

ORDINANCE NO. _____ (N.C.S.)

**AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT FOR THE WEST
AREA SPECIFIC PLAN PROJECT (DA 2019-001)
(RELATED TO EIR 2018-003, SPEC 2019-002, RZ 2019-001)**

WHEREAS, Brian Finegan, Esq. (representing multiple property owners and developers) submitted applications for the West Area Specific Plan project (Project), including requests for Specific Plan, Rezone, and Development Agreement approvals that would permit development of the 797-acre project site shown in Exhibit A, herein incorporated by reference; and

WHEREAS, the City of Salinas (hereinafter "City"), as lead agency under the California Environmental Quality Act (Pub. Res. Act Section 21000 et seq.) and the State CEQA Guidelines (14 Cal. Code Regs. Section 15000 et seq.) (collectively "CEQA") has completed the Final Program Environmental Impact Report ("Final EIR") State Clearinghouse No. 2006021072 for the West Area Specific Plan in compliance with CEQA along with all supporting documentation and notices which are herein incorporated by reference as Exhibits C through I; and

WHEREAS, on December 4, 2019 the Salinas Planning Commission held a duly noticed and agendized public hearing to consider the Final EIR (ER 2018-003); the proposed West Area Specific Plan (SPEC 2013-002); Rezone (RZ 2019-001); and the proposed Development Agreement (DA 2019-001); and

WHEREAS, the Salinas Planning Commission weighed the evidence presented at said public hearing, including the staff report (and the project findings) which is on file at the Community Development Department, together with the record of environmental review including the Draft EIR, project findings, public comments on said document and responses thereto, the Final EIR (all of which were made publicly available consistent with state law prior to its public hearing and consideration of recommendations on the Project to the City Council), and evidence and public testimony presented at the public hearing; and

WHEREAS, by Resolution No. 2019-18, the Salinas Planning Commission recommended that the City Council certify the Final EIR, adopt the CEQA findings, adopt the Statement of Overriding Considerations, and adopt the Mitigation Monitoring Reporting Program for the Project; and

WHEREAS, by Resolution No. 2019-19, the Salinas Planning Commission recommended that the City Council approve the West Area Specific Plan (SPEC 2013-002), herein incorporated by reference as Exhibit B, and by so doing, recommends that the West Area Specific Plan be utilized as the land use and zoning implementation document for the Project; and

WHEREAS, by Resolution No. 2019-20, the Salinas Planning Commission recommended that the City Council adopt an Ordinance to rezone (RZ 2019-001) the subject site from New Urbanism Interim (NI) with a Specific Plan Overlay to: Neighborhood Edge

(NE)/Low Density Residential, Neighborhood General-1(NG-1)/Medium Density Residential, Neighborhood General 2 (NG-2)/High Density Residential, and Village Center (VC) as well as the Park (P), Open Space (OS) and Public/Semipublic Districts with Specific Plan Overlay, applied across the Specific Plan area as shown in Exhibit K, incorporated herein by reference; and

WHEREAS, by Resolution 2019-21, the Salinas Planning Commission recommended that the City Council adopt a Development Agreement (DA 2019-001), herein incorporated by reference: and

WHEREAS, on December 17, 2019 the Salinas City Council held a duly noticed and agendized public hearing to consider the Final EIR (ER 2018-003); the proposed West Area Specific Plan (SPEC 2013-002); Rezone (RZ 2019-001); and the proposed Development Agreement (DA 2019-001); and

WHEREAS, the Salinas City Council weighed the evidence presented at said public hearing, including the staff report which is on file at the City of Salinas Community Development Department, the project findings herein incorporated as Exhibit J, together with the record of environmental review including the Draft EIR, public comments on said document and responses thereto, the Final EIR (all of which were made publicly available consistent with state law prior to its public hearing and consideration of the Project), and evidence and public testimony presented at the public hearing; and

WHEREAS, notice of time and place of hearing for recommending certification of the Final EIR and recommending approval of the Project, DA 2019-001, was given in the manner prescribed by the City; and

WHEREAS, by Resolution adopted December 17, 2019, herein incorporated by reference, the City Council certified the Final EIR, adopted the CEQA findings, adopted the Statement of Overriding Considerations, and adopted the Mitigation Monitoring Reporting Program for the Project (which includes DA 2019-001); and

WHEREAS, the Salinas City Council has reviewed the proposed Development Agreement as shown in Exhibit L to determine its consistency with the following: California law; the goals, policies, and programs of the City of Salinas General Plan; the Salinas Municipal Code and all other applicable plans and policies adopted by the Salinas City Council; and the proposed West Area Specific Plan; and

WHEREAS, the West Area Specific Plan contains modifications of standards contained in the City of Salinas Municipal Code that are applicable only within the West Area Specific Plan boundary, and which will become effective upon the City Council's approval of the Specific Plan and attached approvals; and

WHEREAS, certain mitigation measures in the City's 2002 General Plan Final Program EIR and in the City's 2007 Final Supplement for the General Plan Final Program EIR are still valid and applicable to the Project and are herein incorporated by reference.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF SALINAS, as follows:

SECTION 1. The Salinas City Council finds and declares that the foregoing recitals are true and correct.

SECTION 2. The Salinas City Council has been provided with, and has reviewed, the Final EIR for the project, the staff report for the Project, written and oral testimony regarding the Project, and other relevant evidence in the administrative record (collectively, the “Record of Proceedings”), and hereby provides notification that the Record of Proceedings is on file with the City Clerk of the City of Salinas, 200 Lincoln Avenue, Salinas, CA 93901

SECTION 3. The Salinas City Council declares that it has been provided with and had reviewed the information contained in the Final Program Environmental Impact Report, the evidence in the record, the staff report and recommendations.

SECTION 4. The Salinas City Council has been provided with, and has reviewed, the Project Findings, attached hereto as Exhibit J and incorporated herein by this reference, and other relevant evidence in the Record of Proceedings.

SECTION 5. The Development Agreement between the City of Salinas and the applicable property owners/developers attached hereto as Exhibit L, and all of its terms and conditions, is herein incorporated by reference, and is hereby approved.

SECTION 6. This ordinance shall take effect and be in force thirty days from and after its adoption.

SECTION 7. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. The City Clerk is hereby directed to cause the following summary of this ordinance to be published by one (1) insertion in a newspaper of general circulation published and circulated in the City of Salinas and hereby designated for that purpose by the Salinas City Council:

“The Salinas City Council has approved a Development Agreement between the City and multiple property owners/developers, with respect to the development of the West Area Specific Plan, a 797 acre mixed use / residential New Urbanism project area bound by Boronda Road on the south, Russell Road and Rogge Road on the north, San Juan Grade Road on the west and Natividad Road on the east in the City of Salinas. This

Ordinance goes into effect 30 days after adoption. For additional detail concerning this amendment, contact the Community Development Department, 65 West Alisal Street, Salinas, CA 93901.”

PASSED AND ADOPTED this 17th day of December 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

APPROVED AS TO FORM:



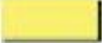

Christopher A. Callihan, City Attorney

List of Attachments (Incorporated by Reference):

Exhibit A	Project Site Location Map
Exhibit B	West Area Specific Plan with Errata Sheet
Exhibit C	Notice of Preparation
Exhibit D	Draft Program Environmental Impact Report (link)
Exhibit E	Draft Program Environmental Impact Report Technical Appendices

	(link)
Exhibit F	Notice of Completion
Exhibit G	Final Program Environmental Impact Report
Exhibit H	CEQA Findings and Statement of Overriding Considerations
Exhibit I	Mitigation Monitoring and Reporting Program
Exhibit J	Project Findings
Exhibit K	Rezone Map
Exhibit L	Development Agreement

Exhibit A Project Site Location Map

-  Proposed West Area Specific Plan
-  Proposed Central Area Specific Plan
-  Proposed East Area Specific Plan
-  Approved Gateway Center Specific Plan

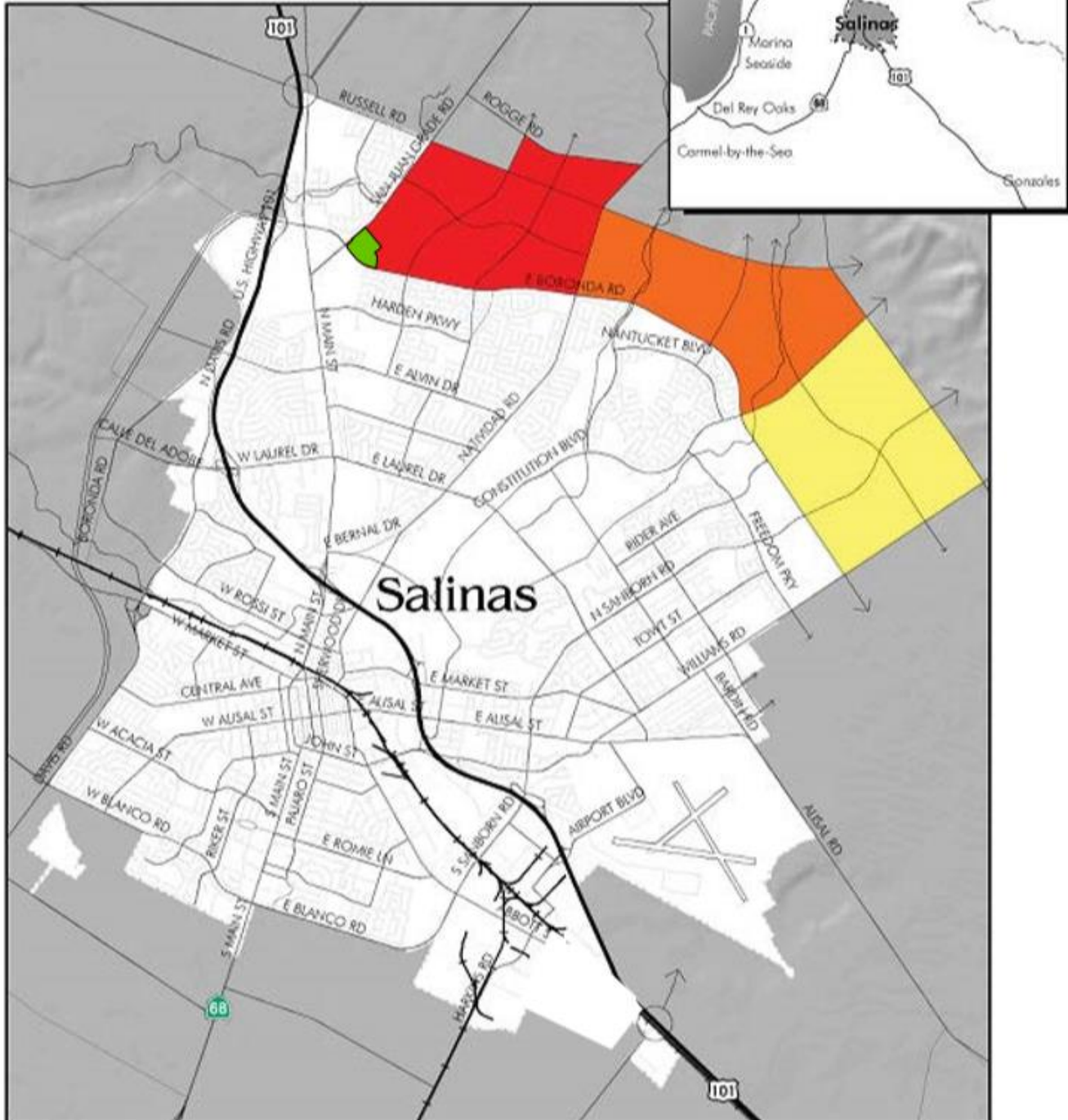


Exhibit B West Area Specific Plan with Errata sheet

Link to public review draft:

https://www.cityofsalinas.org/sites/default/files/draft_west_area_specific_plan_feb_27_2019_0.pdf

Errata Sheet to the Draft West Area Specific Plan

September 4, 2019

Introduction and Content

The Errata sheet consists of minor revisions to the Draft Specific Plan providing clarifications, some minor modifications as well as minor staff edits. The revisions to the Draft Specific do not change the intent or content of the document. The Errata sheet is in addition to typographical, re-ordering or similar non-substantive errors not listed.

Proposed changes are identified in Table 1, Errata Changes. Text deletions are shown with strikeout font and additions are shown with underlined font. Specific Plan table and figure modifications are listed and shown following Table 1 in the order that they are referenced in Table 1.

TABLE 1: Errata Changes

Section	Page	Modification
2.8.1	92	The design of all schools is encouraged to consider the New Urbanism design concepts, design standards and development regulations contained in the West Area Specific Plan to complement and promote compatibility with surrounding land uses. <u>Fencing shall be black coated chain link.</u>
4.8	166	If landscaping is used, evergreen plant material shall be spaced at an appropriated density to provide full screening. <u>Fencing shall be black coated chain link.</u>
2.5.3.6	88	A main pedestrian connection path will be located within a parking lot divider median landscaped with trees and shrubs in larger parking lots to enhance the safety and comfort of pedestrians. <u>For parking lot lighting, see Appendix E, Light Standards.</u>
4.5.5	156	<u>Outdoor Energy Conservation and Parking Lot Lighting</u>
4.8	166	Trees and landscaping planters shall be provided throughout the parking lots to provide shade and provide areas for bio-swales and bio-filters. <u>For parking lot lighting, see Appendix E, Light Standards.</u>
3.6	114	See Section 4.2.2 and <u>Appendix E</u> of this Specific Plan and Salinas Zoning Code Article V, Division 2: Parking, Loading and Outdoor Lighting.
3.6	116	See Section 4.2.2 and <u>Appendix E</u> of this Specific Plan and Salinas Zoning Code Article V, Division 2: Parking, Loading and Outdoor Lighting.
3.6	119	See Section 4.2.2 and <u>Appendix E</u> of this Specific Plan and Salinas Zoning Code Article V, Division 2: Parking, Loading and Outdoor Lighting.
6.4.1	231	Each of the two middle school sites is approximately 10 acres in size; the middle school site is approximately 21 acres in size. <u>Improvement of school site frontages, ROW and parkway improvements are the responsibility of the owner, developer, entity, etc. developing the land adjacent to the site, subject to review and approval by the City Engineer and City Planner.</u>
2.4.1	41	Figure updated to show current park shapes and locations.
1.3	25	Figure updated to show correct designation of the town square park
1.3	27	Figure updated to show correct district of the town square park
1.2.2.1	9	Figure updated to show north arrow.
4.2.2.1	136	Graphic updated to show dimension correctly.
4.2.2.1	136	Graphic updated to show dimension correctly.
4.2.2.1	137	Graphic added where it was missing.
4.2.3	139	Figure updated to show sound wall along Russell Road.
4.2.3.2	143	Figure updated to have consistent font

3.6	114	Pavers and pervious or impervious paving or concrete are prohibited in these areas, except for an approved driveway leading to required off street parking, an entry walkway not exceeding four feet in width providing pedestrian access to the main entry feature/porch of the dwelling unit or an approved semi-private courtyard; <u>subject to approval by the City Planner and City Engineer.</u>
3.6	114	Pavers and pervious paving or concrete will count toward the hardscape maximum coverage except for the driveway serving the required off-street parking. <u>This provision applies to yard space that is outside of the required setback.</u>
3.6	117	Pavers and pervious or impervious paving or concrete are prohibited in these areas, except for an approved driveway leading to required off street parking, an entry walkway not exceeding four feet in width providing pedestrian access to the main entry feature/porch of the dwelling unit or an approved semi-private courtyard; <u>subject to approval by the City Planner and City Engineer.</u>
3.6	117	Pavers and pervious paving or concrete will count toward the hardscape maximum coverage except for the driveway serving the required off-street parking. <u>This provision applies to yard space that is outside of the required setback.</u>
2.6	89	Inclusionary housing requirements (including the Ordinance) are further discussed in the Affordable Housing component for the West Area Specific Plan as contained in Appendix H of the Specific Plan. <u>Regarding applicability of the Inclusionary Housing Ordinance, Parcelization Maps (see appendix B, Definitions) shall not be considered the first approval.</u>
1.2.3.2	15	Table updated to show correct and updated APNs.
9.3	291	<u>Parcelization Maps</u> <u>Parcelization Maps shall mean a parcel map processed administratively for the purpose of creating master parcels for sale, financing or phasing purposes and on which no development is permitted without further subdivisions or other entitlement approval.</u>
3.11	129	A detailed and complete wall plan (including the design and color of all walls) for each neighborhood or Planning Area, and, when required, noise reduction calculations shall be submitted and approved by the City Planner and City Engineer before any sound walls are constructed within a neighborhood or Planning Area. <u>The construction of walls along Russell Road shall be the responsibility of the developer.</u>

4.2.3	141	A complete wall and fence plan (including the design and color of all walls and fences) for each neighborhood or neighborhood Planning Area and, when required, noise reduction calculations shall be submitted and approved by the City Planner and City Engineer prior to any walls or fences being constructed within a neighborhood or neighborhood Planning area. <u>The construction of walls along Russell Road shall be the responsibility of the developer.</u>
4.1	132	Residential architectural design is the key to New Urbanism neighborhoods of Salinas. <u>Where the word “shall” is used, the design standard is mandatory, where “encouraged” or “should” is used, the design standard is discretionary and an alternative design solution which achieves a comparable result may be used if approved by the City Planner.</u>
5.3.2.5	200	Both sides of Russell Road will consist of an 8-foot parkway, a path 8-feet <u>wide</u> , and an 8-foot landscaped area between the path and a perimeter wall, or Type 3 wall as applicable per Community Wall Plan on the adjacent property line. <u>The owner, developer and/or entity developing along Russell Road shall be responsible for construction of walls, frontages, ROW/parkway improvements, and half the street width, as determined by the City Engineer.</u>
7.3	240	The landscape and maintenance plan must be prepared by a qualified professional and is subject to approval by the City Engineer and the City Planner (see Section 4.6 and 7.4.9 for further discussion). <u>The submittal for the map creating the basin(s) shall also include improvements of frontages, ROW/parkway, and half the street width, as determined by the City Engineer.</u>
2.8.1	91	It is anticipated that the middle school will serve primarily students residing in the Plan Area. <u>A third elementary school site had been made available for Santa Rita Union School District in the Central Area Specific Plan area across Natividad Road. As of the date of approval of this Specific Plan, a boundary adjustment had been initiated between Santa Rita Union School District and Alisal Union School District. If the districts finalize the boundary adjustment, Santa Rita Union School District would relinquish the third elementary school site to the Alisal Union School District.</u>

