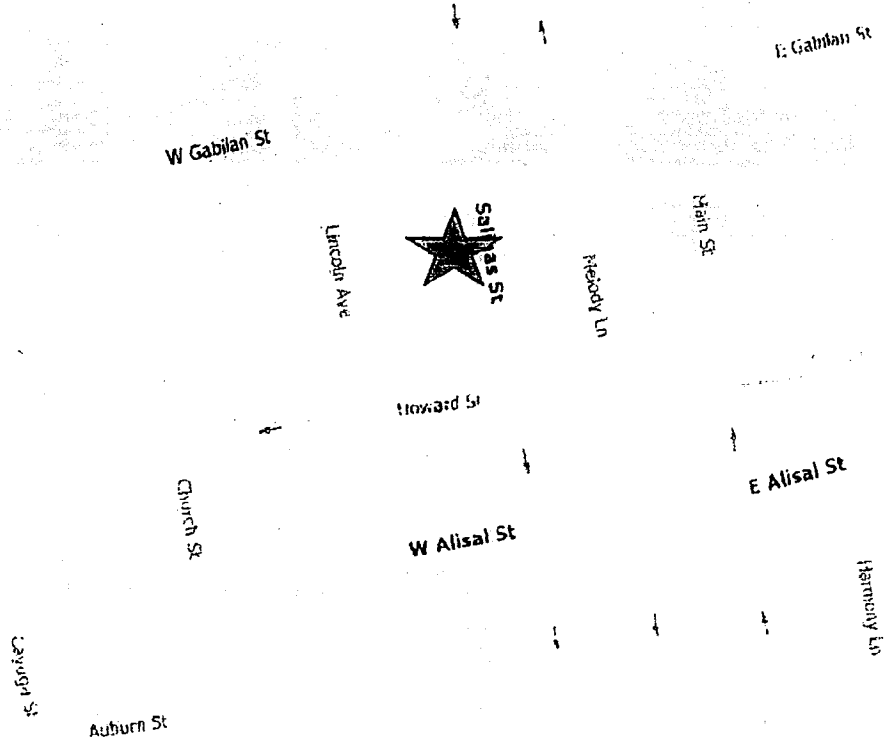


Figure 1. Location map for the project site. The historic resource is indicated with a red star. North is up.

Historic Photograph of the Resource



Figure 2. View of the Fire House from across Salinas Street, dated July 28, 1936. The photo shows the one-story addition to the north. A second, similar addition was completed sometime between 1936 and 1949 on the south side of the building. Photo courtesy of the Monterey County Historical Society, Inc.

Current Photographs of the Resource

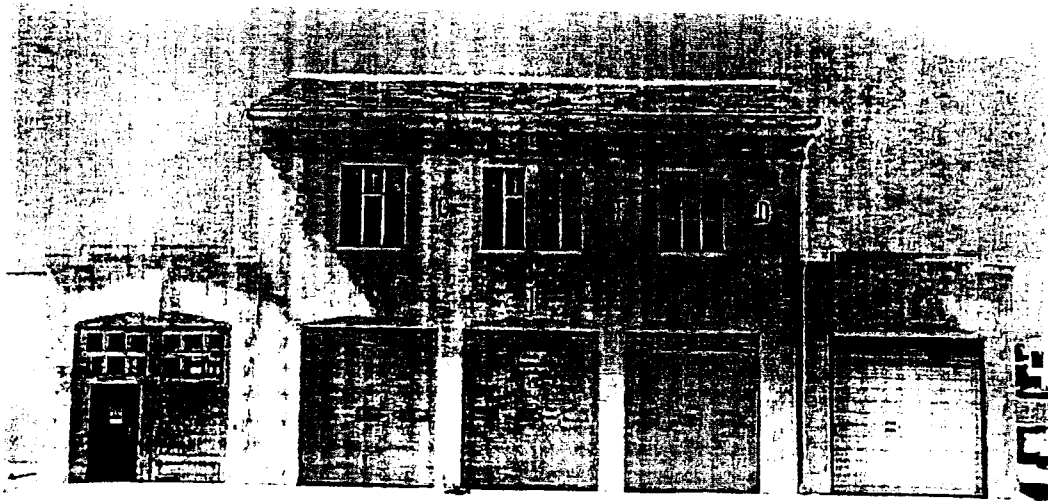


Figure 3. Current exterior photo of the primary façade facing Salinas Street, March 2007. Photo courtesy of City of Salinas.

DPR Forms

California Department of Parks and Recreation forms 523a and 523b for this property are included with this report on the following pages.

PROFESSIONAL QUALIFICATIONS

Michael Garavaglia

Michael Garavaglia is Principal at Garavaglia Architecture, Inc. and has over 25 years of experience in the architectural profession. He has completed a wide variety of projects ranging from large-scale public projects down to small residential remodeling. He is dedicated to providing architectural services that create unique and interesting design solutions, which respect the clients needs, the concerns of the community as well as the project's scheduling and budget requirements.

His commitment to historic preservation issues includes current memberships with the California Preservation Foundation as a board member and Educational Committee Chair, National Trust for Historic Preservation, Association of Preservation Technology including a training course in wood conservation in historic adobe conservation, San Francisco Heritage, National Main Street Center, and the Preservation Action Council of San Jose. He is also a participant in Alameda's West Alameda Business Association's Design Committee and is currently working on design guidelines for that district. Mr. Garavaglia is the past President of the North Beach Chamber of Commerce. He led a subcommittee regarding streetscape improvements for Broadway, the revitalization of Grant (a shopping street), and neighborhood planning and transportation issues.

He has been included in several publications including Northern California Home & Garden, Architectural Record, and the San Francisco Chronicle. He has also been recognized with the 2004 President's Award as Volunteer of the Year. Mr. Garavaglia received his professional Bachelor of Architecture from California State Polytechnic University at San Luis Obispo, which included a special study program in Historic Preservation. He is licensed to practice architecture in California. He is a member of the American Institute of Architects.

Becky Urbano

Becky Urbano is a talented architectural conservator with a solid background in historic preservation, materials investigation and historic documentation. Recognized for laboratory expertise as well as research, leadership and project management skills, her experience includes architectural conservation management plans, existing condition analysis, repair recommendations and documentation, construction specifications and identification of historic resources through field surveys and archival research. She currently exceeds the Secretary of the Interior's Professional Qualification Standards for Architectural History.

Ms. Urbano educational background includes a Masters of Science in Historic Preservation from Columbia University and a Bachelor of Arts in Physics from Middlebury College with Departmental Honors. Ms. Urbano was recently named a Conservation Assessment Program (CAP) Assessor and is currently listed in the national database maintained by Heritage Preservation, the National Institute for Conservation, as a qualified conservator.

HISTORIC RESOURCES INVENTORY

Ser. No. _____
MARS _____ HAER _____ Loc. _____ SHL No. _____ NR Status _____
UTM: A _____ C _____
B _____ D _____

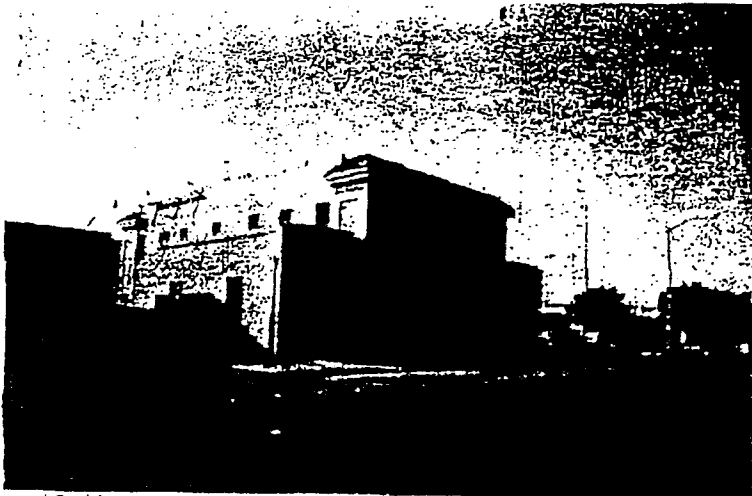
IDENTIFICATION

1. Common name: _____
2. Historic name: Salinas Fire Station
3. Street or rural address: 210 Salinas Street
City Salinas Zip 93901 County Monterey
4. Parcel number: 002-244-98
5. Present Owner: City of Salinas Address: 200 Lincoln Ave.
City Salinas Zip 93901 Ownership is: Public Private _____
6. Present Use: NONE Original use: Fire Station

DESCRIPTION

- 7a. Architectural style: Commercial (Classical)
- 7b. Briefly describe the present physical appearance of the site or structure and describe any major alterations from its original condition:

This structure is a two story reinforced concrete building typical in design to commercial structures of the 1920's. The original structure is the central two story building containing three large arches which denote garage space for the fire trucks. A pair of multi-paned windows sit above the central arch and two single, multi-paned windows sit above the two outer arches. Decorative concrete circular designs are located at the building ends and between each set of windows. The structure has two wings at either side of the central section; each of these is one story in height. These were added later. A hipped roof parapet caps the facade roof-line and a decorative frieze may be seen below it.