8.4	270	With the exception of Rogge Road, these roads will be improved by the developer and/or shall be funded proportionately by the City's Traffic Fee Ordinance in place at the time of permit issuance, or as otherwise determined in the development agreement. Fair share cost of the traffic mitigation measure improvements identified in the West Area Specific Plan Final EIR shall be collected in the same manner as TFO fees.
9.7	303	<u>m. Incorporation and development of the following APNs 211-214-025-000 and 211-214-026-000 in accordance with this Specific Plan.</u>
6.4.1	232	Table 6-4 updated to show latest student generation rates per EIR comment letters from school districts.
8.7	280	Add "... or special districts" to footnote 1 on Table 8-1
9.3	292	Development Review Applications and Building Permits Following approval of each final map, project applicants within the Plan Area may apply for the applicable development review process or building permit through the Community Development Department and Salinas Permit Center as applicable. Building Permits may not be issued until approval of the final map and the applicable Development Review Application process (SPR, CUP, etc.) is completed. <u>For projects subject to Site Plan Review (SPR), the Community Development Department shall approve, conditionally approve, or disapprove the site plan within 30 days of the application being deemed complete unless the Applicant requests an extension in writing. Other Development Review Application processes such as Conditional Use Permits are subject to the timelines established in the Permit Streamlining Act.</u> All project structures must be consistent with the approved Specific Plan, City NPDES Permit/SWDS/SWSP requirements, final map, and applicable Salinas Zoning Code requirements and must comply with all California Building Code (including CalGreen) and Fire Code requirements and all other applicable codes adopted and enforced by the City. The applicable California Building Code and Fire Code (as may be amended) shall be those in effect at the time of the building permit submittal.
8.4	273	It is expected that 47 <u>19</u> additional police officers and associated equipment/vehicles...

and Lot Standards 1 through 4

[illegible]

To Principal Structure	10	8	6	6	10	(1)(3)
To Alley-Loaded Detached or Attached Garage With or Without Second Story Living Area	15	15	15	15	15	(1)(3)(4)(8)
To Street Loaded Detached or Attached Garage With or Without Second Story Living Area	20	20	20	20	20	(1)(3)(4)(8)(12)(13)
To Unenclosed Porch or Architectural Entry Feature	10	8	5	5	10	(1)(3)(14)
To Semi-Private Courtyard	10	8	8	5	10	(1)(3)(15)
Minimum Rear Yard (Feet):						
To Principal Structure	10	10	8	8	10	(4)(17)
To Alley-Loaded Detached or Attached Garage from Public Alley With or Without Second Story Living Area	3-5 feet minimum/maximum or 20 feet or more					(4)(8)(10)(16)
To Alley-Loaded Detached or Attached Garage from Alley Easement With or Without Second Story Living Area	13-15 minimum/maximum or 30 feet or more					(4)(8)(11)(17)
To Street-Loaded Detached or Attached Garage with Second Story Living Area	10	8	5	5	-	(4)(8)(12)(13)(17)
To Street-Loaded Detached or Attached Garage without Second Story Living Area	3	3	3	3	-	(3)(4)(8)(12)(13)(16)(18)(19)
Maximum Height (Feet):	36	36	36	36	36	(5)(16)
Distance Between Structures:	6	6	6	6	6	(17)
Driveway Length:						
To Street-Loaded Detached or Attached Garage	20	20	20	20	-	(3)(8)(12)(13)(17)
To Alley-Loaded Detached or Attached Garage from Public Alley With or Without Second Story Living Area	3-5 feet minimum/maximum or 20 feet or more					(4)(8)(10)(16)(17)
To Alley-Loaded Detached or Attached Garage from Alley Easement With or Without Second Story Living Area	13-15 feet minimum/maximum or 30 feet or more					(4)(8)(11)(16)
Non-Residential FAR	0.40	0.40	0.40	0.40	0.40	
Usable Open Space Area per Dwelling Unit – Minimum	See Table 3-5 of this Specific Plan					(3)(4)(24)
Stormwater and Water Quality Management	See Chapter 7 of this Specific Plan					
Landscaping	See Salinas Zoning Code Article V, Division 4: Landscaping and Irrigation and footnotes (3) and (4) below.					
Fences, Walls and Hedges	See Specific Plan Section 4.2.3 and Zoning Code Section 37-50.090					
Off Street Parking, Loading, and Outdoor Lighting	See Section 4.2.2 and Appendix E of this Specific Plan and Salinas Zoning Code Article V, Division 2: Parking, Loading and Outdoor Lighting.					
Driveway and Corner Visibility	See Salinas Zoning Code Section 37-50.460 Driveway and Corner Visibility.					

Signs	See Salinas Zoning Code Article V, Division 3: Signs.
Outdoor Facilities	See Salinas Zoning Code Section 37-50.170 Outdoor Storage and Display.
Accessory Uses and Structures	See Salinas Zoning Code Section 37-50.010 Accessory Uses and Structures.
Screening of Mechanical Equipment	See Salinas Zoning Code Section 37-50.240 Screening of Mechanical Equipment.
Recycling and Solid Waste Disposal	See Salinas Zoning Code Section 37-50.200 Recycling and Solid Waste Disposal Regulations.
Performance Standards	See Salinas Zoning Code Section 37-50.180 Performance Standards.
Planned Unit Developments	See Salinas Zoning Code Article VI, Division 13: Planned Unit Development Permits.
Nonconforming Uses and Structures	See Salinas Zoning Code Section 37-50.160 Nonconforming Uses and Structures.
Recreational Vehicles, Prohibited Vehicles and Equipment	See Zoning Code Section 37-50.190 Recreational Vehicles, Prohibited Vehicles and Equipment Parking and Storage
Vehicle Trip Reduction	See Zoning Code Section 37-50.330 Vehicle Trip Reduction
Swimming Pools, Spas, and Hot Tubs	See Zoning Code Section 37-50.010(k) Swimming Pools, Spas, and Hot Tubs
Accessory Dwelling Units	See Salinas Zoning Code Section 37-50.250 Accessory Dwelling Units
Temporary Use of Land	See Zoning Code Section 37-50.300 Temporary Use of Land

(1) Architectural features can project two feet into front, corner or interior side yard setbacks that are 5 feet or more.

(2) To maintain the required densities, percentages and variety of lot sizes, once subdivided, no further subdivision shall be allowed without a “major” Specific Plan amendment and subsequent CEQA evaluation. This does not apply to dedicated school sites in accordance with Chapter 31 of the Salinas Municipal Code.

(3) Front and corner side yards and any additional yard space located in front of the street façade of a dwelling and side yard fence are required to be landscaped with a mix of vegetation and other pervious materials as approved by the City Engineer and City Planner. Pavers and pervious or impervious paving or concrete are prohibited in these areas, except for an approved driveway leading to required off-street parking, an entry walkway not exceeding four feet in width providing pedestrian access to the main entry feature/porch of the dwelling unit or an approved semi-private courtyard; subject to approval by the City Planner and City Engineer. Parking in required front, corner or interior side yards is prohibited except on the approved driveway leading to required off-street parking (garage).

(4) Rear yard and interior side yard hardscape/impervious improvements are limited to a total of 50% of the total square footage of the yard or 500 square feet, whichever is less (not including building/structure footprints and driveways approved by the City Planner and City Engineer serving the required parking). Pavers and pervious paving or concrete will count toward the hardscape maximum coverage except for the driveway serving the required off-street parking. This provision applies to yard space that is outside of the required setback.

(5) See Salinas Zoning Code Section 37-50.080: Exceptions to Height Limits.

(6) See Salinas Zoning Code Section 37-50.060: Density Bonus.

(7) Minimum lot sizes may be reduced when the exclusive use of such lots is intended for utility substations, pumping stations, and similar features.

(8) Refer to Section 4.2.2, Garages and Driveways of the Specific Plan. All garages shall have roll-up doors and must be set back a minimum of five feet from the street façade of the principal dwelling.

(9) Frontage minimum of 30 feet accommodates curved streets and knuckle corners.

(10) Standard 20-foot wide minimum public alley. Rear lot line measured at the edge of ROW.

(11) Rear lot line measured at center line of standard 20-foot-wide minimum alley easement.

(12) Minimum 20-foot driveway length to street property line as measured from garage door.

(13) No street-loaded garages allowed for duplex/triplex dwellings.

(14) An unenclosed porch or architectural entry feature shall be at least sixty square feet with a minimum unobstructed dimension of six feet.

(15) Subject to the approval of the City Planner and to promote eyes on the street and encourage an engaging streetscape, the front setback may be reduced to a minimum of five feet for an outdoor courtyard not exceeding a maximum of 100 square

(17) Rear lot line measured from edge of the ROW.

Lot Standards 4 through 7, Single-Family Attached Dwellings, and Duplex/Triplex Dwellings

[illegible]

To Principal Structure	3	3	1.5	1.5	3	0/3	(1)(3)(4)(18)(20)(21)
To Alley-Loaded Attached or Detached Garage with Second Story Living Area	5	5	5	5	5	5	(1)(3)(4)(8)(18)(20)(21)
To Alley-Loaded Detached or Attached Garage Without Second Story Living Area	3	3	3	3	3	3	(1)(3)(4)(8)(18)(20)(21)
To Street-Loaded Attached or Detached Garage with minimum 20' Front Setback With or Without Second Story Living Area	3	3	3	3	-	-	(1)(3)(4)(8)(12)(13)(15)(20)(21)
Corner Lots:							
To Principal Structure	6	5	5	5	5	5	(1)(3)(21)
To Alley-Loaded Attached or Detached Garage With or Without Second Story Living Area	11	11	11	11	11	11	(1)(3)(8)(18)(21)
To Street Loaded Attached or Detached Garage With or Without Second Story Living Area	11	11	11	11	11	11	(1)(3)(8)(12)(13)(15)
To Unenclosed Porch or Architectural Entry Feature	5	5	5	5	5	5	(1)(3)(14)(21)
To Semi-Private Courtyard	5	5	5	5	5	5	(1)(3)(15)(21)
Minimum Rear Yard (Feet):							
To Principal Structure	8	8	8	8	3	3	(4)
To Street-Loaded Attached or Detached Garage With or Without Second Story Living Area	5	5	5	5	-	-	(3)(4)(8)(12)(13)(15)(17)(18)(21)
To Alley-Loaded Attached or Detached Garage from Public Alley With or Without Second Story Living Area	3-5 feet minimum/maximum or 20 feet or more						(3)(4)(8)(10)(16)(17)(18)(21)
To Alley-Loaded Attached or Detached Garage from Alley Easement With or Without Second Story Living Area	13-15 minimum/maximum or 30 feet or more						(3)(4)(8)(11)(16)(17)(18)(21)
Maximum Height (Feet):	36	36	36	36	36	36	(5)
Distance Between Structures:	4	3	3	3	3	3	
Driveway Length (Feet):							
To Street-Loaded Attached or Detached Garage With or Without Second Story Living Area	20	20	20	20	20	-	(3)(4)(8)(13)(15)(18)(21)

To Alley-Loaded Detached or Attached Garage from Public Alley With or Without Second Story Living Area	3-5 feet minimum/maximum or 20 feet or more						(3)(4)(8)(10)(16) (17)(18)(21)
To Alley-Loaded Garage Detached or Attached Garage from Alley Easement With or Without Second Story Living Area	13-15 minimum/maximum or 30 feet or more						(3)(4)(8)(11)(16) (17)(18)(21)
Non-Residential FAR	0.40	0.40	0.40	0.40	0.40	0.40	
Usable Open Space per Dwelling Unit–Minimum	See Table 3-5 of this Specific Plan						(3)(4)
Stormwater and Water Quality Management	See Chapter 7 of this Specific Plan						
Landscaping	See Salinas Zoning Code Article V, Division 4: Landscaping and Irrigation and footnotes (3) and (4) below.						
Fences, Walls and Hedges	See Specific Plan Section 4.2.3 and Zoning Code Section 37-50.090.						
Off Street Parking, Loading, and Outdoor Lighting	See Section 4.2.2 and Appendix E of this Specific Plan and Salinas Zoning Code Article V, Division 2: Parking, Loading and Outdoor Lighting.						
Driveway and Corner Visibility	See Salinas Zoning Code Section 37-50.460 Driveway and Corner Visibility.						
Signs	See Salinas Zoning Code Article V, Division 3: Signs.						
Outdoor Facilities	See Salinas Zoning Code Section 37-50.170 Outdoor Storage and Display.						
Accessory Uses and Structures	See Salinas Zoning Code Section 37-50.010 Accessory Uses and Structures.						
Screening of Mechanical Equipment	See Salinas Zoning Code Section 37-50.240 Screening of Mechanical Equipment.						
Recycling and Solid Waste Disposal	See Salinas Zoning Code Section 37-50.200 Recycling and Solid Waste Disposal Regulations.						
Performance Standards	See Salinas Zoning Code Section 37-50.180 Performance Standards.						
Planned Unit Developments	See Salinas Zoning Code Article VI, Division 13: Planned Unit Development Permits.						
Nonconforming Uses and Structures	See Salinas Zoning Code Section 37-50.160 Nonconforming Uses and Structures.						
Recreational Vehicles, Prohibited Vehicles and Equipment	See Zoning Code Section 37-50.190 Recreational Vehicles, Prohibited Vehicles and Equipment Parking and Storage						
Vehicle Trip Reduction	See Zoning Code Section 37-50.330 Vehicle Trip Reduction						
Swimming Pools, Spas, and Hot Tubs	See Zoning Code Section 37-50.010(k) Swimming Pools, Spas, and Hot Tubs						
Accessory Dwelling Units	See Salinas Zoning Code Section 37-50.250 Accessory Dwelling Units						
Temporary Use of Land	See Zoning Code Section 37-50.300 Temporary Use of Land						
Condominium Conversions	See Zoning Code Section 37-50.050 Condominium Conversions						

- (1) Architectural features can project two feet into front, corner or interior side yard setbacks that are 5 feet or more.
- (2) To maintain the required densities, percentages and variety of lot sizes, once subdivided, no further subdivision shall be allowed without a “major” Specific Plan amendment and subsequent CEQA evaluation. This does not apply to subsequent subdivisions in accordance with Section 3.9.3, Mixed Use Commercial to Residential Flexibility, of this Specific Plan, or dedicated school sites in accordance with Chapter 31 of the Salinas Municipal Code. Front and corner side yards and any additional yard space located in front of the street façade of a dwelling and side yard fence are required to be landscaped with

- a mix of vegetation and other pervious materials as approved by the City Engineer and City Planner. Pavers and pervious paving or concrete are prohibited in these areas, except for an approved driveway leading to required off-street parking, an entry walkway as approved by the City Engineer and City Planner not exceeding four feet in width providing pedestrian access to the main entry feature/porch of the dwelling or an approved semi-private courtyard. Parking in required front, corner or interior side yards is prohibited except on the approved driveway leading to required off-street parking (garage).
- (3) Front and corner side yards and any additional yard space located in front of the street façade of a dwelling and side yard fence are required to be landscaped with a mix of vegetation and other pervious materials as approved by the City Engineer and City Planner. Pavers and pervious or impervious paving or concrete are prohibited in these areas, except for an approved driveway leading to required off-street parking, an entry walkway not exceeding four feet in width providing pedestrian access to the main entry feature/porch of the dwelling unit or an approved semi-private courtyard; subject to approval by the City Planner and City Engineer. Parking in required front, corner or interior side yards is prohibited except on the approved driveway leading to required off-street parking (garage).
 - (4) Rear yard and interior side yard hardscape/impervious improvements are limited to a total of 50% of the total square footage of the yard or 500 square feet, whichever is less (not including building/structure footprints and driveways approved by the City Planner and City Engineer serving the required parking). Pavers and pervious paving or concrete will count toward the hardscape maximum coverage except for the driveway serving the required off-street parking. This provision applies to yard space that is outside of the required setback.
 - (5) See Salinas Zoning Code Section 37-50.080: Exceptions to Height Limits.
 - (6) See Salinas Zoning Code Section 37-50.060: Density Bonus.
 - (7) Minimum lot sizes may be reduced when the exclusive use of such lots is intended for utility substations, pumping stations, and similar features.
 - (8) Refer to Section 4.2.2, Garages and Driveways of the Specific Plan. All garages shall have roll-up doors and must be set back a minimum of five feet from the street façade of the principal dwelling.
 - (9) Frontage minimum of 30 feet accommodates curved streets and knuckle corners.
 - (10) Standard 20-foot-wide minimum public alley. Rear lot line measured at the edge of ROW. All garages must be set back a minimum of five feet from the street façade of the principal structure.
 - (11) Rear lot line measured at center line of standard 20-foot wide minimum alley easement.
 - (12) Minimum 20-foot driveway length to street property line as measured from garage door.
 - (13) No street-loaded garages allowed for duplex/triplex dwellings.
 - (14) An unenclosed porch or architectural entry feature shall be at least sixty square feet with a minimum unobstructed dimension of six feet.
 - (15) Subject to the approval of the City Planner and to promote eyes on the street and encourage an engaging streetscape, the front setback may be reduced to a minimum of five feet for an outdoor courtyard not exceeding a maximum of 100 square feet (of pavers or pervious concrete) in area and surrounded by landscaping and enclosed by a wall exceeding thirty-six inches in height to a maximum of forty-two inches in height. Rear lot line measured from edge of the ROW.
 - (16) If second story living area is provided, the rear setback shall be five feet or 15 feet, as applicable.
 - (17) Rear lot line measured from edge of the ROW.
 - (18) Where private drives and alleys are provided, curbs shall be painted red and appropriate signage for parking restrictions shall be provided as determined by the City Engineer, City Planner, and Fire Chief.
 - (19) The minimum lot frontage requirement for single-family attached dwellings shall be twenty feet except that the minimum lot frontage requirement may be waived for single-family attached dwellings (townhomes and rowhouses) located on lots, which do not front a street.
 - (20) 0 foot interior side yard setback if abutting a single-family attached dwelling.
 - (21) For lots that do not have street frontage (such as green court housing products, etc.) the location of required front, side, and rear yards will be determined by the City Planner.
 - (22) For Custom Dwellings located on a private drive, the alley easement development regulations shall apply.

Table 3-4
Multifamily Development Regulations for Neighborhood General 1 (NG-1),
Neighborhood General 2 (NG-2)
and Village Center

Development Regulations	Multifamily Land Use Category					Notes
	Village Center (VC) Stand Alone Residential	Village Center (VC)	NG-2 at Minimum 30 du/nra	NG-2	NG-1	
Minimum Lot Size (Square Feet):	10,000	No Minimum	10,000	7,200	10,000	(3)(4)(6)

Maximum Lot Size:	-	-	-	-	-	(3)(4)(6)
Minimum Lot Area per Dwelling Unit:	1,000	-	1,000	1,800	2,900	(3)(4)(6)
Minimum Lot Dimensions (Feet):						
Width	90	-	90	90	90	(9)
Width, Corner Lot	95	-	95	95	95	(9)
Depth	100	-	100	100	100	(9)
Frontage	80	-	35	35	35	(8)(9)
Minimum Front Yard (Feet):	10	-	10	15	15	(8)
Minimum Side Yard Per Story (Feet):						
Interior Lots	10/20 max.	-	10/20 max.	10/20 max.	10/20 max.	(1)(8)(10)
Corner Lots	10	-	10	15	15	(1)(8)
Minimum Rear Yard (Feet per Story):	10/20 max.	5	10/20 max.	10/20 max.	10/20 max.	(10)
Minimum Building Setback (Feet) to Private Drive	0	5	0	5	5	
Maximum Height (Feet):	55	55	55	45	36	(2)
Distance Between Structures	6	-	10	10	10	(7)
Maximum FAR	NA	1.0	-	-	-	(11)
Landscaping (percent of lot area)	5%	5%	5%	5%	5%	
Bedrooms per Dwelling Unit (Percent of Total Dwelling Units):						
3 or more bedrooms	-	-	-	20%	20%	
4 or more bedrooms	-	-	-	10%	10%	
Usable Open Space Area per Dwelling Unit–Minimum	SEE TABLE 3-5					
On-Site Parking Requirements (Parking Spaces):						
Studio Units	1	1	1	-	-	(5)(10)
One Bedroom Units	1.5	1	1	-	-	(5)(10)
Two Bedroom Units	2	1.5	1.5	-	-	(5)(10)
Three Bedroom Units	2	2	2	-	-	(5)(10)
Four Bedroom Units	3	3	3	-	-	(5)(10)
Guest Parking	1 per 15 units	0	1 per 15 units	-	-	(5)(10)
Landscaping	See Salinas Zoning Code Article V, Division 4: Landscaping and Irrigation.					
Fences, Walls and Hedges	See Salinas Specific Plan Section 4.5.1.					
Off Street Parking, Loading, and Outdoor Lighting	See Section 4.2.2 and Appendix E of this Specific Plan and Salinas Zoning Code Article V, Division 2: Parking, Loading and Outdoor Lighting.					
Driveway and Corner Visibility	See Salinas Zoning Code Section 37-50.460 Driveway and Corner Visibility.					
Signs	See Salinas Zoning Code Article V, Division 3: Signs.					
Outdoor Facilities	See Salinas Zoning Code Section 37-50.170 Outdoor Storage and Display.					
Accessory Uses and Structures	See Salinas Zoning Code Section 37-50.010 Accessory Uses and Structures.					
Screening of Mechanical Equipment	See Salinas Zoning Code Section 37-50.240 Screening of Mechanical Equipment.					

Temporary Use of Land	See Zoning Code Section 37-50.300 Temporary Use of Land
Recreational Vehicles, Prohibited Vehicles and Equipment	See Zoning Code Section 37-50.190 Recreational Vehicles, Prohibited Vehicles and Equipment Parking and Storage
Swimming Pools, Spas, and Hot Tubs	See Zoning Code Section 37-50.010(k) Swimming Pools, Spas, and Hot Tubs
Vehicle Trip Reduction	See Zoning Code Section 37-50.330 Vehicle Trip Reduction
Condominium Conversions	See Zoning Code Section 37-50.050 Condominium Conversions
Recycling and Solid Waste Disposal	See Salinas Zoning Code Section 37-50.200 Recycling and Solid Waste Disposal Regulations.
Performance Standards	See Salinas Zoning Code Section 37-50.180 Performance Standards.
Planned Unit Developments	See Salinas Zoning Code Article VI, Division 13: Planned Unit Development Permits.
Accessory Dwelling Units	See Salinas Zoning Code Section 37-50.250 Accessory Dwelling Units
Nonconforming Uses and Structures	See Salinas Zoning Code Section 37-50.160 Nonconforming Uses and Structures

- (1) Architectural features can project two feet into front, corner or interior side yard setbacks that are five feet or more.
- (2) See Salinas Zoning Code Section 37-50.080: Exceptions to Height Limits.
- (3) See Salinas Zoning Code Section 37-50.060: Density Bonus.
- (4) Minimum lot sizes may be reduced when the exclusive use of such lots is intended for utility substations, pumping stations, and similar features.
- (5) Assumes shared parking with office/retail uses in addition to this required amount for one and two bedroom units in the mixed use Village Center, and two bedroom units built to a minimum of 30 du/nra in the NG-2.
- (6) Subareas 1.6, 1.7 (eastern portion), 3.1 and 3.5 adjacent to the Village Center may be built at a minimum density of 30 du/nra to a maximum of 40 du/nra. This can be done only through commercial conversion and the total unit count for these subareas may exceed the maximum specified in Table 3-6.
- (7) Five feet per story per building/maximum 20'.
- (8) For lots that do not have street frontage (such as green court housing products, etc.) the location of required front, side, and rear yards will be determined by the City Planner.
- (9) If alley easements are proposed, minimum lot dimensions shall increase to the centerline of the easement, as applicable.
- (10) Carports may be located within five feet of an adjacent interior property line.
- (11) Plus 10 dwelling units per net residential acre.



West Area Specific Plan



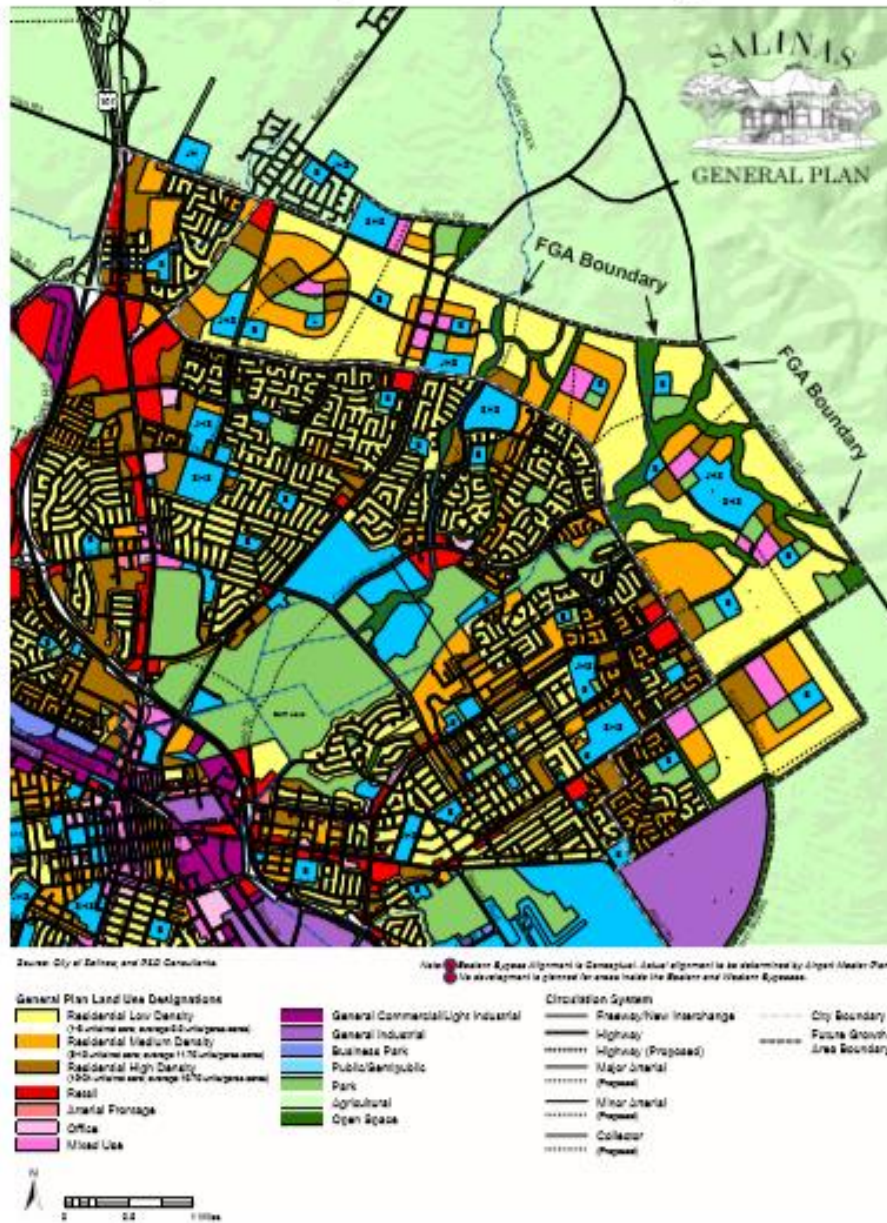
FIGURE 2-1
Specific Plan
Land Use Map

Note: Turn restrictions may be required to minimize traffic impacts along existing streets and driveways for turning or accessing on San Juan Grade Road.

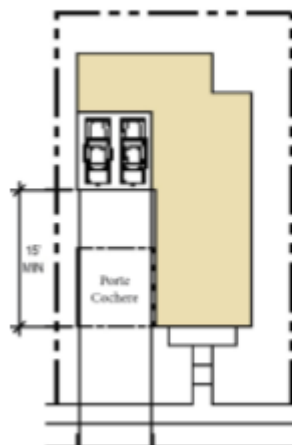




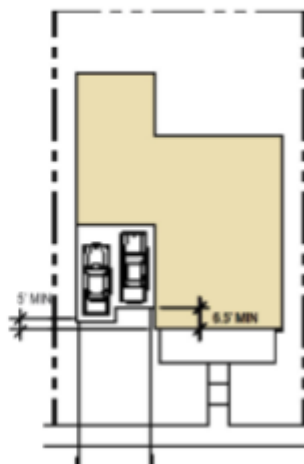
Figure 1-3: Existing General Plan Land Use Designations



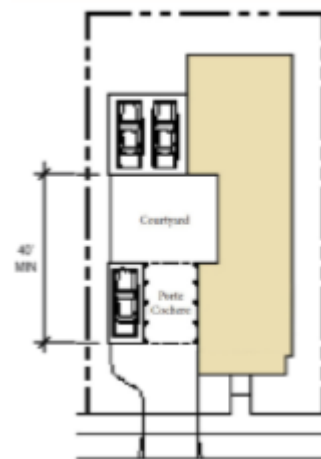
Deep Recessed Garage with or without Porte-Cochere



Offset Garage



Rear Courtyard Garage





West Area Specific Plan

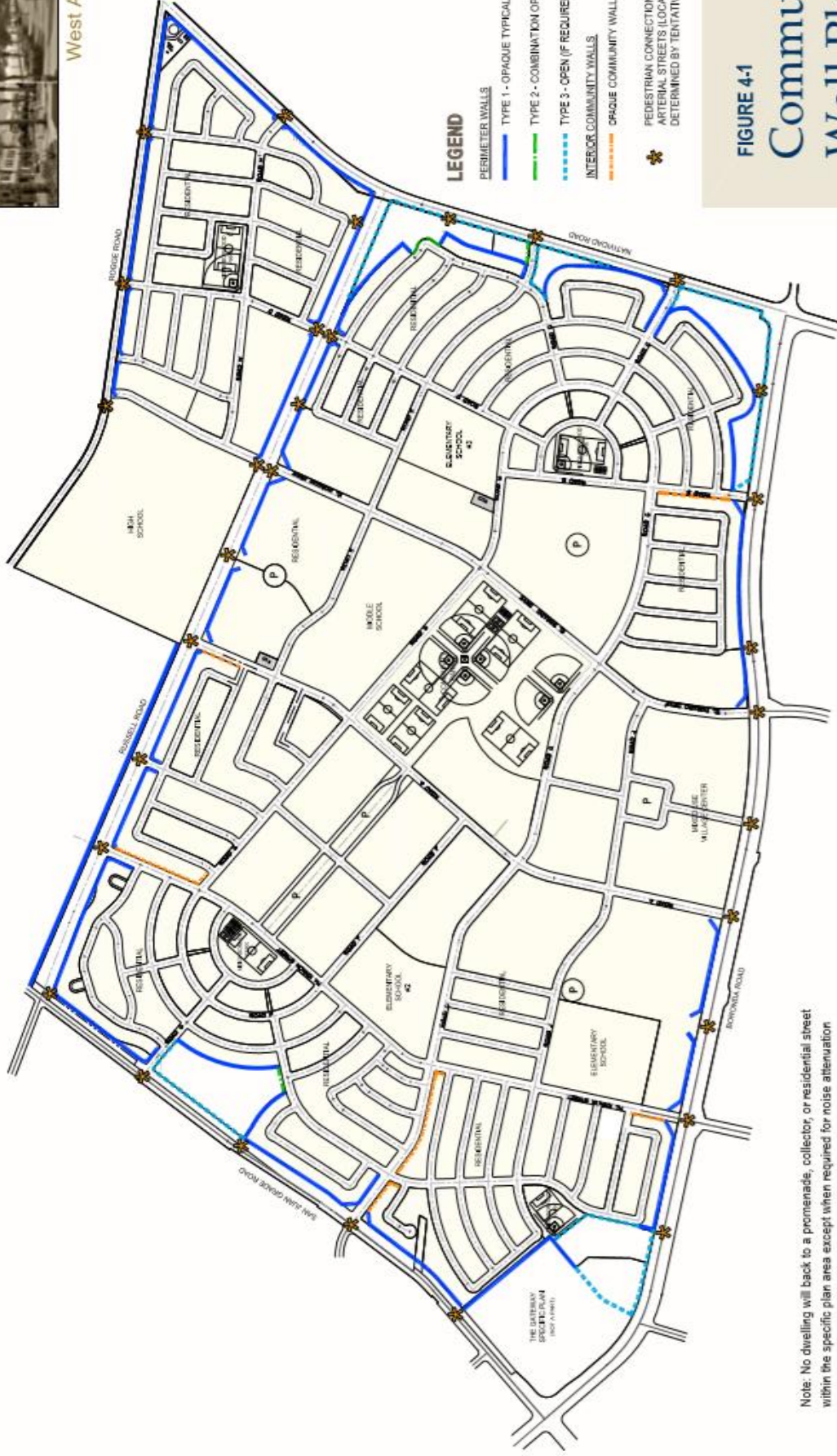


FIGURE 4-1

Community Wall Plan Concept

Note: No dwelling will back to a promenade, collector, or residential street within the specific plan area except when required for noise attenuation as approved by the City Engineer and City Planner



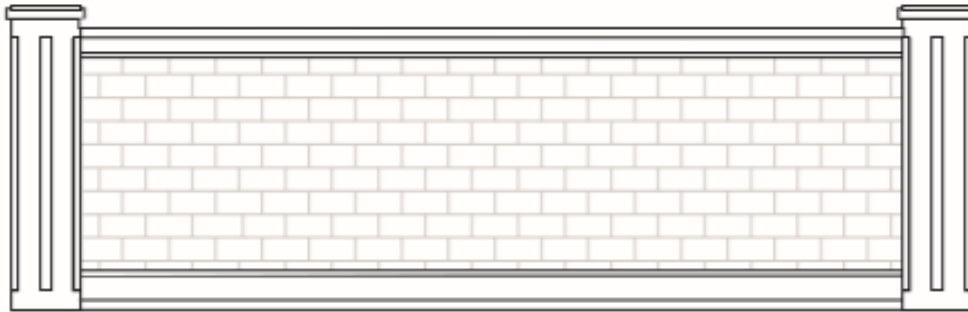
Figure 4-2: Perimeter Walls

Type 1 Opaque

Typical Screen Wall & Community Wall ⁽¹⁾⁽²⁾

Capped Pilaster & Block Wall With Textured Finish Paint

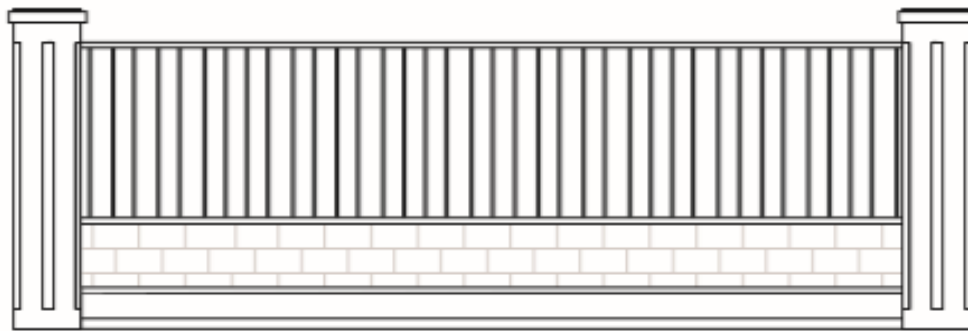
(Sierra Classic or Similar)



(1) As required for sound attenuation and where required by City Engineer.