8. Construction date: Estimated _____ Factual 1927
9. Architect Stoxy & DeLange
(Watsonville)
10. Builder Fred McCrary
11. Approx. property size (in feet)
Frontage 200' Depth 400'
or approx. acreage _____
12. Date(s) of enclosed photograph(s)
1985

**REPORT TO THE
CITY COUNCIL**
City of Salinas, California

DATE: March 17, 2015

FROM: Ray Corpuz, City Manager
Christopher A. Callihan, City Attorney

SUBJECT: PURCHASE AND SALE OF 210 SALINAS STREET (OLD FIREHOUSE)

RECOMMENDATION:

It is recommended that the City Council approve a resolution authorizing the sale of the Old Firehouse building located at 210 Salinas Street to Taylor Fresh Foods, Inc. ("TFF") and also approving a license agreement authorizing the use of the building pending close of escrow.

DISCUSSION:

On May 6, 2014, the City Council approved a resolution noticing an intent to sell certain City-owned property, including the Old Firehouse building located at 210 Salinas Street. In doing so, the City Council found and determined that the Old Firehouse building was no longer necessary for municipal purposes, thereby qualifying the building for sale. The City received one response to the notice of intent to sell, that response being from TFF which proposed to purchase the building and the adjacent City-owned parking lot. The adjacent parking lot was not included among those City-owned properties offered for sale and since the parking lot is still necessary for municipal purposes (i.e., parking of City employee vehicles, City-owned vehicles, and visitor parking, in addition to having the potential for future revenue-generating development opportunities) the parking lot is not proposed to be included in the sale of the Old Firehouse building.

TFF has offered to purchase the Old Firehouse building for a total price of \$400,000. The City Council's May 6, 2014 resolution noticing its intent to sell the building makes it clear that the City Council has the authority to sell the building provided the sale is found to be in the best interests of the City, regardless of the proposed purchase price. Given the condition of the building and the need for substantial improvements, including the remediation of hazardous building materials, the purchase price is fair and reasonable. And, no other proposals were submitted with offers to purchase the building. Given TFF's commitment to bringing the building back into use and to oldtown in general (as evidenced by the near complete building on the 100 block of Main Street), the proposed sale is in the best interests of the City as it will help support the overall re-vibrancy of the City's downtown and consequently the overall economic well-being of the entire City.

To memorialize the sale of the building, the City and TFF have negotiated a Purchase and Sale Agreement, a copy of which is attached to this Report for reference. The proposed Agreement evidences the total sales price and conditions close of escrow on issuance of all project-level approvals required to enable the transfer of title and change of use in the building. Currently, the building is located on the same parcel of land as the City-owned parking lot. Since the parking lot is not being sold as a part of this transaction, the building and the land on which it sits (which will also be sold as a part of this transaction) must be separated from the parking lot. In addition, planning-level approvals will be required, along with CEQA review, to allow the building to be used for something other than its current public use. All of those approvals will be sought following approval of the Agreement, but before the escrow will close.

To enable TFF to enter the building during this period before closing to make the improvements necessary to bring the building back into use, a license agreement is proposed and is incorporated as an attachment to the Agreement. The license agreement authorizes TFF to enter into the building prior to change in ownership in order to make whatever improvements (upon issuance of all required permits and other approvals) are necessary to bring the building back into use. The license agreement is critical to timely improvement of the building which should be permitted to go forward pending completion of the necessary approvals to complete the change in ownership and change in use.

ISSUE:

Shall the City Council approve a resolution authorizing the sale of the Old Firehouse building located at 210 Salinas Street to Taylor Fresh Foods, Inc. ("TFF") and also approving a license agreement authorizing the use of the building pending close of escrow?

FISCAL IMPACT:

The sale of the Old Firehouse building will generate \$400,000 for the City's General Fund. There will also be positive longer-term fiscal impacts to the City as a result of the building's reuse and re-integration into a vibrant downtown.

TIME CONSIDERATIONS:

Timely approval of the proposed Purchase and Sale Agreement and license agreement is critical to allow sufficient time to complete the necessary improvements to the building and to complete the necessary project-level approvals to complete the transfer of ownership.

ALTERNATIVES:

The City Council could choose not to approve the sale of the Old Firehouse building to TFF.

CITY COUNCIL GOALS:

The sale of the Old Firehouse building to TFF will result in improvements being made to the building and in the building being brought back into reuse and re-integration into the City's

downtown. Reuse of the building and re-integration of the building into the City's downtown is directly supportive of the City Council's efforts on the Downtown Vibrancy Plan and is directly supportive of the City Council's goals of Economic Diversity and Prosperity, Excellent Infrastructure, and Quality of Life. Not approving the sale of the Old Firehouse building as recommended through this Report will result in the building remaining vacant, remaining unused, and remaining unimproved, which is directly contrary to the City Council's efforts toward creating a more-vibrant downtown.

CONCLUSIONS:

The sale of the Old Firehouse building to TFF as proposed in this Report will result in improvements to the building, which will result in the building's reuse and re-integration into the City's downtown. The goal is to have the building improved and returned to use in time for the Forbes Ag-Technology Summit in July. The City Council's timely consideration and approval of the recommended sale of the Old Firehouse is critical to meeting that timeline.

Distribution:
City Council
City Manager
City Attorney
Department Directors

Back Up Pages:
Resolution
Purchase and Sale Agreement

RESOLUTION NO. 20718 (N.C.S.)

**A RESOLUTION AUTHORIZING THE SALE OF THE OLD FIREHOUSE BUILDING
LOCATED AT 210 SALINAS STREET TO TAYLOR FRESH FOODS, INC. AND ALSO
APPROVING A LICENSE AGREEMENT AUTHORIZING USE OF THE BUILDING
PENDING CLOSE OF ESCROW**

WHEREAS, the City is the owner of the real property and improvements located at 210 Salinas Street in the city of Salinas, County of Monterey, State of California, the improvements consisting of a municipal parking lot and a building commonly referred to as the "Old Firehouse"; and

WHEREAS, Article II of Chapter 12 of the Salinas Municipal Code, "Disposition of Property," Section 12-9, consistent with Article XI, Section 8, of the Constitution of the State of California, and pursuant to Sections 3 and 8 of the City's Charter and Government Code section 37351 provide the authority by which the City can dispose of its real property when no longer necessary for municipal purposes; and

WHEREAS, on May 6, 2014, the City Council found and determined that the Old Firehouse building was no longer necessary for municipal purposes and authorized the issuance of a notice of intent to sell; and

WHEREAS, on May 6, 2014, the City Council resolved to sell, exchange or otherwise convey the Old Firehouse based on its sole discretion and determination whether such sale, exchange or conveyance is in the best interests of the City, regardless of the purchase price offered; and

WHEREAS, Taylor Fresh Foods, Inc. ("TFF") has submitted an offer to purchase the Old Firehouse from the City for a purchase price of \$400,000 and the City and TFF have negotiated the terms of a Purchase and Sale Agreement and a license agreement to govern the conveyance of the Old Firehouse by the City to TFF; and

WHEREAS, the City Council desires to (a) accept the proposal submitted by TFF, as subsequently revised through negotiations with City staff relative to the elimination of the City-owned parking lot from the proposed purchase, (b) conditionally approve the Purchase and Sale Agreement for the purchase price provided therein, and (c) approve the license agreement; and

WHEREAS, the City Council finds and determines that the conveyance of the Old Firehouse to TFF will re-establish the use of the Old Firehouse and that such reuse is in the best interests of the City and support the health, welfare, safety, and economic well-being of the City; and

NOW THEREFORE, BE IT RESOLVED that the Council of Salinas does hereby find, resolve, and determine as follows:

Section 1. The foregoing recitals are true and correct and together with the staff report, attachments, information provided by City staff and the public, for the basis for the approvals, findings, resolutions, and determinations set forth below.