Type 2 Combination Opaque/Open ⁽¹⁾⁽²⁾

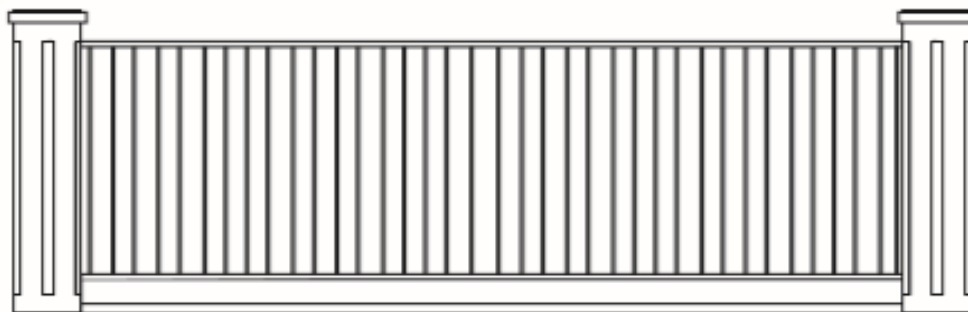
Capped Pilaster & Block Wall With Tube Metal



(1) May be used as an alternate to a type I wall when abutting the supplemental detention/retention basin or where otherwise approved by the City Engineer or City Planner.

Type 3 Open ⁽²⁾

Capped Pilaster & Tube Metal



(2) Wall height for all wall types to be determined by the City Engineer or City Planner.

Table 1-1: West Area Specific Plan Property Ownership

APN	Property Identification	Approximate Land Area (Gross Acres)
211231060000	Cloverfield	138.36
211231061000	Cloverfield	138.36
211231016000	Harden	72.56
211011002000	Sbrana	117.95
211231012000	Kantro	154.04
211231013000	Bondesen	99.55
211011003000	Kantro	154.04
211011009000	Madalora	108.32
211231059000	Santa Rita Union School District	11.46
211011011000	Salinas Union High School District	38.97
211011008000	Mortensen	52.85
211011010000	Osequera	1.71
211011001000	Piffero	0.78
Total		796.55

Table 6-4: Projected Plan Area Student Population

Dwelling Unit Type	Total Dwelling Units	Education Level	Generation Factor	Students Generated
Single-Family (NE and NG-1)	3,164	Elementary	0.3148	996
		Middle	0.1955	619
		High	0.208	658
Multifamily (NG-2 and Village Center)	1,176	Elementary	0.5715	672
		Middle	0.1892	223
		High	0.041	48
Total				3,216

Source: Salinas Union High School District: 2018 School Facility Needs Analysis and Justification Report; Santa Rita Union School District School Facilities Needs Analysis March 6, 2018.

note: table assumes (high) single family (SF) detached units for all SF units, due to lack of detailed lot counts for attached and detached SFU's.

\\COSRedirect\Users\jill.miller\Documents\ADVANCED PLANNING\WASP Admin Record\PC packet

materials\attachment working drafts DRAFTS YOU DONT NEED THIS FILE TARA\Attachment 9 West Area
Specific Plan and Errata Sheet OMNIBUS 11-22-19.docx



City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT

65 W. Alisal Street, 2nd Floor • Salinas, California 93901
(831) 758-7387 • (831) 775-4258 (Fax) • www.ci.salinas.ca.us

DATE: October 14, 2015

TO: State Clearinghouse
State Responsible Agencies
State Trustee Agencies
Other Public Agencies
Interested Organizations

FROM: Gabriel Elliott, Project Manager
City of Salinas
65 West Alisal Street (Second Floor)
Salinas, CA 93901
(831) 775-4246 – phone
(831) 775-4258 – fax
gabriel.elliott@ci.salinas.ca.us

SUBJECT: NOTICE OF PREPARATION – WEST AREA SPECIFIC PLAN EIR

EIR CONSULTANT

Steve McMurtry, Principal Planner
De Novo Planning Group
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762
Phone: (916) 580-9818

An Initial Study has been prepared for the proposed project and is attached to this Notice of Preparation (NOP). The Initial Study lists those issues that will require detailed analysis and technical studies that will need to be evaluated and/or prepared as part of the EIR. The EIR will consider potential environmental effects of the proposed project to determine the level of significance of the environmental effect, and will analyze these potential effects to the detail necessary to make a determination on the level of significance.

Those environmental issues that have been determined to be less than significant will have a discussion that is limited to a brief explanation of why those effects are not considered potentially significant. In addition, the EIR may also consider those environmental issues which are raised by responsible agencies, trustee agencies, and members of the public or related agencies during the NOP process.

We need to know the views of your agency or organization as to the scope and content of the environmental information germane to your agency's statutory responsibilities or of interest to your organization in connection with the proposed project. Specifically, we are requesting the following:

1. If you are a public agency, state whether your agency will be a responsible or trustee agency for the proposed project and list the permits or approvals from your agency that will be required for the project and its future actions;



City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT

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(831) 758-7387 • (831) 775-4258 (Fax) • www.ci.salinas.ca.us

2. Identify significant environmental effects and mitigation measures that you believe need to be explored in the EIR with supporting discussion of why you believe these effects may be significant;
3. Describe special studies and other information that you believe are necessary for the City of Salinas to analyze the significant environmental effects, alternatives, and mitigation measures you have identified;
4. For public agencies that provide infrastructure and public services, identify any facilities that must be provided (both on- and off-site) to provide services to the proposed project;
5. Indicate whether a member(s) from your agency would like to attend a scoping workshop/meeting for public agencies to discuss the scope and content of the EIR's environmental information;
6. Provide the name, title, and telephone number of the contact person from your agency or organization that we can contact regarding your comments.

Due to the time limits mandated by State law, your response must be sent and received by the City of Salinas by the following deadlines:

- For responsible agencies, not later than 30 days after you receive this notice.
- For all other agencies and organizations, not later than 30 days following the publication of this Notice of Preparation. The 30 day review period ends on Tuesday, November 10, 2015.

If we do not receive a response from your agency or organization, we will presume that your agency or organization has no response to make.

A responsible agency, trustee agency, or other public agency may request a meeting with the City of Salinas or its representatives in accordance with Section 15082(c) of the CEQA Guidelines. A public scoping meeting will be held during the public review period as follows:

SCOPING MEETING: October 29, 2015 at 6:30 p.m., at the McKinnon Elementary School, Multi-purpose room, 2100 McKinnon Street, Salinas, CA 93906.

Please send your response or questions to Gabriel Elliott, Project Manager at the City of Salinas located at 65 W. Alisal Street (Second Floor), Salinas, CA 93901. Contact information: email: gabriel.elliott@ci.salinas.ca.us; Telephone: (831) 775-4246.

Exhibit D Draft Environmental Impact Report

https://www.cityofsalinas.org/sites/default/files/volume_i_west_area_specific_plan_public_draft_final_1.pdf

Exhibit E Draft Environmental Impact Report Technical Appendices

https://www.cityofsalinas.org/sites/default/files/volume_ii_appendices_west_area_specific_plan_public_draft_eir_web_0.pdf

Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613
 For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH # 2006021072**Project Title:** West Area Specific PlanLead Agency: City of SalinasContact Person: Jill Miller, Senior PlannerMailing Address: 65 West Alisal Street, 2nd FloorPhone: 831-758-7206City: SalinasZip: 93901County: Monterey**Project Location:** County: MontereyCity/Nearest Community: SalinasCross Streets: San Juan Grade Road and East Boronda RoadZip Code: 93901Longitude/Latitude (degrees, minutes and seconds): 36 ° 43 ' 18 " N / 121 ° 38 ' 16 " W Total Acres: 797Assessor's Parcel No.: several

Section: _____

Twp.: _____

Range: _____

Base: _____

Within 2 Miles: State Hwy #: U.S. 101

Waterways: _____

Airports: _____

Railways: _____

Schools: several**Document Type:**

CEQA: ☐ NOP
☐ Early Cons
☐ Neg Dec
☐ Mit Neg Dec

☒ Draft EIR
☐ Supplement/Subsequent EIR
 (Prior SCH No.) _____
 Other: _____

NEPA: ☐ NOI
☐ EA
☐ Draft EIS
☐ FONSI

Other: ☐ Joint Document
☐ Final Document
☐ Other: _____

Local Action Type:

☐ General Plan Update
☐ General Plan Amendment
☐ General Plan Element
☐ Community Plan

☒ Specific Plan
☐ Master Plan
☐ Planned Unit Development
☐ Site Plan

☒ Rezone
☐ Prezone
☐ Use Permit
☒ Land Division (Subdivision, etc.)

☐ Annexation
☐ Redevelopment
☐ Coastal Permit
☐ Other: _____

Development Type:☒ Residential: Units 4340 Acres 480☐ Office: Sq.ft. _____

Acres _____

Employees _____

☒ Commercial: Sq.ft. 571,500

Acres _____

Employees _____

☐ Industrial: Sq.ft. _____

Acres _____

Employees _____

☒ Educational: 1 HS, 1 MS, 3 Elem schools☒ Recreational: 49 acres of parks☐ Water Facilities: Type _____

MGD _____

☐ Transportation: Type _____☐ Mining: Mineral _____☐ Power: Type _____

MW _____

☐ Waste Treatment: Type _____

MGD _____

☐ Hazardous Waste: Type _____☐ Other: _____**Project Issues Discussed in Document:**

☒ Aesthetic/Visual
☒ Agricultural Land
☒ Air Quality
☒ Archeological/Historical
☒ Biological Resources
☐ Coastal Zone
☒ Drainage/Absorption
☐ Economic/Jobs

☐ Fiscal
☒ Flood Plain/Flooding
☒ Forest Land/Fire Hazard
☒ Geologic/Seismic
☒ Minerals
☒ Noise
☒ Population/Housing Balance
☒ Public Services/Facilities

☒ Recreation/Parks
☒ Schools/Universities
☒ Septic Systems
☒ Sewer Capacity
☒ Soil Erosion/Compaction/Grading
☒ Solid Waste
☒ Toxic/Hazardous
☒ Traffic/Circulation

☒ Vegetation
☒ Water Quality
☒ Water Supply/Groundwater
☒ Wetland/Riparian
☒ Growth Inducement
☒ Land Use
☒ Cumulative Effects
☐ Other: _____

Present Land Use/Zoning/General Plan Designation:

GP= Mixed Use, Res Low, Res Medium, Res High, Public/Semipublic, Open Space and Park. Zoning= New Urbanism Interim

Project Description: (please use a separate page if necessary)

An application for adoption of a Specific Plan and rezoning of the Specific Plan Area from New Urbanism Interim (NI) with a Specific Plan Overlay, to Neighborhood Edge (NE)/Low Density Residential, Neighborhood General 1 (NG-1)/Medium Density Residential, Neighborhood General 2 (NG-2)/High Density Residential, Village Center (VC), Public/Semipublic (PS), Parks (P), and Open Space (OS), with the applicable Specific Plan Overlay District. The West Area Specific Plan will provide for up to 4,340 new dwelling units, 571,500 sq.ft. of commercial floor area, 5 schools, parks and associated infrastructure.

Reviewing Agencies Checklist

Lead Agencies may recommend State Clearinghouse distribution by marking agencies below with and "X".

If you have already sent your document to the agency please denote that with an "S".

<input checked="" type="checkbox"/> Air Resources Board	<input type="checkbox"/> Office of Historic Preservation
<input type="checkbox"/> Boating & Waterways, Department of	<input type="checkbox"/> Office of Public School Construction
<input type="checkbox"/> California Emergency Management Agency	<input type="checkbox"/> Parks & Recreation, Department of
<input type="checkbox"/> California Highway Patrol	<input type="checkbox"/> Pesticide Regulation, Department of
<input checked="" type="checkbox"/> Caltrans District # 5	<input checked="" type="checkbox"/> Public Utilities Commission
<input type="checkbox"/> Caltrans Division of Aeronautics	<input checked="" type="checkbox"/> Regional WQCB # 3
<input type="checkbox"/> Caltrans Planning	<input type="checkbox"/> Resources Agency
<input type="checkbox"/> Central Valley Flood Protection Board	<input type="checkbox"/> Resources Recycling and Recovery, Department of
<input type="checkbox"/> Coachella Valley Mtns. Conservancy	<input type="checkbox"/> S.F. Bay Conservation & Development Comm.
<input type="checkbox"/> Coastal Commission	<input type="checkbox"/> San Gabriel & Lower L.A. Rivers & Mtns. Conservancy
<input type="checkbox"/> Colorado River Board	<input type="checkbox"/> San Joaquin River Conservancy
<input checked="" type="checkbox"/> Conservation, Department of	<input type="checkbox"/> Santa Monica Mtns. Conservancy
<input type="checkbox"/> Corrections, Department of	<input type="checkbox"/> State Lands Commission
<input type="checkbox"/> Delta Protection Commission	<input type="checkbox"/> SWRCB: Clean Water Grants
<input type="checkbox"/> Education, Department of	<input type="checkbox"/> SWRCB: Water Quality
<input type="checkbox"/> Energy Commission	<input type="checkbox"/> SWRCB: Water Rights
<input checked="" type="checkbox"/> Fish & Game Region # 4	<input type="checkbox"/> Tahoe Regional Planning Agency
<input type="checkbox"/> Food & Agriculture, Department of	<input type="checkbox"/> Toxic Substances Control, Department of
<input type="checkbox"/> Forestry and Fire Protection, Department of	<input type="checkbox"/> Water Resources, Department of
<input type="checkbox"/> General Services, Department of	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Health Services, Department of	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Housing & Community Development	
<input checked="" type="checkbox"/> Native American Heritage Commission	

Local Public Review Period (to be filled in by lead agency)

Starting Date February 22, 2019 Ending Date April 9, 2019

Lead Agency (Complete if applicable):

Consulting Firm: De Novo Planning Group
Address: 1020 Suncoast Lane, Suite 106
City/State/Zip: El Dorado Hills, CA 95762
Contact: Steve McMurtry, Principal
Phone: 916-580-9818

Applicant: Harrod Construction Company
Address: 365 Victor Street, Suite #S
City/State/Zip: Salinas, CA 93907
Phone: 831-758-4368

Signature of Lead Agency Representative: _____

Date: 2-14-19

Authority cited: Section 21083, Public Resources Code. Reference: Section 21161, Public Resources Code.

Exhibit G Final Program Environmental Impact Report (link)

<https://salinas.legistar.com/View.ashx?M=F&ID=7930583&GUID=47D41C7D-A7FF-43B2-AD0A-81EE780CE223>

EXHIBIT “H”

CEQA FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS OF THE CITY COUNCIL OF THE CITY OF SALINAS FOR THE WEST AREA SPECIFIC PLAN

I. INTRODUCTION

The City of Salinas (hereinafter “City”), as lead agency, prepared a Program Environmental Impact Report (hereinafter “EIR”) for the West Area Specific Plan (hereinafter “Specific Plan” or “project”). In its entirety, the EIR consists of the February 27, 2019 Draft Program EIR (hereinafter “Draft EIR” or “DEIR”) and the October 10, 2019 Final Program EIR (hereinafter “Final EIR” or “FEIR”) (State Clearinghouse No. 2006021072).

The Applicant has submitted applications requesting approval of the West Area Specific Plan, Rezoning, and Development Agreement. As approved, the project will facilitate the City’s future consideration of applications for individual projects to be proposed within the Specific Plan Area.

The EIR analyzes the impacts of the West Area Specific Plan and the anticipated subsequent filing of maps and other development applications in the future. Therefore, the EIR analyzes the total impacts of the West Area Specific Plan, including these applications yet unfilled, so that future filings will not require separate environmental analysis, as long as development proposed does not substantially deviate from the approved Specific Plan. The specific processes by which the City will review individual applications are set forth on pages ES-1 through pages ES-4 of the Draft EIR and are also described below in section III(D).

These findings, as well as the accompanying statement of overriding considerations in Section XI below, have been prepared in accordance with the California Environmental Quality Act (hereinafter “CEQA”) (Pub. Resources Code, § 21000 et seq) and its implementing guidelines (hereinafter “CEQA Guidelines”) (Cal. Code Regs., tit. 14, § 15000 et seq).

II. DEFINITIONS AND ACRONYMS

Like the EIR itself, these findings use a number of acronyms. Key acronyms are defined the first time they are introduced in the text of this document.

III. PROJECT DESCRIPTION

A. Location

As described in the DEIR, the City of Salinas is located in northern Monterey County, within the Salinas Valley between the Gabilan and Santa Lucia mountain ranges. Salinas is situated approximately 20 miles northeast of the City of Monterey, 60 miles south of San Jose, 100 miles south of San Francisco and 325 miles north of Los Angeles. Figure 2-1 in the Draft EIR displays the project regional location. Several regional transportation routes are located within or near Salinas, including U.S. Highway 101 (U.S. 101), State Routes 68 (SR 68) and 183 (SR 183), the

Union Pacific Railroad line and the Monterey Regional Airport in Monterey. Salinas Municipal Airport, a general aviation facility, is located in the southeastern portion of the city.

The Specific Plan Area is located within the incorporated boundary of the City of Salinas. It is bounded by San Juan Grade Road on the west, East Boronda Road (also referred to as “Boronda Road”) on the south, Natividad Road on the east, and Rogge Road and the future extension of Russell Road on the north. Gabilan Creek is located east of the Specific Plan Area, while U.S. 101 and North Main Street are located to the west. Unincorporated land under the jurisdiction of the County of Monterey abuts the Specific Plan Area on the north and northeast (DEIR, p. 2.0-1).

B. Overview

The West Area Specific Plan establishes the land use planning and regulatory guidance, including the land use and zoning designations and policies, development regulations, and design standards, for the approximately 797-acre Specific Plan Area. The Specific Plan will serve as a bridge between the Salinas General Plan and individual development applications in the Specific Plan Area, applying—and adding greater specificity to—the goals, policies and concepts of the General Plan for that area. The Specific Plan provides a complete blueprint for development of the Specific Plan Area, including:

- A description of proposed land uses,
- Policies, regulations and standards to support the Specific Plan,
- Infrastructure needed to support the Specific Plan, and
- Implementation and administrative processes needed for plan development.

The Specific Plan has been crafted to be consistent with overall community goals as expressed in the City of Salinas General Plan, as well as more specific policies and implementation measures contained in other documents. The City of Salinas Zoning Code requirements will apply to development applications and property within the Specific Plan Area unless specifically superseded by the development regulations or design standards contained in the Specific Plan.

The underlying purpose of the project is the approval and subsequent implementation of the West Area Specific Plan (including the Specific Plan’s goals) and related entitlements. Land uses in the approximate 797-acre Specific Plan Area include residential, mixed use commercial, community park, neighborhood parks, small parks, schools and open space (including supplemental storm water detention/retention basins). Implementation will involve development of the site under the New Urbanism Zoning Districts of Neighborhood Edge (NE)/Low Density Residential, Neighborhood General 1 (NG-1)/Medium Density Residential, Neighborhood General 2 (NG-2)/High Density Residential, Village Center (VC) as well as the Public and Semipublic (PS), Parks (P), and Open Space (OS) Zoning Districts.

The quantifiable objectives of the project include the development of up to 4,340 residential dwelling units (with a minimum of 3,553 required under the General Plan), up to 571,500 square feet of commercial/mixed use building area, and up to 177 acres of public facilities (including three elementary schools, a high school, a middle school, open space areas (including supplemental storm water detention/retention basins) and 11 parks). It is anticipated that the Specific Plan Area will house up to 15,928 residents at project build-out.

C. Project Objectives

The underlying purpose of the project is the approval and subsequent implementation of the West Area Specific Plan and related entitlements. The quantifiable objectives of the project include the development of up to 4,340 residential dwelling units (with a minimum of 3,553 required under the General Plan), up to 571,500 square feet of commercial/mixed use building area, and up to 177 acres of public facilities (including three elementary schools, a high school, a middle school, open space (including supplemental detention/retention basins) and 11 parks. The Specific Plan goals are summarized as follows:

- Create a community with a compact form that promotes sustainable neighborhood design and is pedestrian, bicycle, and transit friendly.
- Provide a variety of land uses in easy walking distance of housing including a mixed use village, parks, and schools to reduce vehicle miles traveled.
- Provide parks and other public green space in accordance with General Plan standards that are designed to be safe and easily accessible to residents.
- Provide a variety of low density, medium density, and high density housing to provide a variety of housing options for residents at various life stages.
- Provide public services and infrastructure improvements that achieve and maintain City service standards.
- Provide an inviting tree-lined street system which incorporates traffic calming and other measures.
- Establish an interconnected sidewalk/path and open space system throughout the development which links to the greater Future Growth Area (FGA) and City as a whole.
- Create a sense of place and unique identity through the use of entry treatments, landscaping, streetscapes, public art, decorative street lighting, pedestrian amenities and other elements.
- Provide for a reasonable jobs/housing balance.
- Provide opportunities for senior housing.
- Provide for a site/parcel-based post-construction Stormwater Control Measures (SCMs)/LID to the maximum extent practicable.

It is noted that there are additional project objectives that are not specifically presented in the Specific Plan, but are more overarching and are a response to, and driven by, the policy direction from the State Legislature and the Salinas City Council.

The State Legislature has declared that “California has a housing supply and affordability crisis of historic proportions. The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state's environmental and climate objectives.” (Government Code section 65589.5.) The Legislature notes that “California housing has become the most expensive in the nation. The excessive cost of the state's housing supply is partially caused by activities and policies of many local governments that limit the approval of housing, increase the cost of land for housing, and require that high fees and exactions be paid by

producers of housing.” The Legislature further found that “Among the consequences of those actions are discrimination against low-income and minority households, lack of housing to support employment growth, imbalance in jobs and housing, reduced mobility, urban sprawl, excessive commuting, and air quality deterioration.” The legislative intent of Government Code section 65589.5 is to “significantly increase the approval and construction of new housing for all economic segments of California's communities by meaningfully and effectively curbing the capability of local governments to deny, reduce the density for, or render infeasible housing development projects and emergency shelters. That intent has not been fulfilled.” The State Legislature established its policy direction in the statute as follows: “It is the policy of the state that this section should be interpreted and implemented in a manner to afford the fullest possible weight to the interest of, and the approval and provision of, housing.”

The City of Salinas has recognized the need for additional housing supply for its citizens for many decades. Dating back to 1986, the City entered into the Boronda Memorandum of Understanding (MOU) with the County of Monterey to preserve the best agricultural land and to provide certain areas for future urban growth. Twenty years later, in 2006, the Greater Salinas Area MOU was adopted to preserve agricultural lands within Monterey County, and to provide future growth areas (FGAs) for Salinas. A year later, in 2007, applications for an amendment to the City's Sphere of Influence (to include the FGAs) and Pre-Zoning and Annexation (for the majority of the North of Boronda FGA consisting of approximately 2,400 acres) were submitted to the Monterey County Local Agency Formation Commission (LAFCO) for consideration. A Supplemental EIR for the Salinas General Plan Final Program EIR (SCH#2007031055) was also submitted in conjunction with the applications. The applications were approved by LAFCO on May 19, 2008. The North of Boronda FGA (which includes the West Area Specific Plan) was formally annexed to the incorporated City of Salinas on September 8, 2008 and zoned New Urbanism Interim (NI) with a Specific Plan Overlay. The West Area Specific Plan is a reflection of over twenty years of planning for new development, which is reflected by the City Council's approval of the FGA, including annexation of the land into the City limits.

The following two overarching project objectives are presented here as a response to: 1) the State Legislature's declaration of a housing crisis in California, 2) the State Legislature's policy direction for the provision of more housing, 3) the Salinas City Council's more than 30 years of planning for urban development within the FGAs, which includes the West Area Specific Plan, and 4) the Salinas City Council's policy direction as provided in the approved FGAs and General Plan:

- Objective 1: Respond to the State Legislature's declaration of a housing crisis in California, and their policy direction that local governmental agencies provide more housing, by including provisions for the construction of new housing supply within the West Area Specific Plan.
- Objective 2: Respond to the Salinas City Council's long-term vision and policy direction for new urban development to be focused in the Future Growth Areas, by including provisions the construction of new urban development consistent with the City of Salinas General Plan.

Based on its own review of the EIR and other information and testimony received in connection with the project, as well as the statutory and planning policies described above, the City Council finds all of these objectives to be acceptable and persuasive from a public policy standpoint. In

choosing to approve the project, the City thus embraces these objectives and accords them weight in considering the feasibility of alternatives set forth in the EIR, and in invoking overriding considerations in approving the project. (See *Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1507-1508.)

D. Discretionary Approvals

Project approval requires the City, as lead agency, to take discrete planning and regulatory actions to approve the overall project. In addition, certain “responsible agencies” may ultimately rely in part on the programmatic analysis in the Specific Plan Area in making decisions associated with future site-specific projects consistent with the Specific Plan. Described below are the discretionary actions necessary to carry out the project.

City of Salinas

In addition to certifying the Final EIR and adopting these Findings and the associated Statement of Overriding Considerations and Mitigation Monitoring Plan (CEQA requirements), the City itself must approve the following actions:

- Certification of the EIR and adoption of the Mitigation Monitoring and Reporting Program (MMRP);
- Approval of the Draft West Area Specific Plan;
- Approval of the rezoning of the Specific Plan area from NI with a Specific Plan Overlay to NE/Low Density Residential, NG-1/Medium Density Residential, NG-2/High Density Residential, VC, PS, P and OS. A Specific Plan Overlay is also applicable to each Zoning District; and
- Approval of the Development Agreement;
- Subsequent Approvals: Parcel Maps, tentative maps, Final Maps, Subdivision Improvement Plans, Site Improvement Plans, Grading Permits, Building Permits, Conditional Use Permits, Business Permits, Encroachment Permits, etc.

Other Responsible/Trustee Agencies

The agencies below will also use the EIR, either as responsible agencies or as trustee agencies:

- California Department of Fish and Wildlife – Lake and Streambed Alteration Agreement (1600 permit);
- Cal Water – Approval of SB 610 Water Supply Assessment, Approval to serve the Specific Plan Area;
- Central Coast Region - Regional Water Quality Control Board – Clean Water Act Section 401 Water Quality Certification, National Pollution Discharge Elimination System (NPDES) general construction permit;
- Comcast/AT&T/SBC/Other – Approval to serve the Specific Plan Area, approval of telecommunications utility plans, Encroachment Permits;
- Johnson Canyon Landfill – Approval to serve the Specific Plan Area;
- Monterey Bay Air Resources District – Authority to Construct; Demolition permit;

- Monterey Bay Community Power – Approval to Serve the Specific Plan Area;
- Monterey One Water – Approval to serve the Specific Plan Area for wastewater services, and Encroachment Permit;
- Monterey County Health Department - Well demolition permit, Well construction permit;
- Monterey County Water Resources Agency – Approval to serve the Specific Plan Area, Encroachment Permit;
- Monterey-Salinas Transit – Approval to serve the Specific Plan Area, approval of bus stop locations and design;
- Pacific Gas and Electric Company – Approval to serve Specific Plan Area, approval of relocation plans, approval of electric and gas utility plans, Encroachment Permit;
- Salinas Valley Solid Waste Authority – Approval to serve the Specific Plan Area; and
- Santa Rita Union School District – Approval of site for the construction of two new elementary schools and one middle school

Federal Agencies

The following federal agencies also have approval authority over some aspects of the project, though these agencies are not subject to CEQA and instead are required to comply with the federal National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.):

- U.S. Army Corps of Engineers;
- U.S. Fish and Wildlife Service; and
- U.S. Federal Emergency Management Agency.

Future Projects

All individual future development projects proposed within the Specific Plan Area will be reviewed to determine their individual CEQA compliance requirements. The type of CEQA analysis required would be determined at the time a project is proposed.

It is noted that the Specific Plan provides a very high level of design detail for certain components of the project. To the extent that sufficient detail is available in the Specific Plan, a full project-level analysis is provided in this EIR. Examples of a full project level analysis would include topics that are related to the physical acreage affected (i.e., the project footprint), as opposed to the number of units, land uses/zoning, or other design parameters. Topics such as Biological Resources, Cultural Resources, and Hydrology/Water Quality are analyzed at a project-level analysis in this EIR given that these are physical environmental resources, and the area of impact is fully defined. Additionally, the Specific Plan includes a substantial level of detailed information that allows for a project-level analysis of topics such as Air Quality, Greenhouse Gases and Climate Change, Noise, Population and Housing, Transportation and Circulation, and Utilities. The analysis for these topics is driven by the number of units and square footage of development, which is detailed in the land use design and development projections. In some cases, there may be specific commercial uses that have design details developed at a later date that cannot reasonably be analyzed at a project-level at this time. Additionally, the design of the school facilities and other public facilities are not known at this time, so they are not able to be analyzed at a project-level.

This EIR examines the planning, construction and operation of the project. The program-level approach, with some project-level analysis, is appropriate for the project because it allows comprehensive consideration of the reasonably anticipated scope of the development plan; however, as discussed above, not all design aspects of the future development phases are known at this stage in the planning process. Subsequent individual development that requires further discretionary approvals will be examined in light of this EIR to determine whether additional environmental documentation must be prepared.

CEQA Guidelines Section 15168 states that a program EIR is an EIR which may be prepared on a series of actions that can be characterized as one large project and are related either:

1. Geographically,
2. As logical parts in the chain of contemplated actions,
3. In connection with issuance of rules, regulations, plans or other general criteria to govern the conduct of a continuing program, or
4. As individual activities carried out under the same authorizing statutory or regulatory authority and having generally similar environmental effects which can be mitigated in similar ways.

According to CEQA Guidelines section 15168, subdivision (c)(5), “[a] program EIR will be most helpful in dealing with later activities if it provides a description of planned activities that would implement the program and deals with the effects of the program as specifically and comprehensively as possible.” Later environmental documents (EIRs, mitigated negative declarations, or negative declarations) can incorporate by reference materials from the program EIR regarding regional influences, secondary impacts, cumulative impacts, broad alternatives, and other factors (CEQA Guidelines Section 15168[d][2]). These later documents need only focus on new impacts that have not been considered before (CEQA Guidelines Section 15168[d][3]).

Section 15168(c), entitled “Use with Later Activities,” provides, in pertinent part, as follows: Subsequent activities in the program must be examined in the light of the program EIR to determine whether an additional environmental document must be prepared:

1. If a later activity would have effects that were not examined in the program EIR, a new Initial Study would need to be prepared leading to either an EIR or a Negative Declaration. That later analysis may tier from the program EIR as provided in Section 15152.
2. If the agency finds that pursuant to Section 15162, no subsequent EIR would be required, the agency can approve the activities as being within the scope of the project covered by the program EIR, and no new environmental document would be required. Whether a later activity is within the scope of a program EIR is a factual question that the lead agency determines based on substantial evidence in the record. Factors that an agency may consider in making that determination include, but are not limited to, consistency of the later activity with the type of allowable land use, overall planned density and building intensity, geographic area analyzed for environmental impacts, and covered infrastructure, as described in the program EIR.

3. An agency shall incorporate feasible mitigation measures and alternatives developed in the program EIR into later activities in the program.
4. Where the later activities involve site specific operations, the agency should use a written checklist or similar device to document the evaluation of the site and the activity to determine whether the environmental effects of the operation were within the scope of the program EIR.

Here, the City anticipates preparing a written checklist or similar device whenever landowners within the Specific Plan area submit applications for site-specific approvals (i.e. tentative maps, conditional use permits, or other discretionary entitlements). The checklist would serve in part as a consistency checklist to determine if the application for site specific approval is consistent with the General Plan, Specific Plan, Conditions of Approval, and Mitigation Measures, and it would also include a review of the project details relative to what was anticipated and analyzed in the program EIR (i.e., whether there are new environmental effects that were not covered by the program EIR). The City's expectation, at least at present, is that the checklist will conclude that most, or all, components of the Specific Plan can be developed with no new analysis of environmental effects given that there is a high level of resolution with regard to the project details that have been analyzed in this program EIR. In some cases, however, a site-specific application (i.e., a proposed commercial use) may have specific issues associated with the project, or business, that this program EIR could not anticipate given the information that was available at this time. In those situations, the detailed site-specific information from that application could have site-specific effects not wholly anticipated in this EIR and would require some additional environmental review. (See also CEQA Guidelines section 15063, subd. (b)(1)(C).)

Future site-specific approvals may also be narrowed pursuant to the rules for tiering set forth in CEQA Guidelines Section 15152. “[T]iering is a process by which agencies can adopt programs, plans, policies, or ordinances with EIRs focusing on ‘the big picture,’ and can then use streamlined CEQA review for individual projects that are consistent with such...[first tier decisions] and are...consistent with local agencies’ governing general plans and zoning.” (*Koster v. County of San Joaquin* (1996) 47 Cal.App.4th 29, 36.) Section 15152 provides that, where a first-tier EIR has “adequately addressed” the subject of cumulative impacts, such impacts need not be revisited in second- and third-tier documents. Furthermore, second- and third-tier documents may limit the examination of impacts to those that “were not examined as significant effects” in the prior EIR or “[a]re susceptible to substantial reduction or avoidance by the choice of specific revisions in the project, by the imposition of conditions, or other means.” In general, significant environmental effects have been “adequately addressed” if the lead agency determines that:

- a. they have been mitigated or avoided as a result of the prior environmental impact report and findings adopted in connection with that prior environmental impact report; or
- b. they have been examined at a sufficient level of detail in the prior environmental impact report to enable those effects to be mitigated or avoided by site specific revisions, the imposition of conditions, or by other means in connection with the approval of the later project.

Here, as noted above, the City anticipates preparing a written checklist or similar device whenever landowners within the Specific Plan area submit applications for site-specific approvals (i.e., tentative maps, conditional use permits, or other discretionary entitlements). The checklist would serve in part as a consistency checklist to determine if the application for site specific approval is consistent with the General Plan, Specific Plan, Conditions of Approval, and Mitigation Measures, and it would also include a review of the project details relative to what was anticipated and analyzed in the program EIR (i.e., whether all significant environmental impacts identified have been “adequately addressed” in the program EIR). Thus, if a new analysis is required for these site-specific actions, it would focus on impacts that cannot be “avoided or mitigated” by mitigation measures that either (i) were adopted in connection with the Specific Plan or (ii) were formulated based on information in this EIR.

In addition, because the EIR addresses the effects of rezoning the land within the proposed Specific Plan area, future environmental review can also be streamlined pursuant to Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183. These provisions, which are similar but not identical to the tiering provisions, generally limit the scope of necessary environmental review for site-specific approvals following the preparation of an EIR for a “zoning action.” For such site-specific approvals, CEQA generally applies only to impacts that are “peculiar to the parcel or to the project” and have not been previously disclosed, except where “substantial new information” shows that previously identified impacts would be more significant than previously assumed. Notably, impacts are considered not to be “peculiar to the parcel or to the project” if they can be substantially mitigated pursuant to previously adopted, uniformly applied development policies or standards. As noted above, the City anticipates that, in assessing the extent to which the Specific Plan EIR has previously addressed significant impacts that might occur with individual projects, the City may conclude that in some instances (e.g., with respect to agricultural resources, cultural resources, geology, soils, and paleontological resources), no further analysis beyond that found in the program EIR will be necessary.

Finally, for purely residential projects consistent with the Specific Plan, the City intends to preserve its ability to treat such projects as exempt from CEQA pursuant to Government Code section 65457. Subdivision (a) of that statute provides that “[a]ny residential development project, including any subdivision, or any zoning change that is undertaken to implement and is consistent with a specific plan for which an [EIR] has been certified after January 1, 1980, is exempt from the requirements of [CEQA].” The statutes go on to say, moreover, that “if after adoption of the specific plan, an event as specified in Section 21166 of the Public Resources Code occurs, the exemption provided by this subdivision does not apply unless and until a supplemental [EIR] for the specific plan is prepared and certified in accordance with the provisions of [CEQA]. After a supplemental [EIR] is certified, the exemption ... applies to projects undertaken pursuant to the specific plan.” (See also CEQA Guidelines section 15182.)

When purely residential projects are proposed, the City will consider whether they qualify for this exemption or whether the West Area Specific Plan EIR must be updated through a supplement to this EIR or a subsequent EIR as required by Public Resources Code section 21166 and CEQA Guidelines sections 15162 and 15163.