Section 2. The City Council hereby finds and determines that the sale of the Old Firehouse pursuant to the terms of the Purchase and Sale Agreement will benefit the residents of the City and promote the health, safety, welfare, and economic well-being of the City and its residents by providing for (a) the payment to the City of the purchase price, (b) the improvement, re-use, and long-term continued operation of the building, and (c) the creation of jobs in the city, including the anticipated creation of new jobs resulting from the re-use of the building.

Section 3. The City Council further finds and determines that the purchase price represents fair compensation for the building, taking into consideration the current condition of the building and the extensive improvements and remediation efforts necessary to bring the building suitable to a condition for reuse.

Section 4. The City Council hereby approves the Purchase and Sale Agreement and the license agreement between the City and TFF in substantially the form submitted herewith, including the various transactions and agreements contemplated therein. The City Council hereby expressly authorizes the City Manager, with the approval of the City Attorney, to make such changes, revisions, and modifications to the Purchase and Sale Agreement and the license agreement as they deem appropriate in furtherance of the transaction described in this Resolution. The Mayor and the City Clerk are hereby authorized to execute and to attest the Agreement, as so modified by the City Manager and the City Attorney. The City Manager is authorized to implement the Agreements and take all further actions and execute all documents referenced therein and/or necessary and appropriate to accomplish the transaction contemplated by the Agreement. The City Manager (or his duly authorized representative) is hereby authorized to the extent necessary during the implementation of the Purchase and Sale Agreement and the license agreement to make technical or minor changes and interpretations thereto after execution, as necessary to properly implement Agreement; provided, however, the purchase price shall not be decreased. The City Manager, City Attorney, Mayor and City Clerk are further authorized, on behalf of the City, to sign and attest all other documents necessary or appropriate to carry out and implement the Purchase and Sale Agreement and the license agreement, including causing the issuance of warrants in implementation thereof, and to administer the City's obligations, responsibilities and duties to be performed thereunder.

Section 5. The City Council finds and determines that the approvals set forth in this Resolution are exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). CEQA Guidelines Section 15061(b)(3) includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed actions and this matter have no potential to cause any effect on the environment this matter is not subject to CEQA.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 17th day of March 2015, by the following vote:


AYES: Councilmembers: Barrera, Castañeda, Craig, De La Rosa, Lutes, McShane and Mayor Gunter

NOES: None

ABSTAIN: None

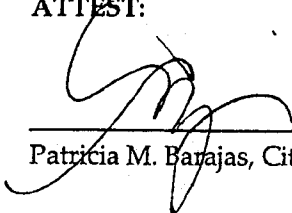
ABSENT: None

APPROVED:



Joe Gunter, Mayor

ATTEST:



Patricia M. Barajas, City Clerk

**PURCHASE AND SALE AGREEMENT
(210 SALINAS STREET—SALINAS FIREHOUSE ONE)**

This Purchase and Sale Agreement ("Agreement") is dated as of March 17, 2015 ("Effective Date"), and it being entered into by and between the City of Salinas, a California charter city and municipal corporation hereinafter referred to as "City", and Taylor Fresh Foods, Inc. a Delaware Corporation hereinafter referred to as "Buyer", for the acquisition by Buyer of certain real property described below.

RECITALS

A. The City is the owner in fee of that certain real property consisting of approximately 33,386 square feet of land (inclusive of the parking lot and a building) generally located at 210 Salinas Street in the City of Salinas, County of Monterey, State of California ("Property").

B. The Property is improved with an approximately 7,800 square foot building.

C. Concurrently with the Closing (defined below), City is selling the Old Firehouse and the land on which it is situated, all of which is located at the Property ("Old Firehouse"), which is more particularly shown and described on the attached Attachment A, to the Buyer (or an affiliate of the Buyer) for purchase price of not less than \$400,000.00 (Four Hundred Thousand Dollars) ("Old Firehouse Purchase Price").

D. The City has authority to convey the Old Firehouse to the Buyer pursuant to the City's Charter and Government Code section 37351, et seq. The City Council, in approving this Agreement, finds and determines, among other things, that the Old Firehouse Building is no longer needed for municipal purposes and that the sale of the Old Firehouse Building pursuant to the terms of this Agreement will benefit the residents of the City and promote the health, safety, and welfare of such residents by (1) providing for the payment to the City of the Old Firehouse Purchase Price, (2) the rehabilitation and re-use of a long-neglected building in the City's downtown area, and (3) the creation and retention of jobs in the City as a result of the transaction contemplated by this Agreement, including the Buyer's operations at the Old Firehouse.

E. The City Council finds and determines that the sale of the Old Firehouse, as set forth in this Agreement, is in the best interests of the City.

NOW, THEREFORE, City and Buyer agree as follows;

1. **Agreement to Sell and to Purchase.** City agrees to sell the Old Firehouse to Buyer and Buyer agrees to purchase the Old Firehouse from City upon the terms and for the consideration set forth in this Agreement.

2. **Purchase Price.** The purchase price of the Old Firehouse is Four Hundred Thousand Dollars (\$400,000.00) to be paid in cash to the City by the Buyer at the Close of Escrow.

3. **Opening Escrow.** To accomplish the purchase and the transfer of the Old Firehouse from the City to the Buyer, the City and Buyer shall establish an escrow with the Salinas, California escrow office of Chicago Title, or such other title company mutually selected by City and Buyer (the "Escrow Holder"). The City and the Buyer shall execute and deliver to all written instructions to the Escrow Holder to accomplish the terms hereof, which instructions shall be consistent with this Agreement.

4. **Close of Escrow.** The Close of Escrow shall occur no later than the date thirty (30) days after all of the following conditions shall be established, prior to or concurrently with, and as conditions of, the Close of Escrow:

4.1. The Buyer shall have executed and delivered to the City or the Escrow Holder all documents and instruments required to be executed and delivered, all in form and substance satisfactory to both Buyer and the City, and shall have submitted full payment of the Old Firehouse Purchase Price.

4.2. The City and the Buyer shall have entered into a license agreement, substantially in the form of the attached hereto as Attachment B.

4.3. The City shall process, at its sole expense, to completion all of the City approvals ("Government Approval") required in order for the Buyer to conduct business at the Old Firehouse including, but not limited to, all Planning-level approvals (General Plan Amendment, Re-Zoning, parcel map, CEQA-review, Conditional Use Permit, Site Plan Review). The Buyer agrees to comply with all mitigation measures or other conditions of approval, if any, as set forth in the Government Approvals.

4.4. There shall exist no condition, event or act which would constitute a breach or default under this Agreement which upon the giving of notice or the passage of time, or both, would constitute such a breach or default.

4.5. All representations and warranties of the parties contained herein shall be true and correct as of the Close of Escrow.

4.6. Buyer shall have a reasonable amount of time to perform any inspections that it deems necessary or advisable regarding the Property, including, without limitation, performing a Phase I environmental analysis on the Old Firehouse and surrounding property. The results of said inspections must be acceptable to Buyer in its sole discretion. Any and all expenses incurred relating to inspecting the Property by Buyer shall be borne by Buyer.

4.7. The City shall pay for any and all costs related to surveying the Property and properly establishing the legal separation of the Old Firehouse from the Property including, without limitation, surveying costs and adjusting legal descriptions.

4.8. Ad valorem taxes, if any, shall be prorated as of the date of conveyance of the Old Firehouse from the City to the Buyer. Buyer and the City shall each pay half of the cost of title insurance, transfer tax, Escrow Holder document preparation, recordation fees, premiums of owners and lenders title insurance and the escrow fees of the Escrow Holder, if any, and any additional costs to close the escrow. The costs borne by Buyer are in addition to the Old Firehouse Purchase Price for the Old Firehouse.

5. **Conveyance of Title and Possession.** City agrees to convey by Grant Deed (in substantially the form shown on the attached Attachment C) to Buyer all of City's title and interest in and to the Old Firehouse. Notwithstanding anything to the contrary set forth herein, the City makes no representation or warranty regarding title to the Old Firehouse or the removal of any Exceptions from title to the Old Firehouse. Further, City has no obligation to provide title to the Property clear of encumbrances and shall not incur any liability for title defects unless City expressly agrees to remove one or more encumbrances pursuant to this Section; however, Buyer shall not be obligated to accept title to the Property unless it is conveyed free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, taxes and other title or survey matters ("Exceptions") except such matters which are acceptable to the Buyer, in Buyer's sole discretion, following Buyer's review of a title report to be provided by the City.