IV. ENVIRONMENTAL REVIEW PROCESS

The Notice of Preparation (hereinafter “NOP”) of an EIR was circulated for public review and comment from October 15, 2015 to November 13, 2015 in accordance with CEQA Guidelines section 15082. Written responses to the NOP were received from the following interests/agencies:

1. Northern Salinas Valley Mosquito Abatement District (October 21, 2015)
2. California Department of Transportation (October 28, 2015)
3. Monterey-Salinas Transit (November 16, 2015)
4. Monterey County Resource Management Agency (November 16, 2015)
5. California Natural Resource Agency Division of Land Resource Protection (November 10, 2015)
6. Salinas Union High School District (November 10, 2015)
7. Ohlone/Costanoan-Esselen Nation (January 11, 2016)
8. Santa Rita Union School District (January 29, 2016)
9. Transportation Agency of Monterey County (March 31, 2016)

As part of the early consultation process and pursuant to the CEQA Guidelines section 15083 regarding early public consultation, a scoping meeting was held at the City of Salinas Rotunda (City Council chamber) on October 29, 2015. No specific comments were made about the scope of issues to be addressed in the EIR. Questions and comments were primarily focused on the project description and the project consideration process.

Pursuant to CEQA Guidelines sections 15023, subdivision (c), and 15087, subdivision (f), the State Clearinghouse in the Office of Planning and Research was responsible for distributing environmental documents to State agencies, departments, boards, and commissions for review and comment. The City followed required procedures with regard to distribution of the appropriate notices and environmental documents to the State Clearinghouse. The State Clearinghouse was obligated to make, and did make, that information available to interested agencies for review and comment. The NOP was received by the State Clearinghouse (SCH # 2006021072) and a 30-day public review period ended on November 13, 2015. The NOP and all comments received on the NOP are presented in Appendix A of the Draft EIR.

An Initial Study was also prepared for the project. Included below is a brief summary of findings from the Initial Study on environmental topics that were either found to have no impact or be less than significant, or were found to be sufficiently addressed in the General Plan EIR, and thus are not included within individual sections of the Draft EIR. For full Initial Study Findings and individual topics found to be less than significant through the Initial Study process refer to Appendix A of the Draft EIR.

- **Aesthetics:** The *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002) noted that General Plan buildout would allow development to occur in the City in both vacant and underdeveloped portions of the community, and that the introduction/expansion of urban uses into these areas has the potential to interrupt views of natural features, open space, the hillsides, and agricultural resources, reducing

the aesthetic value of these resources. Additionally, new development in the City was found to increase the amount of light and glare in the community, particularly in areas planned for nonresidential development, such as retail and general commercial. It was also found that future development under the General Plan has the potential to change the visual character of the City.

To minimize and mitigate the impacts on aesthetics, the *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002) presented the following five mitigation measures: Mitigation Measure A1 requires the City to implement the City's Gateway Guidelines; Mitigation Measure A2 requires the City to strengthen and require compliance with the City's Design Guidelines; Mitigation Measure A3 requires the City to improve the Lighting Ordinance; Mitigation Measure A4 requires the City to implement landscaping requirements for all proposed projects; and Mitigation Measure A5 requires the City to review all discretionary projects for aesthetics impacts. The *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002) concluded that with the implementation of Mitigation Measures A1 through A5, the potential citywide aesthetics impact would be reduced to a less than significant level.

Subsequently, the *Final Supplemental for the Salinas General Plan Final Program EIR* (EDAW/AECOM 2007) indicated that aesthetic impacts associated with the FGAs, which includes the West Area Specific Plan, would not be different from those discussed in the *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002). Any future development under the approved General Plan, which includes all development under the project, would be required to comply with the above referenced regulations, policies, and standards. Implementation of the project would not result in any new significant adverse impacts beyond those addressed in the in the *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002) and *Final Supplemental for the Salinas General Plan Final Program EIR* (EDAW/AECOM 2007). This topic did not warrant additional analysis and was not addressed further in the EIR.

- **Agriculture and Forest Resources:** The *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002) noted that General Plan buildout would result in the conversion of 3,525 acres of agriculture lands to urban uses. The *Final Environmental Impact Report* also indicates that General Plan buildout would result in agricultural activity in proximity to residential and other urban uses, which may result in conflicts between the uses. It is noted that agricultural activity can cause nuisances related to air quality and noise that may disturb surrounding development. Urban activities may also negatively affect nearby agricultural uses, as increased vandalism often occurs and the introduction of domestic animals may disturb certain agricultural activities.

The *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002) concluded that with the implementation of Mitigation Measures AG1 through AG4, the impacts on potential compatibility issues would be reduced to a less than significant level; however, while the impacts on agricultural conversion would be reduced to the extent feasible, a significant and unavoidable impact would remain related to the loss of important farmland. Mitigation AG5 specifically addressed Agricultural

Land Conservation Easement Program, which states that the City will work with the County of Monterey and other local jurisdictions to create and implement an agricultural land conservation easement program, including such measures as securing the dedication of easements or by paying a mitigation fee that could be used to purchase easements through a mitigation bank. Additionally, in 2006, the City Council adopted Resolution No. 19422, approving the Agricultural Land Preservation Program. The resolution adopted a \$750.00 per acre mitigation fee for agricultural lands currently designated by the California Department of Conservation's Farmland Mapping Program as "Prime" or "of Statewide Importance."

The City of Salinas certified the *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002), adopted a statement of overriding considerations relative to this significant and unavoidable impact, and approved the Salinas General Plan.

Subsequently, the *Final Supplemental for the Salinas General Plan Final Program EIR* (EDAW/AECOM 2007) indicated that agricultural impacts associated with the FGAs, which includes the Specific Plan, would not be different from those discussed in the *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002).

Any future development under the approved General Plan, which includes all development under the project, would be required to comply with the above-referenced regulations, policies, and standards. Implementation of the project would not result in any new significant adverse impacts beyond those addressed in the *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002) and *Final Supplemental for the Salinas General Plan Final Program EIR* (EDAW/AECOM 2007). This topic did not warrant additional analysis and was not addressed further in the EIR.

- **Geology and Soils:** Implementation of the project would not result in any new significant adverse impacts beyond those addressed in the Final Environmental Impact Report, Salinas General Plan (Cotton Bridges Associates 2002) and Final Supplemental for the Salinas General Plan Final Program EIR (EDAW/AECOM 2007). This topic did not warrant additional analysis and was not addressed further in the EIR.
- **Hazards and Hazardous Materials:** While the Draft EIR analyzes Hazards and Hazardous Materials, several topics were determined to not warrant additional analysis within the Chapter.

The land uses proposed within the Specific Plan Area would not be expected to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. Additionally, these uses are not expected to 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. Furthermore, the project is not located in the vicinity of an airport or private airstrip; therefore, it would not result in a safety hazard related to air traffic for people residing or working in the Specific Plan Area. These topics did not warrant additional analysis and were not addressed further in the EIR.

Separately, the City has adopted a Multi-hazard Emergency Plan, which serves as extensions of the California Emergency Plan and the Emergency Resource Management Plan. The purpose of the Multi-hazard Emergency Plan is to respond to emergency situations with a coordinated system of emergency service providers and facilities. The Emergency Operations Center (EOC) in City Hall serves as the center of the City's emergency operations. The Plan also addresses evacuation and movement of people in the event of an emergency. The project does not impair implementation of or physically interfere with the Multi-hazard Emergency Plan. Implementation of the project would have a less than significant impact relative to this environmental topic and is not further analyzed or addressed further in the EIR.

Lastly, the project is not located in an area that is considered a high risk for wildfires. The project would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. Implementation of the proposed project would have a less than significant impact relative to this environmental topic and is not further analyzed or addressed further in the EIR.

- **Land Use and Planning:** The *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002) concluded that with the impacts would be reduced to a less than significant level with mitigation.

Subsequently, the *Final Supplemental for the Salinas General Plan Final Program EIR* (EDAW/AECOM 2007) indicated that impacts associated with the FGAs, which include the Specific Plan Area, would not be different from those discussed in the *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002).

The City certified the Final Supplemental EIR and approved annexation of the North of Boronda FGA, which includes the West Area Specific Plan. The project, as proposed, is consistent with the Greater Salinas Area Memorandum of Understanding (GSA MOU). All development under the project would be required to comply with the regulations, policies, and standards identifies in the *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002), and *Final Supplemental for the Salinas General Plan Final Program EIR* (EDAW/AECOM 2007). Implementation of the project would not result in any new significant adverse impacts beyond those addressed within these supporting documents. This topic did not warrant additional analysis and is not addressed further in the EIR.

- **Mineral Resources:** It was determined in the *Final Supplemental for the Salinas General Plan Final Program EIR* (EDAW/AECOM 2007) that development of the FGA, including the Specific Plan Area, would not have a significant impact on mineral resources or mining activities. As such, implementation of the project would have no impact on mineral resources and this topic did not warrant additional analysis and is not addressed further in the EIR.
- **Population and Housing:** While the Draft EIR analyzes Population and Housing, several topics were determined to not warrant additional analysis within the Chapter.

The Final Environmental Impact Report, Salinas General Plan (Cotton Bridges Associates 2002) noted that the General Plan would not result in the displacement of substantial numbers of existing housing units or persons since the majority of the FGA designated for future development consists of vacant, agricultural, or redevelopment of nonresidential land. Additionally, any individual units that require removal would be offset by the increase in housing by the development of approximately 18,397 additional dwelling units at General Plan buildout.

The project would necessitate the removal of some existing houses within the Specific Plan Area; however, removal of any individual units would be offset by the increase in housing by the development of approximately 4,340 additional dwelling units at Specific Plan buildout. As such, the project would not displace substantial numbers of existing housing or people. Implementation of the project would not result in any new significant adverse impacts beyond those addressed in the in the Final Environmental Impact Report, Salinas General Plan (Cotton Bridges Associates 2002) and Final Supplemental for the Salinas General Plan Final Program EIR (EDAW/AECOM 2007). This topic did not warrant additional analysis and is not addressed further in the EIR.

- **Recreation:** While the project would increase the demand for parks and other recreational facilities based on the population growth, the amount of parkland and open space provided within the Specific Plan Area sufficiently meets the City's parkland requirements. Construction of the parks would not result in any new significant adverse impacts beyond those addressed in the Final Environmental Impact Report, Salinas General Plan (Cotton Bridges Associates 2002) and Final Supplemental for the Salinas General Plan Final Program EIR (EDAW/AECOM 2007). This topic did not warrant additional analysis and is not addressed further in the EIR.
- **Transportation and Circulation:** While the Draft EIR analyzes Traffic and Circulation, several topics were determined to not warrant additional analysis within the Chapter.

The project is not located in the vicinity of an airport or airstrip; therefore, it would not 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. Implementation of the project would have no impact relative to this environmental topic

The remaining issues areas and checklist questions are analyzed in the EIR. The EIR includes an analysis of the following issue areas:

- Air Quality
- Biological Resources
- Cultural Resources
- Greenhouse Gases and Climate Change
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Noise
- Population and Housing

- Public Services
- Transportation and Circulation
- Utilities

The City circulated the DEIR for public and agency review on February 27, 2019. A public review period of 45 days was provided on the DEIR and ended on April 15, 2019. This period satisfied the requirement for a 45-day public review period as set forth in Section 15105 of the CEQA Guidelines.

V. RECORD OF PROCEEDINGS

In accordance with Public Resources Code section 21167.6, subdivision (e), the record of proceedings for the City's decision on the project includes the following documents:

- The NOP and all other public notices issued by the City in conjunction with the project;
- All comments submitted by agencies or members of the public during the comment period on the NOP;
- The Draft EIR for the project (February 2019) and all appendices;
- All comments submitted by agencies or members of the public during the comment period on the Draft EIR;
- The Final EIR for the project, including comments received on the Draft EIR and the responses to those comments and appendices;
- Documents cited or referenced in the Draft EIR and Final EIR;
- The mitigation monitoring and reporting program for the project;
- All findings and resolutions adopted by the City Council in connection with the project and all documents cited or referred to therein;
- All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the project prepared by the City, consultants to the City, or responsible or trustee agencies with respect to the City's compliance with the requirements of CEQA and with respect to the City's action on the project;
- The Draft West Area Specific Plan;
- All documents submitted to the City by other public agencies or members of the public in connection with the project, up through the close of the Planning Commission public hearing, and the close of the City Council public hearing;

- Any minutes and/or verbatim transcripts of all information sessions, public meetings, and public hearings held by the City in connection with the project;
- Any documentary or other evidence submitted to the City at such information sessions, public meetings, and public hearings;
- The City of Salinas General Plan and all environmental documents prepared in connection with the adoption of the General Plan;
- Any and all resolutions approved by the City regarding the project, and all staff reports, analyses, and summaries related to the adoption of those resolutions;
- Matters of common knowledge to the City, including, but not limited to federal, state, and local laws and regulations;
- Any documents expressly cited in these findings, in addition to those cited above; and
- Any other materials required for the record of proceedings by Public Resources Code section 21167.6, subdivision (e).

The documents constituting the record of proceedings are available for review by responsible agencies and interested members of the public during normal business hours at the City of Salinas Community Development Department, 65 West Alisal Street, Salinas, California 93901. The custodian of these documents is the Community Development Director. Without exception, any documents set forth above not found in the project files fall into one of two categories. Many of them reflect prior planning or legislative decisions of which the City Council was aware in approving the project. (See *City of Santa Cruz v. Local Agency Formation Commission* (1978) 76 Cal.App.3d 381, 391-392; *Dominey v. Department of Personnel Administration* (1988) 205 Cal.App.3d 729, 738, fn. 6.) Other documents informed the experts who provided advice to City Staff or consultants, who then provided advice to the City Council. For that reason, such documents form part of the underlying factual basis for the City Council's decisions relating to the approval of the project. (See Pub. Resources Code, § 21167.6(e)(10); *Browning-Ferris Industries v. City Council of City of San Jose* (1986) 181 Cal.App.3d 852, 866; *Stanislaus Audubon Society, Inc. v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 153, 155.)

VI. CONSISTENCY WITH APPLICABLE PLANS

This section includes a review of the project's relationship to the General Plan, other land use related documents/agreements, and to regional plans and identifies whether inconsistencies with these plans may exist.

Consistency with the Salinas General Plan

The Salinas General Plan states the City's vision for the community's future and outlines goals, policies and implementation measures to achieve its vision. The General Plan also projects the population, dwelling units, and non-residential building square footage associated with the future

buildout of the Land Use Plan, also referred to as General Plan buildout. Typically, General Plan buildout is decades beyond the 20-year General Plan planning cycle.

As described in CEQA Guidelines section 15125, subdivision (d), an EIR must discuss any inconsistencies between a proposed project and applicable general plans, specific plans, and regional plans. Such regional plans include, but are not limited to, the applicable air quality attainment or maintenance plan, area-wide waste treatment and water quality control plans, regional transportation plans, regional housing allocation plans, regional blueprint plans, plans for the reduction of greenhouse gas (GHG) emissions, habitat conservation plans, and natural community conservation plans.

New Urbanism principles, a component of the General Plan Land Use Element, were used to design a land use plan for the project that is compact and pedestrian-friendly, with a mixture of uses surrounding activity centers/neighborhood local points in the Specific Plan Area. Higher density residential uses are proposed around retail, recreation, and public uses and all of these core activity centers are proposed to be connected with pedestrian, bicycle, and transit systems.

The quantifiable objectives of the project include the development of up to 4,340 residential dwelling units (with a minimum of 3,553 required under the General Plan), up to 571,500 square feet of commercial/mixed use building area, and up to 177 acres of public facilities (including three elementary schools, a high school, middle school, supplemental detention/retention basins and 11 parks). It is anticipated that Specific Plan Area will have up to 15,928 residents at project build-out. This is consistent with the expected intensity of development within the Specific Plan Area under General Plan buildout conditions as analyzed in the *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002).

The Salinas General Plan requires the approval of Specific Plans prior to development of any land in the North of Boronda Future Growth Area (FGA). The West Area Specific Plan includes certain development regulations and design standards that are intended to be specific to the Specific Plan Area. Where there is a matter or issue not specifically covered by the Specific Plan development regulations and design standards, the Salinas Zoning Code would apply. Where there is a conflict between the Specific Plan and the Zoning Code, the Specific Plan would prevail.

The Specific Plan is intended to be adopted by the City Council and to serve as a tool for the City of Salinas to implement. The Specific Plan is to be used by designers, developers, builders, and planners, to guide development of the Specific Plan Area. The land use, development standards, and design guidelines are provided to ensure that all proposed developments remain consistent with the vision established by the Specific Plan as the project is built over time. The Specific Plan development concepts, design guidelines, and standards are in accordance with the City's General Plan, Municipal Ordinances, and City Specifications. The Specific Plan shall be used to review, process, and approve development proposals for individual parcels/project sites within the Specific Plan Area, including but not limited to site specific development applications and site improvement plans.

The *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002) noted that the General Plan may impact the related land use plans and policies that have

been adopted to avoid or mitigate an environmental effect. The Salinas Zoning Code, Salinas Redevelopment Plan, Greater Salinas Area Plan, Salinas Municipal Airport Master Plan, Monterey County Airport Land Use Plan, GSA MOU, are specifically mentioned. Of these seven documents, the project does not affect an existing Specific Plan, the Salinas Municipal Airport Master Plan, or the Monterey County Airport Land Use Plan, and the Salinas Redevelopment Plan is no longer in effect. These topics are not discussed further, but the other three are discussed below.

Salinas Zoning Code

The Specific Plan Area is currently zoned NI with a Specific Plan Overlay. The project includes a rezone to NE/Low Density Residential, NG-1/Medium Density Residential, NG-2/High Density Residential, VC, PS, P and OS. A Specific Plan Overlay District is also applicable to each Zoning District. The purpose of the rezone is to ensure consistency between the proposed General Plan Land Use Designations and Zoning. With the approval of the rezoning application, the Specific Plan would be consistent with the Salinas Zoning Code.

City/County Greater Salinas Area Memorandum of Understanding

In 2006, the City and the County adopted the GSA MOU to allow for annexation and development of specific parcels that are located outside of the Future Growth Areas as illustrated in the General Plan. These areas were not contemplated for annexation and development at the time the General Plan was adopted. These areas include, but are not limited to, the "Unikool", Boronda Road, and Fresh Express sites.