6. **Title Insurance Policy.** Escrow Holder shall, following recording of the Deed, provide Buyer with a standard owner's CLTA (or extended coverage ALTA, at the request of Buyer) policy of title insurance in the amount of the Purchase Price, issued by the Title Company, together with any endorsements and additional coverage reasonably requested by Buyer, showing fee simple title to the Property vested in Buyer, subject only to the Exceptions set forth in Section 5 approved by Buyer and the printed exceptions and stipulations in the policy. Title charges shall be paid by the Buyer.

7. **Condition of Old Firehouse.**

7.1. "As Is Purchase". Prior to the Effective Date, the Buyer was provided the opportunity to investigate the Old Firehouse and has approved the physical condition thereof. The Buyer specifically acknowledges and agrees that the City is selling and the Buyer is buying the Old Firehouse on an "AS IT WITH ALL FAULTS" basis and that the Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from the City as to any matters concerning the Old Firehouse, including without limitation (1) the quality, nature, adequacy, and physical condition of the property (including, without limitation, topography, climate, air, water rights, water, gas electricity, utility services, grading, drainage, sewers, access to public roads and related conditions); (2) the quality, nature, adequacy, and

physical condition of soils, geology, and groundwater; (3) the existence, quality, nature, adequacy, and physical condition of utilities serving the Old Firehouse; (4) the development potential of the Old Firehouse, and its use, habitability, merchantability, or fitness, suitability, value or adequacy of the property for any particular purpose; (5) the zoning or other legal status of the Old Firehouse or any other public or private restrictions on the use of the Old Firehouse; (6) the compliance of the Old Firehouse or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (7) the presence or absence of hazardous materials on, under or about the Old Firehouse or the adjoining and neighboring properties; and (8) the condition of title to the Old Firehouse.

The Buyer affirms that it has not relied on the skill or the judgment of the City or any of its respective agents, employees or contractors to select or furnish the Old Firehouse for any particular purpose, and that the City makes no warranty that the Old Firehouse is fit for any particular purpose. The Buyer acknowledges that it shall use its independent judgment and make its own determination as to the scope and the breadth of its due diligence investigation which investigation of the physical, environmental, economic, and legal condition of the Old Firehouse (including, without limitation, whether the Old Firehouse is located in an area which is designated as a special flood hazard area, dam failure inundation area, earthquake fault zone, seismic hazard zone, high fire severity area or wildland fire area, by any federal, state or local entity). The Buyer undertakes and assumes all risks associated with all matters pertaining to the Old Firehouse's location in any area designated as a special flood hazard area, dam inundation area, earthquake fault zone, seismic hazard zone, high fire severity area or wildland fire area, by any federal, state or local entity.

7.2. Survival. The terms and the conditions of this section 7 shall expressly survive the Close of Escrow, shall not merge with the provisions of the Grant Deed, or any other closing documents and shall be deemed to be incorporated by reference into the Grant Deed. The City is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Old Firehouse furnished by any contractor, agent, employee, servant or other person. The Buyer acknowledges that the Purchase Price reflects the "as is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Old Firehouse. The Buyer has fully reviewed the disclaimers and waivers set forth in this Agreement with the Buyer's counsel and understands the significance and effect thereof.

7.3. Acknowledgement. The Buyer acknowledges and agrees that (i) to the extent required to be operative, the disclaimers of warranties contained in this section are "conspicuous" disclaimers for purposes of all applicable laws and other legal requirements, and (ii) the disclaimers and other agreements set forth in such sections are an integral part of this Agreement, that the Purchase Price has been adjusted to reflect the same and that the City would not have agreed to sell the Old Firehouse to the Buyer for the Purchase Price without the disclaimers and other agreements set forth in this section.

7.4. Buyer's Release of the City. The Buyer, on behalf of itself and anyone claiming by, through or under the Buyer, hereby waives its right to recover from and fully and irrevocably releases the City and its Council members, employees, officers, directors, representatives and agents ("Released Parties") from any and all claims, responsibility and/or liability that the Buyer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Old Firehouse, or its suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials (as hereinafter defined), and (iii) any information furnished by the Released Parties under or in connection with this Agreement.

7.5. Scope of Release. The release set forth in section 7.4 hereof includes claims of which the Buyer is presently unaware or which the Buyer does not presently suspect to exist which, if known by the Buyer, would materially affect the Buyer's release of the Released Parties. The Buyer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Buyer agrees, represents and warrants that the Buyer realizes and acknowledges that factual matters now unknown to the Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses which are presently unknown, unanticipated and unsuspected, and the Buyer further agrees, represents, and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Buyer nevertheless hereby intends to release, discharge, and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses. Accordingly, the Buyer, on behalf of itself and anyone claiming by, through or under the Buyer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Buyer or anyone claiming by, through or under the Buyer, may have under Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with debtor."

Notwithstanding the foregoing, this release shall not apply to, nor shall the City be released from, the City's actual fraud or misrepresentation.

8. Hazardous Materials. As used in this Agreement, the term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes, regulated by any local governmental authority, the County of Monterey, the State of California, any regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed

pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) methyl tertiary butyl ether, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

8.1. Compliance with Laws. The Buyer hereby covenants and agrees to comply with all Hazardous Materials laws applicable to it.

8.2. Indemnity. Without limiting the generality of the indemnification set forth elsewhere in this Agreement, the Buyer hereby agrees to indemnify, protect, and hold harmless (by counsel reasonably satisfactory to the City) the City and its City Council, officers, and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney fees and expenses), arising directly or indirectly, in whole or in part, out of the failure of Buyer or any other person or entity to comply with the Hazardous Materials laws. The foregoing indemnity shall further apply to any residual contamination on or under the Old Firehouse, including but not limited to the presence of lead-based paint or asbestos, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal or any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials laws. The provisions of this subsection shall survive expiration or termination of this Agreement, and shall remain in full force and effect.

8.3. No Limitation. The Buyer hereby acknowledges and agrees that the Buyer's duties, obligations, and liabilities under this Agreement, including, without limitation, under sections 8.1 and 8.2 above, are in no way limited or otherwise affected by any information the City may have concerning the Old Firehouse and/or the presence within the Old Firehouse of any Hazardous Materials, whether the City obtained such information from the Buyer or from its own investigations.

9. Historic Nature of the Old Firehouse. Buyer understands and acknowledges that the Old Firehouse has been determined to be potentially eligible for consideration as an historic resource for the California Register at the local level for its connection to local municipal development trends and for its place in the continuum of local municipal architectural design.

10. Right of Entry; License Agreement. Notwithstanding the conditions to closing set forth in Section 4, above, upon both parties execution of this Agreement and a License Agreement in substantially the form as that attached as Attachment B which shall grant the Buyer the right to enter upon the City-owned parcel at 210 Salinas Street and enter into the Old Firehouse for purposes of constructing improvements to the Old Firehouse, including demolition activities on the interior of the Old Firehouse. Prior to commencing any demolition or construction activities on or about the Old Firehouse, the Buyer shall be first obtain all required permits and approvals including, but not limited to, demolition and building permits. The City's execution of this Agreement is no way limits the discretion of the City in the permit and approval process in connection with the improvement of the Old Firehouse.

11. Provision Not Merged with Deeds. Unless otherwise specifically set forth herein, none of the provisions of this Agreement are intended to or shall be merged by any grant deed transferring title to any real property which is the subject of this Agreement from City to Buyer or any successor in interest, and any such grant deed shall not be deemed to affect or to impair the provisions and the covenants of this Agreement.

12. Brokers. City and Buyer each represent to the other than no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Each party agrees to and does hereby indemnify and hold the other free and harmless from any against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with this Agreement.

13. Waiver, Consent, and Remedies. Each provision of this Agreement to be performed by Buyer and City shall be deemed both a covenant and a condition and shall be a material consideration for City's and Buyer's performance hereunder, as appropriate, and any breach thereof by Buyer or City shall be deemed a material default hereunder by such breaching party. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements

contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other.

14. Attorney's Fees. In the event any declaratory or other legal or equitable action is instituted between City, Buyer and/or Escrow Holder in connection with this Agreement then, as between Buyer and City, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs, reasonable attorneys' fees, expert witness fees, and all fees, costs and expenses incurred on any appeal or in collection of any judgment.

15. Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party, or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, or delivered through another reasonably acceptable method, and addressed to the party for whom intended, as follows:

If to City: City of Salinas
 200 Lincoln Avenue
 Salinas, California 93901
 Attn: City Manager

With a Copy to: City of Salinas
 200 Lincoln Avenue
 Salinas, California 93901
 Attn: City Attorney

If to Buyer: Taylor Fresh Foods, Inc.
 911-B Blanco Circle
 Salinas, California 93901
 Attn: John Mazzei

16. Gender and Number. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

17. Entire Agreement. This Agreement and its attachments constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

18. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

19. Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California.

20. Counterparts. This Agreement may be executed in counterparts, each of which when executed shall, regardless of the date of its execution and delivery, be deemed an original, and all counterparts together shall constitute one and the same instrument.

21. Invalidity of Provision. If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

22. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Buyer and City.

23. Time of Essence. Time is of the essence of each provision of this Agreement.

24. Survival. All agreements, representations and warranties contained herein shall survive the Closing.

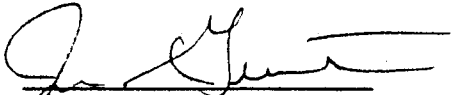
25. Binding Upon Successors. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.

26. Parties no Co-Venturers. Nothing in this Agreement is intended to or does establish the parties as partners, co-venturers or principal and agent with one another.

27. Action by the City. Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, request, waiver or other action by the City is required or permitted under this Agreement, such action may be given, made or taken by the City Manager or by any person who shall have been designated in writing to the Buyer by the City Manager without further approval by the City Council. Any such action shall be in writing.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF SALINAS



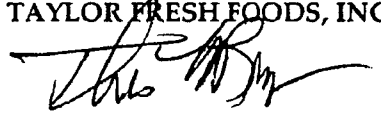
Joe Gunter, Mayor

APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney

TAYLOR FRESH FOODS, INC.



Thomas M. Bryan
CFO

ATTACHMENT A

Legal Description

(to be prepared and provided following approval of the parcel map)

ATTACHMENT B

LICENSE AGREEMENT

Old Firehouse—210 Salinas Street

This License Agreement is made and entered into this 17th day of March, 2015, by and between the City of Salinas, a California charter city and municipal corporation hereinafter called "the City," and Taylor Fresh Foods, Inc., a Delaware corporation hereinafter referred to as "Taylor."

RECITALS

WHEREAS, the City is the owner of that real property and improvements located at 210 Salinas Street in the city of Salinas, State of California, County of Monterey (the "Property");

WHEREAS, the Property is improved with a parking lot used by the City for employee, fleet, and customer parking and with a building commonly referred to as the "Old Firehouse", all of which is more particularly shown on Attachment A, attached hereto and incorporated herein by reference; and

WHEREAS, Taylor desires to purchase the Old Firehouse from the City and the City desires to sell the Old Firehouse to Taylor and the City and Taylor have entered into a Purchase and Sale Agreement to complete the transfer of ownership of the Old Firehouse from the City to Taylor; and

WHEREAS, before the purchase and sale of the Old Firehouse can be completed, several government approvals ("Government Approvals") must be obtained including, without limitation, a parcel map to delineate the boundaries of the land on which the Old Firehouse sits and which will be sold along with the Old Firehouse to Taylor by the City. Upon receipt of all the Government Approvals and the other terms and conditions of the Close of Escrow as set forth in the Purchase and Sale Agreement, title to the Old Firehouse shall transfer to Taylor from the City; and

WHEREAS, Taylor desires to obtain a temporary license during the period of time the Government Approvals are being sought to improve the Old Firehouse and to make it suitable for use.

NOW THEREFORE, this License Agreement is entered into upon the following terms and conditions:

TERMS

1. **Grant of License.** The City hereby grants to Taylor an exclusive, temporary license to enter upon the Property and into the Old Firehouse for the purpose of making improvements to the Old Firehouse to make it suitable for use.

2. **Purpose of License; Use of Licensed Property.** The sole purpose of this License Agreement is to allow Taylor the right to enter upon the Property and into the Old Firehouse to make improvements to the Old Firehouse to make it suitable for use. Neither the Property nor the Old Firehouse shall be put to any other use by Taylor, or any of its sublicensees, officers, employees, agents or representatives or any of their officers, employees, agents or representatives. Neither Taylor, nor any of its sublicensees, officers, employees, agents or representatives nor any of their officers, employees, agents or representatives shall enter upon or use the Property or the Old Firehouse in other than a careful and proper manner and will adequately maintain the Old Firehouse in a clean and safe condition, making any and all replacements and repairs necessary during the term of this license to keep the Old Firehouse in a clean and safe condition. Taylor covenants and agrees that it shall never at any time suffer, permit or allow any nuisance to be maintained upon all or any part of the Property or the Old Firehouse nor any mechanic's, materialmen's or laborer's liens to attach to either.

3. **Term.** The term of this License Agreement shall commence on March 17, 2015, and terminate upon the Close of Escrow as defined in the Purchase and Sale Agreement.

4. **Consideration.** Consideration for this License Agreement is Taylor's full and timely compliance with the terms, conditions, and restrictions set forth in the Purchase and Sale Agreement and this License Agreement.

5. **Condition of Property.** The Old Firehouse is licensed to Taylor on an "As-Is With

All Faults" basis and the City has no obligation for maintenance, repair, improvement, remediation or alteration of or to the Old Firehouse either before or during the term of this license.

6. Laws and Ordinances. In the exercise of any privilege granted by this license, Taylor shall comply with all applicable federal, state, and local laws. Included within this obligation is compliance with all NPDES regulations and all other applicable storm water management and control regulations whether in effect now or which may later come into effect during the term of this license.

7. Indemnification. Taylor shall indemnify, defend, and hold the City and its officers, employees, agents, and representatives harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause in connection with the City's grant of this license and Taylor and any of its sublicensees, officers, employees, agents or representatives' use or occupancy of the Old Firehouse pursuant to such license, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees, agents or representatives. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages and shall survive the expiration or the earlier termination of this License Agreement.

8. Insurance. Taylor shall, at its own cost and expense, throughout the term of this License Agreement or any extension hereof, furnish and provide to the City public liability and property damage insurance issued by an insurance company authorized to transact such business in the State of California, protecting the City of Salinas, its officers, agents, employees, and representatives from any and all loss or damage arising out of the use or occupancy of the Old Firehouse by Taylor and naming the same as additional insured by endorsement. The insurance required under this License Agreement shall be maintained in at least the following minimum limits:

General Liability	
General Aggregate	\$2,000,000

Combined Single Limit per Occurrence	\$1,000,000
Property Damage	\$400,000

All insurance companies affording coverage shall provide thirty (30) day written notice by certified or registered mail to the City should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.

9. Hazardous Materials. Taylor shall not use any portion of the Old Firehouse for the storage or use of flammable or hazardous materials. Taylor shall be solely responsible for the clean-up and remediation of any spill or discharge or any hazardous materials as the same are defined in the Purchase and Sale Agreement that Taylor caused to be present or manifest itself on the Property. As required by law, Taylor shall immediately notify the City in writing of any material release of hazardous materials.

10. Notices.

City of Salinas

Taylor Fresh Foods

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

Taylor Fresh Foods, Inc.
911-Blanco Circle
Salinas, CA 93901

With a Copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

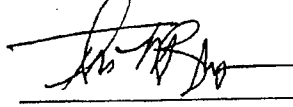
IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as of the date first written above.

CITY OF SALINAS

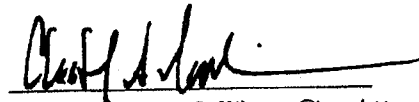


Ray Corpuz, City Manager

TAYLOR FRESH FOODS, INC.



APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney

ATTACHMENT C

RECORDING REQUESTED BY

City Clerk
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:

EXEMPT FROM RECORDER'S FEES
Pursuant to Government Code §6103

(ABOVE SPACE FOR RECORDER'S USE
ONLY)

* This Instrument is exempt from payment of Documentary Transfer Tax pursuant to Section 11922 of the Revenue and Taxation Code, as amended.

QUITCLAIM DEED

For valuable consideration, **CITY OF SALINAS**, a California municipal corporation and charter city ("**Grantor**"), does hereby **REMISE, RELEASE AND FOREVER QUITCLAIM** to **TAYLOR FRESH FOODS, INC.**, all of the right, title and interest of Grantor in and to that certain real property situated in the City of Salinas, County of Monterey, State of California, more particularly described on Attachment No. 1 attached hereto and incorporated herein by this reference.

Dated this ____ day of _____, 20__.