The GSA MOU describes the intent of each agency to consider annexation of the subject growth areas and identifies framework conditions under which annexations could be considered. The following excerpt from the Preface of the GSA MOU identifies its general intent:

"This Memorandum of Understanding (MOU), by and between the County of Monterey (County) and the City of Salinas (City), is to set forth certain agreements between the parties to express their intent to jointly pursue action to assure orderly and appropriate land use development in the area designated in the General Plan of Monterey County as the Greater Salinas Area Plan area and in the City of Salinas. Specific objectives to be achieved through the implementation of the land use and associated policies included in this MOU are the preservation of certain agriculture land, the provision of future growth areas, and the provision of adequate financing for the services and facilities of benefit to the residents of the Greater Salinas Area Plan area and the City."

With the adoption of the GSA MOU, both the City and the County acknowledged that additional development outside the City's Future Growth Areas would be considered subject to amendment of the City's SOI and annexation of such areas to the City. The GSA MOU also includes a set of points of agreement that govern future annexations and associated development. Among other topics, the points of agreement address the future direction of City growth, agricultural mitigation, traffic impacts, and storm drainage. The GSA MOU states that the direction of future growth of the City shall be to the north and east of the current city limits, except as otherwise provided for in the GSA MOU.

To minimize and mitigate the potential impacts, the *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002) presented the following two mitigation measures: Mitigation Measure LU5 requires the City to continue to cooperate with the County of Monterey to implement the GSA-MOU, which directs that City growth generally to the north and east away from the most productive farmland; and Mitigation Measure LU6 requires the City to encourage City-centered growth and give priority to redevelopment and infill projects that reduce development pressure on agricultural lands. The City will also establish an incentive program to promote these projects, such as priority permit processing and density bonuses for such developments. The *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002) concluded that with the implementation of this mitigation measure, the impact would be reduced to a less than significant level.

Subsequently, the *Final Supplemental for the Salinas General Plan Final Program EIR* (EDAW/AECOM 2007) indicated that impacts associated with the FGAs, which include the Specific Plan Area, would not be different from those discussed in the *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002). The City certified this EIR and approved annexation of the North of Boronda FGA, which includes the WASP. The project as proposed is consistent with the GSA-MOU. All development under the project would be required to comply with the above-referenced regulations, policies, and standards.

Greater Salinas Area Plan

The *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002) noted that implementation of General Plan will result in development outside the existing City limits, into the Greater Salinas Planning Area. Development occurring outside of the City limits is subject to the Greater Salinas Area Plan. The implementation of the General Plan may conflict with the Greater Salinas Area Plan, resulting in a significant impact.

To minimize and mitigate the potential impacts, the *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002) presented Mitigation Measure LU2, which requires the City to be consistent with a portion of Draft Policy LU 3.4 of the Monterey County Draft General Plan, and to cooperate with LAFCO and the County of Monterey to direct growth outside the City limits to the Future Growth Area, on lands that are served or are planned to be served, with a full range of urban services, such as public water and sewer, an extensive road network, public transit, safety and emergency response services, parks, trails, and open space. The *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002) concluded that with the implementation of this mitigation measure, the impact would be reduced to a less than significant level.

Subsequently, the *Final Supplemental for the Salinas General Plan Final Program EIR* (EDAW/AECOM 2007) indicated that impacts associated with the FGAs, which include the Specific Plan, would not be different from those discussed in the *Final Environmental Impact Report, Salinas General Plan* (Cotton Bridges Associates 2002). The City certified this EIR and approved annexation of the North of Boronda Future Growth Area, which includes the Specific Plan. The project as proposed is consistent with the Greater Salinas Area Plan. All development

under the project would be required to comply with the above-referenced regulations, policies, and standards.

VII. FINDINGS REQUIRED UNDER CEQA

Public Resources Code section 21002 provides that “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]” The same statute provides that the procedures required by CEQA “are intended to assist public agencies in systematically identifying both the significant effects of projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects.” Section 21002 goes on to provide that “in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof.”

The mandate and principles announced in Public Resources Code section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required. For each significant environmental effect identified in an EIR for a project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. The first such finding is that changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the final EIR. The second permissible finding is that such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding, and that such changes have been adopted by, or can and should be adopted by, such other agency. The third potential conclusion is that specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR. (CEQA Guidelines, § 15091, subd. (a).)

As explained elsewhere in these findings, “feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors. The concept of “feasibility” also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project. (*Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1506-1509 (court upholds CEQA findings rejecting alternatives in reliance on project’s objectives); see also *California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1001 (CNPS) (an alternative “may be found infeasible on the ground it is inconsistent with the project objectives as long as the finding is supported by substantial evidence in the record”) (quoting Kostka & Zischke, *Practice Under the Cal. Environmental Quality Act* [Cont.Ed.Bar 2d ed. 2009] (Kostka), § 17.309, p. 825); *In re Bay-Delta Programmatic Environmental Impact Report Coordinated Proceedings* (2008) 43 Cal.4th 1143, 1165, 1166 (*Bay-Delta*) ([i]n the CALFED program, feasibility is strongly linked to achievement of each of the primary program objectives”; “a lead agency may structure its EIR alternative analysis around a reasonable definition of underlying purpose and need not study alternatives that cannot achieve that basic goal).) Moreover, “‘feasibility’ under CEQA encompasses ‘desirability’ to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.” (*City of Del Mar v. City of San Diego* (1982) 133

Cal.App.3d 410, 417 (*City of Del Mar*); see also *CNPS*, *supra*, 177 Cal.App.4th 957 (after weighing “‘economic, environmental, social, and technological factors,’ ... ‘an agency may conclude that a mitigation measure or alternative is impractical or undesirable from a policy standpoint and reject it as infeasible on that ground) (quoting *Kostka*, *supra*, § 17.29, p. 824))

For purposes of these findings (including the table described in Section IX below), the term “avoid” refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less than significant level. In contrast, the term “substantially lessen” refers to the effectiveness of such measure or measures to substantially reduce the severity of a significant effect, but not to reduce that effect to a less than significant level.

As explained above, CEQA requires that the lead agency adopt feasible mitigation measures or, in some instances, feasible alternatives to substantially lessen or avoid significant environmental impacts that would otherwise occur. With respect to a proposed project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons that the agency found that the project’s benefits outweigh its unavoidable adverse environmental effects. The City of Salinas’ Statement of Overriding Considerations for the project is included herein in Section XI below.

VIII. MITIGATION MONITORING AND REPORTING PROGRAM

A Mitigation Monitoring and Reporting Program (hereinafter “MMRP”) has been prepared for the project, and is being approved by the City Council by Resolution 2019-__ (N.C.S.). The City will use the MMRP to track compliance with project mitigation measures. The MMRP will remain available for public review during the compliance period. The Final MMRP is Exhibit “B” of the aforementioned resolution and is approved in conjunction with these Findings of Fact.

IX. SIGNIFICANT EFFECTS AND MITIGATION MEASURES

The EIR identified a number of significant and potentially significant environmental effects (or impacts) that the project will cause or contribute to. Most of these significant effects can be fully avoided through the adoption of feasible mitigation measures. Other effects, however, cannot be avoided by the adoption of feasible mitigation measures or alternatives, and thus will be significant and unavoidable. Some of these unavoidable significant effects can be substantially lessened by the adoption of feasible mitigation measures. Other significant, unavoidable effects cannot be substantially lessened or avoided. For reasons set forth in Section XI however, the City Council has determined that overriding economic, social, and other considerations outweigh the significant, unavoidable effects of the project.

The City Council’s findings with respect to the project’s significant effects and mitigation measures are set forth in the Table of Impacts, Mitigation Measures, and CEQA Findings attached to these findings. The findings set forth in the table are hereby incorporated by reference.

This table does not attempt to describe the full analysis of each environmental impact contained in the EIR. Instead, the table provides a summary description of each impact, describes the

applicable mitigation measures identified in the Draft EIR or Final EIR and adopted by the City Council, and states the City Council's findings on the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions can be found in the Draft and Final EIRs, and these findings hereby incorporate by reference the discussions and analyses in those documents supporting the Final EIR's determinations regarding mitigation measures and the projects' impacts and mitigation measures designed to address those impacts. In making these findings, the City Council ratifies, adopts, and incorporates into these findings the analyses and explanations in the Draft EIR and Final EIR, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Draft EIR and Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

By Resolution 2019-__ (N.C.S.), the City Council adopts all of the mitigation measures identified in the table.

X. PROJECT ALTERNATIVES

A. Basis for Analysis of the Feasibility of Alternatives

Public Resources Code section 21002, a key provision of CEQA, provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]" The same statute states that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects."

Where a lead agency has determined that, even after the adoption of all feasible mitigation measures, a project as proposed will still cause one or more significant environmental effects that cannot be substantially lessened or avoided, the agency, prior to approving the project as mitigated, must first determine whether, with respect to such impacts, there remain any project alternatives that are both environmentally superior and feasible within the meaning of CEQA. Although an EIR must evaluate this range of *potentially* feasible alternatives, an alternative may ultimately be deemed by the lead agency to be "infeasible" if it fails to fully promote the lead agency's underlying goals and objectives with respect to the project. (*City of Del Mar, supra*, 133 Cal.App.3d at p. 417) "[F]easibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors." (*Ibid.*; see also *CNPS, supra*, 177 Cal.App.4th at p. 1001.) Thus, even if a project alternative will avoid or substantially lessen any of the significant environmental effects of the project, the decision-makers may reject the alternative if they determine that specific considerations make the alternative infeasible.

Under CEQA Guidelines section 15126.6, the alternatives to be discussed in detail in an EIR should be able to "feasibly attain most of the basic objectives of the project [.]". For this reason, the Objectives described above provided the framework for defining possible offsite alternative project locations. (See *Bay-Delta, supra*, 43 Cal.4th at p. 1166). The project objectives are set out

above in section III.C. Based on the requirements of CEQA Guidelines section 15126.6 and the Project's Objectives, the following alternatives to the project were identified:

No Project (No Build) Alternative

The CEQA Guidelines (Section 15126.6[e]) require consideration of a no project alternative that represents the existing conditions, as well as what would reasonably be expected to occur in the foreseeable future if the project were not approved. For purposes of this analysis, the No Project (No Build) Alternative assumes that development of the Specific Plan Area would not occur, and the Specific Plan Area would remain in its current agricultural condition. It is noted that the No Project (No Build) Alternative would fail to meet the project objectives identified for the West Area Specific Plan and is inconsistent with the goals of the General Plan for the future growth areas of the City.

Reduced Land Area Project Alternative

Under this alternative, the Specific Plan Area would be developed with the same components as described in the Project Description, but the area utilized for the development (i.e., the project footprint) would be reduced by approximately 20 percent. Under this alternative, approximately 162 acres of land in the northeast corner of the Specific Plan Area would be removed. This removed area would include the 52.85-acre Mortensen property (APN 21101108) and the 108.32-acre Madolara/Global property (APN 21101109), which are shown on Figure 5.0-1. The resultant Specific Plan Area would include approximately 635 acres. The proposed land uses within this area identified for removal under this alternative would be incorporated into the remaining 635 acres of the Specific Plan Area, which would increase the residential density of the Specific Plan Area under this alternative, while retaining the same number of residences, mixed use commercial areas, schools, parks, etc. as the project. This alternative would establish a site for a third 10.0-acre elementary school to be developed by the Santa Rita Union School District (District). However, if the District decides against the elementary school siting, the area would instead be residential units.

Under this alternative the average residential density (units per net acre) would increase from 9.0 to approximately 11.3 units/acre. It is assumed that the number of NE parcels would be reduced, and the number of NG-1 parcels would increase. The proposed Village Center would remain unchanged under this alternative, and would still include up to 571,500 square feet of mixed use commercial floor area and a minimum of 91 dwelling units.

Reduced Residential Intensity/Density Project Alternative

Under this alternative, the Specific Plan Area would be developed with a reduction in the overall residential intensity/density while maintaining the approximate overall project footprint. For the purposes of discussion, this option considers a 25 percent reduction in the intensity/density of the residential components of the project while maintaining the approximately 797-acre project footprint. This would result in fewer residential lots, but larger lot sizes. This alternative would result in up to 3,255 residential units. This alternative would retain the approximately 571,500 square feet of mixed commercial uses, the five proposed schools (three elementary, one middle, and one high school), and the same acreage of parks and detention basins as the project.

Under this alternative, the average residential density (units per net acre) would decrease from 9.0 to approximately 6.8 units/acre. It is assumed that the number of NE parcels would be increased, and the number of NG-1 and NG-2 parcels would increase. The proposed Village Center would remain unchanged under this alternative, and would still include up to 571,500 square feet of mixed use commercial floor area and a minimum of 91 dwelling units.

This alternative, based upon residential overall density, is inconsistent with the Salinas General Plan's standards for the Specific Plan Area, which require a minimum of 3,553 residential units within the Specific Plan Area, and the incorporation of New Urbanism concepts which mandates that new residential development have a minimum average density of 9 dwelling units per net residential acre. A General Plan Amendment would be required.

Smaller-scale Project Alternative

Under this alternative, the Specific Plan Area would be reduced by approximately 33 percent and the proposed residential and non-residential uses would also be reduced by approximately 33 percent. For the purposes of discussion, this alternative assumes that approximately 264 acres of land along the entire eastern boundary of the Specific Plan Area would be removed and remain as undeveloped agricultural land. The resultant Specific Plan Area under this alternative would be approximately 533 acres in size, and include up to 2,908 residential units, up to 382,905 square feet of commercial/mixed use building area, and up to 119 acres of public facilities (including two elementary schools, a high school, a middle school, open space (including supplemental detention/retention basins) and up to 8 parks). The number of residential units under this alternative would not meet the minimum of 3,553 residential units as provided within the City of Salinas General Plan. The residential densities under this alternative would be similar to the project.

The City Council finds that that a good faith effort was made to evaluate all potentially feasible alternatives in the EIR that are reasonable alternatives to the project and could feasibly obtain the basic objectives of the project, even when the alternatives might impede the attainment of the project objectives and might be more costly. As a result, the scope of alternatives analyzed in the EIR is not unduly limited or narrow. The City Council also finds that all reasonable alternatives were reviewed, analyzed and discussed in the review process of the EIR and the ultimate decision on the project. (See, e.g., DEIR, pp. 6-5 to 6-55)

1. Significant, Unavoidable Impacts of the Project

The significant and unavoidable impacts of the project are set out in detail below in Section XI.A.

2. Scope of Necessary Findings and Considerations for Project Alternatives

As noted above, these findings address whether the various alternatives substantially lessen or avoid any of the significant unavoidable impacts associated with the project and also consider the feasibility of each alternative. Under CEQA, "[f]easible means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic,

environmental, legal, social, and technological factors.” (CEQA Guidelines § 15364). As explained earlier, the concept of feasibility permits agency decision makers to consider the extent to which an alternative is able to meet some or all of a project’s objectives. In addition, the definition of feasibility encompasses “desirability” to the extent that an agency’s determination of infeasibility represents a reasonable balancing of competing economic, environmental, social, and technological factors supported by substantial evidence.

In identifying potentially feasible alternatives to the project, the following project objectives were considered:

1. Create a community with a compact form that promotes sustainable neighborhood design and is pedestrian, bicycle, and transit friendly.
2. Provide a variety of land uses in easy walking distance of housing including a mixed use village, parks, and schools to reduce vehicle miles traveled.
3. Provide parks and other public green space in accordance with General Plan standards that are designed to be safe and easily accessible to residents.
4. Provide a variety of low density, medium density, and high density housing to provide a variety of housing options for residents at various life stages.
5. Provide public services and infrastructure improvements that achieve and maintain City service standards.
6. Provide an inviting tree-lined street system which incorporates traffic calming and other measures.
7. Establish an interconnected sidewalk/path and open space system throughout the development which links to the greater FGA and City as a whole.
8. Create a sense of place and unique identity through the use of entry treatments, landscaping, streetscapes, public art, decorative street lighting, pedestrian amenities and other elements.
9. Provide for a reasonable jobs/housing balance.
10. Provide opportunities for senior housing.
11. Provide for a site/parcel-based post-construction SCMs/LID to the maximum extent practicable.

As noted near the beginning of these findings, moreover, the City is keenly aware that the State Legislature has declared that “California has a housing supply and affordability crisis of historic proportions. The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state's environmental and climate objectives.” (Government Code section 65589.5.) The Legislature notes that “California housing has become the most

expensive in the nation. The excessive cost of the state's housing supply is partially caused by activities and policies of many local governments that limit the approval of housing, increase the cost of land for housing, and require that high fees and exactions be paid by producers of housing.” The Legislature further found that “Among the consequences of those actions are discrimination against low-income and minority households, lack of housing to support employment growth, imbalance in jobs and housing, reduced mobility, urban sprawl, excessive commuting, and air quality deterioration.” The legislative intent of Government Code section 65589.5 is to “significantly increase the approval and construction of new housing for all economic segments of California's communities by meaningfully and effectively curbing the capability of local governments to deny, reduce the density for, or render infeasible housing development projects and emergency shelters. That intent has not been fulfilled.” The State Legislature established its policy direction in the statute as follows: “It is the policy of the state that this section should be interpreted and implemented in a manner to afford the fullest possible weight to the interest of, and the approval and provision of, housing.”

The following two overarching project objectives are therefore presented here as a response to: 1) the State Legislature’s declaration of a housing crisis in California, 2) the State Legislature’s policy direction for the provision of more housing, 3) the Salinas City Council’s more than 30 years of planning for urban development within the FGAs, which includes the West Area Specific Plan, and 4) the Salinas City Council’s policy direction as provided in the approved FGAs and General Plan:

- Objective 1: Respond to the State Legislature’s declaration of a housing crisis in California, and their policy direction that local governmental agencies provide more housing, by including provisions for the construction of new housing supply within the West Area Specific Plan.
- Objective 2: Respond to the Salinas City Council’s long-term vision and policy direction for new urban development to be focused in the Future Growth Areas, by including provisions the construction of new urban development consistent with the City of Salinas General Plan.