CITY:

CITY OF SALINAS, a California municipal corporation and charter city

By: _____
Ray Corpuz, City Manager

ATTEST:

Patricia M. Barajas, City Clerk

ATTACHMENT NO. 1 TO QUITCLAIM DEED

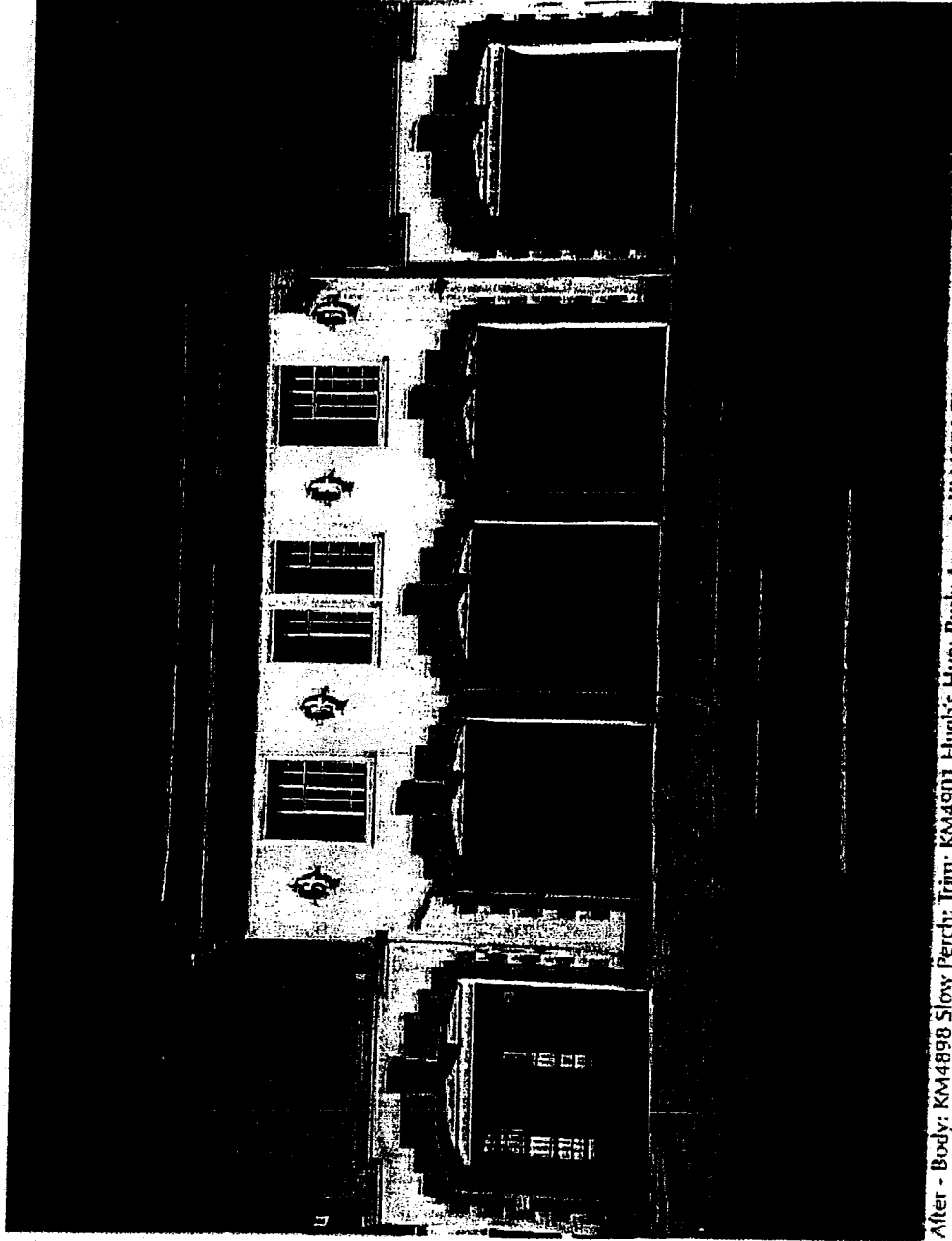
Legal Description of the Land

[To be inserted]

SCFD STATION 1



Before



After - Body: KM4898 Slow Perch; Trim: KM4901 Hugh's Hue; Body Accent: KM4903 Zinc Dust; Accent: 159 Sequoia Redwood
Scheme 5

Exhibit 12

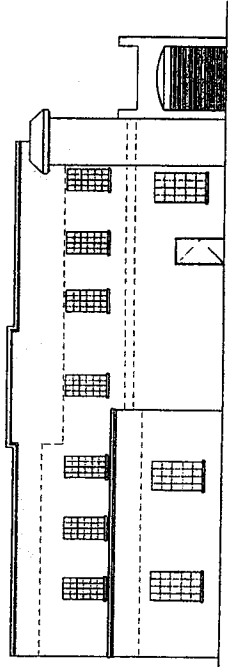


KELLY MOORE
PAINTS

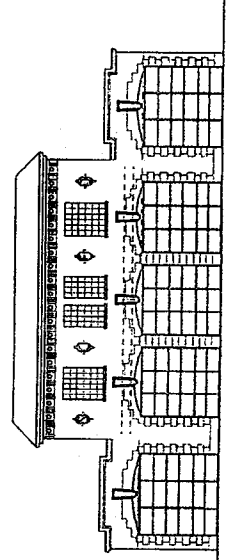
These color renderings have been matched as closely as possible to the actual color sample; however, lighting conditions can affect the presentation. Please refer to actual color samples. Critical color matches should be applied to the building, allowed to dry, and checked before proceeding with the entire job.

GENERAL NOTES
 1. REFER TO ALL OTHER SHEETS IN THIS SET.

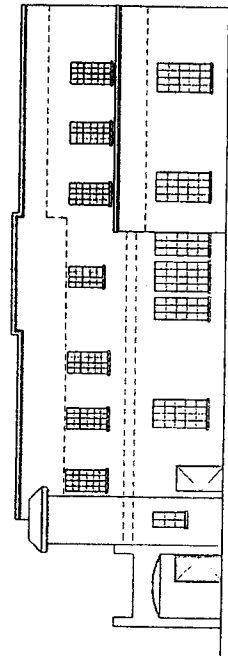
KEYED NOTES
 A1
 A2



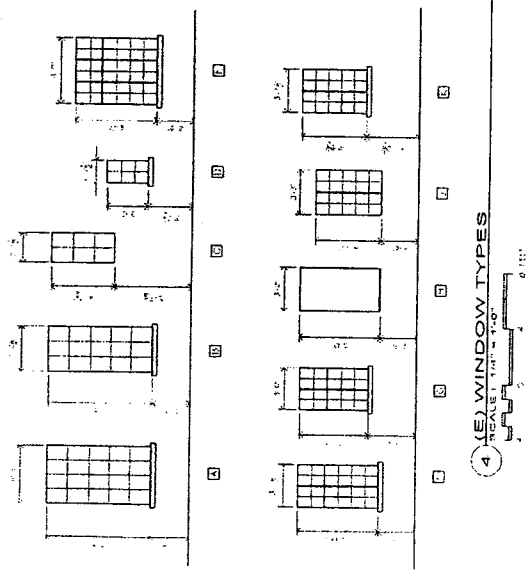
3 SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"



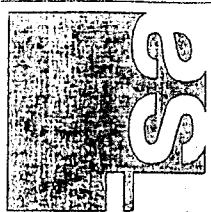
2 EAST ELEVATION
 SCALE: 1/8" = 1'-0"



1 NORTH ELEVATION
 SCALE: 1/8" = 1'-0"



4 EX WINDOW TYPES
 SCALE: 1/4" = 1'-0"



IN STUDIO ARCHITECTURE
 230 IRVING STREET
 SALINAS, CA 93901
 831.320.2855

DATE: _____

CLIENT
TAYLOR FARMS

PROJECT
**FIRE STATION
 NO. 1**

210 SALINAS STREET
 SALINAS, CA 93901

SHEET

**(E) EXTERIOR
 ELEVATIONS**

PROJECT NUMBER: 1606
 ISSUED: 01-19-2014
 DRAWN BY: J.V.
 CHECKED BY: _____
 FILE NAME: _____

A3.1

February 8, 2016

Mr. Courtney Grossman
City of Salinas
Community Development
65 W. Alisal Street
Salinas, CA 93901

PROJECT: 210 Salinas St, Salinas Fire House No. 1
SUBJECT: Window Replacement and Painting

Dear Mr. Grossman,

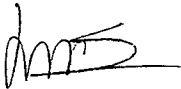
In review of the 210 Salinas Street - Fire House project as requested by the City of Salinas and Taylor Farms we have provided floor plans of each floor with a window schedule of each window type. Also as part of this effort a painting scheme has been coordinated along with the window replacement.

In review of the existing windows we have found that they are in a condition that would place them beyond repair as they are metal windows with single pane glazing. The windows are not functional, unlockable and are not weather tight. From our understanding the existing putty contains asbestos and the paint is lead based. In order to repair them, it would require the removal of all the glazing and to strip the metal. In doing this the windows will most likely be further damaged. The intent is to replace the windows with a dual glazed type which will replicate the existing divided glass, types and sizes. The use of a narrow profile divider will be provided and the installation will take into account the plaster detail to the window frame as to minimize the frame profile.

The windows will be colored as per the attached paint scheme using the "Dusty Zinc" color for the windows and the "Sequoia Redwood" color for the sectional doors.

Please feel free to call our office if further information is needed.

Respectfully,



Luis Vargas

cc: Megan Hunter
John Mazzei
Matt Gourley

Exhibit 16

**OLD FIREHOUSE BUILDING
MITIGATION MONITORING AND REPORTING PROGRAM
210 Salinas Street**

(General Plan Amendment 2015-001, Rezone 2015-001, Resubdivision 2015-002, and Site Plan Review 2016-003)

Mitigation Number	Nature of Mitigation	Result after Mitigation	Party Responsible for Implementing	Party Responsible for Monitoring Methods to Confirm Implementation	Timing for Implementation
CR-1 Cultural Resources	Compliance shall be required with all applicable Federal, State, and Local Planning and building code regulations for the demolition, alteration, and/or reconstruction of historic structures. Future development or construction on the Old Firehouse structure that has any impact on its historic integrity will need to be reviewed and commented upon by the Community Development Department prior to the issuance of a development review application and/or building permit for such work. Depending on the scope of work, the Community Development Department may forward any future development or construction to the Historic Resources Board for review and comment prior to the issuance of a development review application and/or building permit for such work.	To maintain the historical aspects of the existing structure	Applicant or Successor in Interest.	Community Development Department – Plan Check Services and Current Planning	During construction phase
CR-2 Cultural Resources	In the event that cultural materials are encountered during grading/construction, all work shall cease until the find has been evaluated and mitigation measures put in place for the disposition and protection of any find pursuant to Section 21083.2 of the California Public Resources Code.	To ensure protection of any on-site cultural resources	Applicant or Successor in Interest.	Community Development Department – Plan Check Services and Current Planning	During construction phase
CR-3 Cultural Resources	In the event that human remains are encountered during grading/construction, all work shall cease until the Monterey County Coroner has been contacted. If it is	To ensure protection of any on-site cultural	Applicant or Successor in Interest.	Community Development Department – Plan Check Services and Current Planning	During construction phase

Mitigation Number	Nature of Mitigation	Result after Mitigation	Party Responsible for Implementing	Party Responsible for Monitoring Method to Confirm Implementation	Timing for Implementation
	<p>determined that the remain are Native American, the Monterey County Coroner shall contact the Native American Heritage Commission within 24-hours. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent (MLD) from the deceased Native American. The MLD may then make recommendations to the landowner or the person responsible for the excavation work for means of treating or disposing of, with appropriate dignity, the human remains and associated grave goods as provided in Public Resources Code Section 5097.98. The landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further disturbance if: a) the Native American Heritage Commission is unable to identify a MLD or the MLD failed to make a recommendation within 24 hours after being notified by the Commission; b) the descendent identified fails to make a recommendation; or c) the landowner or their authorized representative rejects the recommendation of the descendent, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.</p>	<p>resources</p>			

**CITY OF SALINAS
ENGINEER'S REPORT**

DEPARTMENT OF PUBLIC WORKS

DATE: November 23, 2015

PURPOSE: General Plan Amendment (GPA) 2015-001
Rezone (RZ) Conditional Use Permit 2015-001
Minor Subdivision (RS) 2015-002 (Tom Wiles)

LOCATION: 210 Salinas Street
(former Fire Station #1)

OWNER/APPLICANT: City of Salinas

GENERAL

The development proposal lacks the specific information and detail required for detailed review and comments by City Engineering staff, but the following are being provided as general requirements for subdividing the property and redeveloping the Fire Station No. 1 building for repurpose/reuse.

PARCEL MAP REQUIREMENTS:

The minor subdivision will create three separate and legal lots of record (i.e. parcels), on the downtown City block bordered by Gabilan Street to the north, Salinas Street to the east, Howard Street to the south, and Lincoln Avenue to the west; excluding a 0.11-acre parcel on which the Women's Club building is located. The 3 resultant parcels will be for the following uses/facilities:

- Parcel 1: Existing City Parking Lot No. 8 (to remain);
- Parcel 2: Existing Fire Station No. 1 (to be redeveloped and repurposed);
- Parcel 3: Salinas Armory/PAL facility (recently redeveloped and repurposed as the P.A.L. Center).

The parcel map shall include (and shows) 30-foot wide *NO BUILD* easements immediately north and south of the existing Fire Station #1 building to meet Code requirements. An associated agreement for the *NO BUILD* easement has also been prepared, and shall be recorded concurrent with the map.

The proposal to subdivide said parcel is acceptable to Public Works, Public improvement requirements conditioned on this map are detailed below.

The proposed subdivision is acceptable to the Public Works Department's Engineering Division. The following information shall be provided to the Salinas Public Works Engineering Section at the Permit Center for technical review and processing:

1. Title Report/Parcel Map Guarantee;
2. Traverse calculations for new lots and subdivision boundary;
3. Pay Monterey County Recording Fee;
4. Pay City of Salinas Public Works Map Checking Fee, unless otherwise waived by the City Manager.

The parcel map format shall conform to Salinas Subdivision Ordinance requirements, as they currently exist. The parcel map submitted shows all new property corners set with a 3/4-inch iron pipe, with a plastic plug noting the surveyor's LS number installed therein, and also identifies existing property corner and centerline monuments found in the field with ties to this survey. The parcel map submitted is extremely well documented with regard to property and street monuments; one of the best efforts I've seen in a long time.

GPA AND RZ REQUIREMENTS

Although there is no specific proposal to re-use the building at this time, the rezone proposal is to change the zoning from Public/Semi-public use to Central City Mixed Use with a Downtown and Central City Overlay. It is expected that the redeveloped use would either be offices or restaurant/bar. Based on that assumption, the following requirements would apply:

PUBLIC IMPROVEMENTS: Public improvements (curb, gutter, sidewalk, driveway, fire hydrant, street lights, etc.) currently exist and are generally in good condition along and/or near the property's frontage. However, the driveway ramp that currently exists, and formerly served the fire trucks accessing the building slopes from the depressed curb grade at the street to the interior concrete driveway grade at the building's easterly face (exceeding the 2% maximum cross slope for path of travel); precluding an accessible path of travel meeting current standards, as required by the American's with Disabilities Act (ADA). Improvements required of the GPA/RZ shall include, but are not limited to: constructing a 4-foot (minimum) wide pedestrian path of travel/sidewalk within the public right of way in front of Fire Station No. 1 to provide a reasonable pedestrian path of travel on the west side of Salinas Street between Gabilan and Howard Streets (and providing a reasonable/accessible path of travel from the MST bus facility to the south and this property; maintaining parking stalls and vehicular circulation in City Parking Lot #8, unless an alternative parking/circulation option is approved by the City Engineer and Parking Manager.

SITE IMPROVEMENTS:

- a. Building improvements shall include low flow plumbing fixture units, per City Code. The City's Sanitary Sewer Master Plan (August 2011) does not identify any sewer deficiencies in the immediate downtown area and most sewer mains were repaired and lined in 2015 to enhance their service and extend their life;

- b. A restaurant and/or bar use will likely necessitate the installation of a grease interceptor, as required by the MRWPCA;
- c. Any landscaping/irrigation at the site shall conform to the City's Water Efficient Landscape Ordinance and Water Conservation Ordinance;
- d. Energy-efficient outdoor security lighting is suggested for the building, provided it does not impact the historic charm/character of the building;
- e. If building improvements or parcel changes are made, the developer may need to address Stormwater Development Standards (SWDS) that address the City's NPDES permit requirements. Without a more detailed development plan, staff cannot determine the extent of SWDS features/actions that need to be included.

BUILDING PERMIT PLANS:

Upon approval of these three (3) applications, the following information must be shown on the building permit plans:

1. Show existing facilities (curb, gutter, sidewalk, F.H., St. Lt., etc.).
2. Replace/reconstruct all damaged curb, gutter and sidewalk along the site's Street frontage, as applicable.
3. Indicate storm drain and sanitary sewer system, locations, and tie-ins.
4. Include grading plan (showing existing and new grades/contours).
5. Denote "FIRE LANES-NO PARKING ANYTIME" and NO PARKING areas.
6. Provide SWDS Threshold determination, as applicable.
7. Post address(es) on the building per City standards.

The development proposal is to subdivide an existing City parcel into two separate and legal lots of record via parcel map, to accommodate re-use of an existing building formerly used as Salinas Fire Station No. 1. The proposal is generally acceptable as presented in its conceptual form.

On-site plans shall include: specific detail regarding site grading (if any); sanitary sewer and storm drain facilities and tie-ins to City mains; denoting new and existing facilities; and details of improvements. All on-site utilities must be installed underground, and on-site security lights shall be included in the design. Lights shall have cut-off capability to mitigate impacts to adjacent properties. A bike rack shall be installed for employee/staff use. A landscape/irrigation plan will be required with the building permit and shall include the use of drought-tolerant plants and water-minimizing irrigation system. Said plan shall conform to City Code and Water Conservation Ordinance requirements.

Addressing of the hotel shall conform to City requirements and shall be assigned by the City. Please provide a floor by floor layout of this development (8.5 x 11-inch format) to Public Works for said assignment; preferably in CADD format.

Development fees will be due and shall be paid when building permits are issued. City of Salinas development fees are estimated as follows (based on current fee rates):

Traffic Impact Fee	\$ 50,000 (6 trips/unit)
Sanitary Sewer Fee	\$ 20,000
Storm Drain Fee	\$ 6,000 (based on 1.4 acres)

Building permit, school and regional sanitary sewer fees will also be due and shall be paid when building permits are issued. Contact said agencies for information relating thereto.

DEVELOPMENT FEES: Development fees will be due and shall be paid when building permits for each individual lot is developed. Contact Salinas Public Works for information regarding various development fees and methods used to assess said fees. With regard to traffic impact fees, credit can only be given for any use in the building that has existed after January 1, 2001 to the date of building permit issuance (this credit may include some Police office use for which I will need documentation to determine the extent of credit).

Building permit, school and regional sanitary sewer fees and Regional traffic fees will also be due and payable and must be paid at the time building permits are issued. The developer should contact those agencies for their fee information.

NOTICE: The conditions of approval for General Plan Amendment (GPA) 2015-001, Rezone (RZ) 2015-001, and Record of Survey (RS) 2015-002 include certain fees and development requirements. Pursuant to Government Code Section 66020(d)(1), this hereby constitutes written notice of the fees, and a description of probable development requirements. Contact me at 758-7429 if you have questions or concerns with any items included in this report

ROBERT C. RUSSELL, P.E.
City Engineer
RCE 42871
License Expires 3/31/2016

CITY OF SALINAS DEVELOPMENT FEES

The City of Salinas collects development fees for all construction requiring a building permit. Development fees collected include traffic impact, sanitary sewer, storm drain, street tree and park fees. These, and other such fees, are adjusted annually (effective July 1) to take into account construction cost increases, which occur during the year. Other such fees include those collected by the City for plan checking, inspection, seismic, and plan processing items. Information relating to these fees can be obtained from the Community & Economic Development Department's (CEDI) Permit Services Division located at 65 W. Alisal Street upon request. Finally, the local school districts and Monterey Regional Water Pollution Control Agency (MRWPCA) collect fees for their particular purposes and should be consulted for their fee schedule. —City of Salinas development -fees are as follows:

TRAFFIC IMPACT FEES

Traffic Impact fees are collected for the construction of new streets to handle the additional traffic generated by new development or redevelopment. Funds are collected and placed into an account which is used only for projects identified in the Traffic Fee Ordinance (TFO). For commercial/ industrial uses, fees are based on trips generated by the use and the building area. Trip generation rates for the various uses are included in the TFO and are available in handout form from Development and Engineering Services. Generally, the traffic impact fee is determined by dividing the building square footage by 1000, multiplying the resultant number by the use's trip generation rate, and then multiplying by the trip fee which is \$347.00 per trip effective July 1, 2015. If an existing building is, or has been, occupied by a specific use between January 1, 2000 and the time an application for a building permit is submitted to the City, credit is given for the trips generated by that use. The following is an example of traffic fees for a new 50,000 s.f. industrial building with no credit.

BUILDING SQUARE FOOTAGE		50,000
<u>DIVIDED BY</u>		<u>1 000</u>
MULTIPLYING FACTOR		50
TRIP GEN. RATE FOR USE (5/1000 S.F.)	X	5
<u>PER TRIP FEE \$347.00</u>		<u>347.00</u>
	<u>X</u>	<u>347.00</u>
TRAFFIC IMPACT FEE		\$86,750.00

Residential development also pays traffic impact fees, but the fees are based on each residential unit. A single family home will be assessed \$3,360 in traffic fees beginning July 1, 2015 (10 trips/unit x \$347/trip). Trip generation rates for other uses and residential unit types (i.e. apartments) are included in trip generation tables contained in the TFO. \$223.00 per daily trip for Monte Bella, Boronda Crossing Shopping Center, and other developments with pre — 2005 planning approvals
 \$503.00 per daily trip Future Growth Area

SANITARY SEWER FEE

New development within Salinas is also assessed sanitary sewer fees by the MRWPCA and the City of Salinas. Sewage originating in Salinas is transported underground through the City by a collection system owned and maintained by the City, before ultimately being transported to Marina where it is treated by MRWPCA. Developers should contact MRWPCA at (831) 372-2385 for information on their fees. As of July 1, 2015, MRWPCA sewer fee is \$3,171 per residential unit; based on the Equivalent Dwelling Unit (EDU) equivalent for commercial/industrial development.

The City fee is collected for the construction of new sewer mains and related facilities to accommodate the additional sewage discharge from new development. As of July 1, 2015 the City commercial/industrial sanitary sewer fees are \$1,611.00 for the first 4,000 s.f. of building area and first 20 fixture units. An additional \$17.00 is assessed for each fixture unit over 20 while \$4.00 is assessed for every 100 sq. ft. over 4,000. Residential units are assessed on the number of bedrooms within each unit, with a July 1, 2015 fee of \$487 per bedroom. It should be noted that rooms which can be converted to a bedroom (i.e. 10' x 10' study room) would qualify as a bedroom and will be assessed accordingly.

STORM-DRAIN FEES

A storm drain fee is collected to provide new drainage facilities to handle additional runoff generated by new development. New development must also comply with the City's most current Storm Water Development standards/NPDES permit. Storm drain mains generally transport the runoff to either Reclamation Ditches, Carr Lake or other primary drainage facility. For commercial/industrial development, the fee is based on the new/additional hardscape area and assessed at \$6,630.00 per acre. Schools are assessed \$5,287.00 per acre, while residential units are assessed \$522 per bedroom; as defined above. These fees are effective July 1, 2015.

STREET TREE FEES

Street tree fees are also collected for the installation of City standard street trees. Street trees are installed to enhance the aesthetics of the community as well as provide valuable environmental benefits. As of July 1, 2015 the fee is \$315 per 60 lineal feet of street frontage for all developments, and is prorated accordingly.

PARK FEES

Residential development pays \$895 per bedroom toward Park fees for the acquisition and development of park facilities to meet the recreational needs of Salinas' citizens. Commercial/industrial developments are not assessed park fees.

SCHOOL FEES

The below school districts currently collect fees for property located in the City limits of Salinas. You may obtain fee amounts by contacting the district offices. Properties are required to contact one or two of the following districts. If you have questions, please contact the Salinas Permit Center at (831) 758-7251.

Salinas Union High School District 431 W. Alisal Street Salinas, CA 93901 (831) 796-7018	Alisal Union School District 1205 E. Market Street Salinas, CA 93905 (831) 753-5700, ext. 2031	Salinas City Elementary School District 840 S. Main Street Salinas, CA 93901 (831) 753-5600
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Public Facilities Impact Fee Schedule

Development Type	Dev. Unit	Fire Impact Fee	Police Impact Fee	Library Impact Fee	Recreation Impact Fee	Total Impact Fees
Residential, Single-Family	DU	\$ 273.51	\$ 1,503.49	\$ 1,071.09	\$	\$ 3,442.79
Residential, Multi-Family	DU	\$ 266.19	\$ 1,503.49	\$ 1,071.09	594.69	\$ 3,435.47
Commercial	KSF	\$ 461.83	\$ 614.50		\$	\$ 1,076.33
Industrial	KSF	\$ 104.75	\$ 409.67		594.69	\$ 514.42
					0	

1 DU=Dwelling Unit:

KSF=1,000 square feet of floor area s.f. = square feet