B. No Project (No Build) Alternative

In general, a CEQA “No Project Alternative” must “discuss the existing conditions ..., as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services.” (CEQA Guidelines, § 15126.6, subd. (e)(2).) When the proposed project is the revision of an existing land use or regulatory plan, policy or ongoing operation, the “no project” alternative will be the continuation of the existing plan, policy or operation into the future. In such an instance, the no project alternative consists of evaluating the projected impacts of the proposed plan to the impacts that would occur under the existing plan. “Typically, this is a situation where other projects initiated under the existing plan will continue while the new plan is developed. Thus, the projected impacts of the proposed plan or alternative plans would be compared to the impacts that would occur under the existing plan. (*Id.*, subd. (e)(3)(A).)

1. Analysis of No Project (No Build) Alternative's Ability to Reduce Significant Unavoidable Project Impacts

Air Quality

Under the No Project (No Build) Alternative, the Specific Plan Area would not be developed, and there would be no net change in emissions and no potential for a conflict with any adopted plans or policies related to air quality. As such, the project level and cumulative impacts would be greatly reduced when compared to the project.

Biological Resources

Under the No Project (No Build) Alternative, the West Area Specific Plan would not be constructed, no habitat would be removed, no wetlands disturbed, and no ground disturbing activities would occur. The Specific Plan Area would remain open to migration, foraging, nesting, and other uses by wildlife. Therefore, potential for impacts to biological resources would be eliminated under the No Project (No Build) Alternative. Impacts to biological resources would be reduced as compared to the project.

Cultural Resources

The No Project (No Build) Alternative would continue to result in ground disturbing activities associated with the agricultural operations (i.e., soil tilling); however, because the ground disturbance associated with farming has occurred for an extended period of time with no cultural resources being found it is anticipated that the continuation of these operations under this alternative would have a significantly reduced potential to disturb or destroy cultural, historic, and archaeological resources, as well as paleontological resources. While the West Area Specific Plan is not anticipated to result in significant impacts to cultural resources, the No Project (No Build) Alternative would result in slightly less potential for impacts to cultural resources as the entire Specific Plan Area would continue to be used for agriculture production.

Greenhouse Gases and Climate Change

Under the No Project (No Build) Alternative, the Specific Plan Area would not be developed, and there would be no net change in emissions and no potential for a conflict with any adopted plans or policies related to GHG reductions. As such, this impact would be reduced when compared to the project. This does not necessarily mean, however, that the No Project Alternative represents a better long-term policy outcome for climate than the project. California has a large housing need, and new housing will have to be built somewhere, if not the Specific Plan Area. As the California Supreme Court explained, “[g]iven the reality of growth, some greenhouse gas emissions from new housing and commercial developments are inevitable. The critical CEQA question is the cumulative significance of a project’s greenhouse gas emissions, and from a climate change point of view it does not matter where in the state those emissions are produced.” (*Center for Biological Diversity v. California Dept. of Fish and Wildlife* (2015) 62 Cal.4th 204, 220-221.)

Hazards and Hazardous Materials

Under the No Project (No Build) Alternative, no new land uses would be introduced to the Specific Plan Area, and the potential for hazardous material release in the Specific Plan Area would be reduced. Ongoing pesticide use would occur within the area to remain in agriculture, and this has the potential to generate negative health effects on existing residents located in the areas south and west of the Specific Plan Area. However, there would not be long-term potential for hazards associated with use and generation of household and commercial hazardous wastes, because development would not occur. While the West Area Specific Plan is not anticipated to result in significant impacts associated with hazards and hazardous materials, the No Project (No Build) Alternative would result in less potential for impacts.

Hydrology and Water Quality

Under the No Project (No Build) Alternative, potential new water quality impacts from construction and operation of the West Area Specific Plan would be eliminated. Under this alternative, the land would be kept in its present state with the majority of the Specific Plan Area either fallow land or being used for agricultural purposes. The No Project (No Build) Alternative would have a greater chance of groundwater recharge because it would not introduce large areas of impervious surfaces as would the West Area Specific Plan. However, the beneficial impact of reducing the consumptive use of water by 2,078 acre-feet per year (AFY) (Cal Water, 2015) would not exist. This is a significant contribution in reducing overdraft in the Salinas Valley Ground Water basin.

The potential to result in the violation of water quality standards would be reduced under this alternative as compared with the project. However, there are some instances where the No Project (No Build) Alternative would have greater discharges of certain pollutants (such as erosion, sedimentation, pesticides release, etc.) when compared to the project. Nevertheless, overall, potential impacts related to hydrology and water quality would be reduced under this alternative.

Noise

Existing agricultural activities within the Specific Plan Area sometimes involve on-going noise sources such as agricultural equipment (e.g., tractors, harvesters, planters, etc.). Such noise sources are part of the existing ambient noise levels in the Specific Plan Area. Under the No Project (No Build) Alternative, the Specific Plan Area would not be developed and there would be no potential for new noise sources; however, existing noise from agricultural operations would continue. As such, this alternative would have less impact relative to the project.

Population and Housing

Under the No Project (No Build) Alternative, the Specific Plan Area would not be developed and the Specific Plan Area would not accommodate the City's anticipated growth. Growth would still be anticipated to occur within the region, but it would not be accommodated in the FGA, which has undergone extensive planning efforts by the City and community for over a decade. This outcome would not be consistent with the FGA and General Plan. The City would need to look

to other undeveloped areas of the region to develop for new housing, which would be expected to have environmental impacts that have not yet been assessed, but could well be worse than those of the West Area Specific Plan, particularly with respect to prime agricultural land, which is abundant in the region. Overall, this alternative would have a greater impact when compared to the project.

Public Services

Under the No Project (No Build) Alternative, there would be no increased demand for police, fire, schools, parks, or other public services. Alternatively, this alternative would result in no new school or park facilities, which are designed to accommodate more than the demand that is generated by the West Area Specific Plan. Overall, this alternative would have a slightly greater impact to public services when compared to the project.

Transportation and Circulation

Under the No Project (No Build) Alternative, there would be no new traffic generated within the Specific Plan Area. This alternative would also not result in new traffic improvements on the City's roadway system and it would not result in payments of traffic impact fees into the City's Capital Improvement Program (CIP) that would be used for the roadway system. Existing deficiencies in the traffic system would not receive the benefit of improvements to improve existing deficiencies; however, this would be more than offset by the fact that there would be no new contribution to degrading traffic levels of service at a project and cumulative level. Overall, this alternative would have less of an overall traffic impact than the project. Still, the growth for which there is market demand would still be anticipated to occur somewhere else within the region, possibly in areas that could result in transportation effects worse than those of the West Area Specific Plan.

Utilities

Under the No Project (No Build) Alternative, the Specific Plan Area would not have an increased demand for wastewater, storm drainage, or solid waste disposal. There would be no new impacts on these utilities and there would be no need to construct new infrastructure. Therefore, overall, the impact on wastewater, solid waste, and storm drainage would be reduced under this alternative. In conclusion, the No Project (No Build) Alternative would not result in a beneficial impact to groundwater recharge. However, this alternative would decrease the amount of solid waste and wastewater generated at the site, and would not require construction of new utilities infrastructure. Overall, the No Project (No Build) Alternative would not add new impacts to wastewater, storm drainage, or solid waste disposal systems, but would not result in the beneficial impacts to the groundwater system.

2. Feasibility of No Project (No Build) Alternative

The No Project (No Build) Alternative is the environmentally superior alternative because it results in the least adverse environmental impacts when compared to the project. However, the No Project (No Build) Alternative would fail to meet the project objectives identified for the

West Area Specific Plan and is inconsistent with the goals of the General Plan for the future growth areas of the City.

The City Council finds the No Project (No Build) Alternative to be infeasible for the above stated reasons, and rejects it as a viable alternative to the Project.

C. Reduced Land Area Project Alternative

1. Analysis of Reduced Land Area Project Alternative's Ability to Reduce Significant Unavoidable Project Impacts

Air Quality

Under the Reduced Land Area Project Alternative, the Specific Plan Area would be developed with a 20 percent smaller development area, with an overall increase in residential density. Although the number of users would be the same under this alternative as compared with the project, this alternative has reduced mobile emissions when compared to the project, due to the more compact design of this alternative. It was assumed that mobile emissions under this alternative would be reduced by approximately twenty percent (as compared to the project), the same amount as the reduction in the size of this alternative's footprint when compared to the project. However, project operational activities under this alternative would still exceed the threshold of significance and generate a significant and unavoidable impact for reactive organic compounds (ROG), nitrogen oxides (NO_x), and respirable particulate matter (PM₁₀) at buildout.

This alternative would provide more compact development than the project, providing greater opportunities for non-motorized transportation choices (such as walking or cycling). This would slightly reduce vehicle miles travelled (VMT) as compared to the project, which would slightly reduce the mobile source emissions.

The Reduced Land Area Project Alternative would have greater impacts with respect to Air Quality Impact 3.1-1, which is identified as "the potential to conflict with or obstruct implementation of the applicable air quality plan." This is because the Association of Monterey Bay Area Governments (AMBAG), in consultation with the City of Salinas, included the North of Boronda FGA (inclusive of the West Area Specific Plan) within the AMBAG 2018 Regional Growth Forecast. The AMBAG 2018 Regional Growth Forecast feeds into the Monterey Bay Air Resources Board's (MBARD) 2040 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) as well as the future version of the Air Quality Management Plan (AQMP). Therefore, while an increase in density has the potential to reduce mobile source emissions if residents chose alternative transportation modes (i.e., walk/bike/transit instead of driving a vehicle), this is not guaranteed to occur given that the choice to drive is still convenient and economical for most residents under this residential density in a suburban environment. The increased residential density under this alternative was not specifically planned for in the MBARD planning documents and within the AMBAG forecasts. Nevertheless, due to the reduced footprint and slightly reduced VMT, this impact would be slightly reduced when compared to the West Area Specific Plan.

Biological Resources

Under the Reduced Land Area Project Alternative, less habitat would be removed, and fewer ground disturbing activities would occur. It is still anticipated that the drainage ditches along Boronda Road would be eliminated (i.e., fill activity). A portion of the Specific Plan Area (twenty percent) would remain open to migration, foraging, nesting, and other uses by wildlife. The balance of the Specific Plan Area (eighty percent of site) would be developed and no longer available for migration, foraging, nesting, and other uses by wildlife. This would still be a significant and unavoidable impact, and would be cumulatively considerable.

When compared to the Specific Plan, potential for impacts to biological resources would be reduced under the Reduced Land Area Project Alternative proportionate to the reduction in developed area estimated at twenty percent.

Cultural Resources

The Reduced Land Area Project Alternative would result in fewer ground disturbing activities and would have a slightly reduced potential to disturb or destroy cultural, historic, and archaeological resources, as well as paleontological resources. While the West Area Specific Plan is not anticipated to result in significant impacts to cultural resources with mitigation, the Reduced Land Area Project Alternative would result in slightly less potential for impacts to cultural resources, as a portion of the Specific Plan Area would remain undeveloped.

Greenhouse Gases and Climate Change

The Reduced Land Area Project Alternative would not develop approximately 162 acres that is proposed to be developed under the project. This would provide more compact development, creating more opportunities for non-motorized transportation options (such as walking or cycling). This is likely to reduce overall VMT as compared to the project. This would reduce mobile-related GHG emissions by an amount approximately equivalent to proportional reduction in the size of the Specific Plan Area (twenty percent) under this alternative, as compared with the project. Total operational emissions would be reduced by approximately 11 percent under this scenario, as compared to the project. However, Specific Plan Area operational activities under this alternative would be expected to generate a significant and unavoidable impact on operational greenhouse gases.

With a total projected service population of 16,785 (same as the project), this alternative would generate approximately 2.53 metric tons of carbon dioxide equivalent (MT CO₂e)/service population/year in the mitigated scenario (in Year 2035). This value is above the derived per capita GHG threshold of 1.94 MT CO₂e/service population/year for Year 2035. However, this value is below the per service population estimate for the project of 2.84 MT CO₂e/service population/year (in Year 2035). Therefore, the emissions per capita under this alternative would be reduced as compared with the project. This impact would be slightly reduced when compared to the project.

Hazards and Hazardous Materials

Under the Reduced Land Area Project Alternative, the land area to be developed would be reduced by 20 percent and the potential for exposure to hazardous materials, or a release of hazardous materials would be reduced proportionately. Ongoing pesticide use would occur within the area to remain in agriculture, and this would have the potential to generate negative health effects on new residents in the development. Similar to the project, new development would introduce new sensitive receptors into an area that contains land that has historically utilized chemicals for agricultural production. Any negative health effects associated with the residuals of these chemicals would be alleviated through compliance with state and federal regulations that require remediation when above certain thresholds. There would be a long-term potential for hazards associated with use and generation of household and commercial hazardous wastes, although compliance with state and federal regulations would be required. While the West Area Specific Plan is not anticipated to result in significant impacts associated with hazards and hazardous materials, the Reduced Land Area Project Alternative would result in slightly less potential for impacts.

Hydrology and Water Quality

Implementation of the West Area Specific Plan has the potential to result in the violation of water quality standards and waste discharge of pollutants into surface waters during both construction and long-term operations. Construction operations could result in temporary increases in runoff, erosion, sedimentation, soil compaction and wind erosion effects that could adversely affect soils and reduce the revegetation potential at construction sites and staging areas. The long-term operation of the West Area Specific Plan could result in long-term impacts to surface water quality from urban stormwater runoff and could enter groundwater or surface water systems. Additionally, the proposed project would result in new impervious surfaces that could reduce rainwater infiltration and groundwater recharge. Mitigation measures incorporated into the project would reduce potential water quality impacts to a less than significant level. The West Area Specific Plan would not place persons or structures in a flood hazard zone.

Under the Reduced Land Area Project Alternative, potential water quality impacts from construction and operation of the West Area Specific Plan would be reduced. Under this alternative, the developed area would be reduced by 20 percent when compared with the project. The Reduced Land Area Project Alternative would have a greater chance of groundwater recharge because it would reduce the amount of impervious surfaces by 20 percent as compared to the West Area Specific Plan. The areas that would not be developed (i.e., the 162 acres of land in the northeast corner of the Specific Plan Area) would remain under agricultural production. While the 162-acre agricultural area would provide opportunities for groundwater recharge, the agricultural uses would continue to require intensive groundwater pumping for the agricultural production. The higher amount of groundwater pumping required for the 162-acres of agricultural use under this alternative would result in a greater impact on the Salinas Valley Ground Water basin, when compared to the project. The amount of total consumptive water usage reduced by this alternative when compared to the existing uses in the Specific Plan Area would be approximately 1,666 AFY, compared with the approximately 2,078 AFY estimated to be saved by the proposed project. That is, buildout this alternative would save approximately 412

AFY less water than buildout of the proposed project. This would increase risks to the groundwater basin associated with seawater intrusion, when compared to the proposed project.

Under this alternative, there are some instances where the undeveloped portions of the Specific Plan Area would have greater discharges of certain pollutants (such as erosion, sedimentation, pesticides release, etc.) when compared to the project. Additionally, while the potential to result in water quality violations would be reduced under this alternative when compared with the project, the higher amount of groundwater pumping under this alternative would result in a greater impact on the Salinas Valley Ground Water basin, when compared to the proposed project. There would still be some benefit on the Salinas Valley Ground Water basin under this alternative because 80 percent of the land area would be converted into a use that would not require intensive groundwater pumping. As such, potential impacts related to hydrology and water quality would be increased under this alternative when compared to the project.

Noise

Under the Reduced Land Area Project Alternative, development would be reduced by 20 percent when compared with the project. As a result of less development, noise levels associated with traffic, stationary sources, and construction would be expected to be reduced under this alternative. Receptors would be subject to ongoing agricultural noise under this alternative. It is noted that, despite this reduction in the size of development under this alternative, it is expected that some noise levels associated with traffic, stationary sources, and construction would still generate a significant and unavoidable impact. As such, this alternative would have a reduced impact relative to the project.

Population and Housing

Under the Reduced Land Area Project Alternative, the project footprint would be reduced by 20 percent when compared with the project. However, although the residential density would increase from approximately 9.0 to 11.3 residential units per acre under this alternative, the number of residences developed under this alternative would be the same as for the proposed project. Overall, this alternative would have a equal impacts when compared to the project.

Public Services

Under the Reduced Land Area Project Alternative, the development area would be reduced by 20 percent. Residential and non-residential development would be equal under the Reduced Land Area Project Alternative; therefore, the demand for police, fire and other public services would be equal. This alternative would still result in development of public facilities (i.e. schools and parks) and would be required to pay the appropriate public safety impact fees. Overall, this alternative would have equal impacts to public services when compared to the project.

Transportation

Under the Reduced Land Area Project Alternative, the development area would be reduced by 20 percent. Residential and non-residential development would be equal under the Reduced Land Area Project Alternative; therefore, traffic generated in the Specific Plan Area would be equal.

This alternative would still result in new traffic improvements on the City's roadway system to accommodate the new traffic generated. It would also still result in payments of traffic impact fees into the City's CIP program that would be used for the roadway system. Existing deficiencies in the traffic system would receive some benefit of improvements to improve existing deficiencies; however, there would still be significant and unavoidable cumulative impacts to this topic under this alternative.

The Reduced Land Area Project Alternative would have "slightly greater" impact with respect to Transportation and Circulation Impact 3.10-7, which is identified as "impacts related to emergency access." The basis for this determination is that the increased density of the proposed project would increase congestion on existing and planned roadways as compared to the proposed project, given that fewer roadways would be developed under this alternative (because the APNs 211-011-008 and 211-011-009 would not be developed under this alternative). Specifically, Natividad Road (Major Arterial), Russell Road (Major Arterial), and Rogge Road would not be expanded with full frontage improvements under this alternative. Congestion is also expected to be slightly higher under this alternative compared to the proposed project, given the increased density of traffic (based on fewer roadway miles being developed under this alternative compared with the proposed project, and the increased density of the proposed project [to 11.3 residential units per acre under this alternative, compared to 9.0 residential units per acre under the proposed project]). This represents a slightly greater impact with respect to emergency access within the Specific Plan Area. It is noted that the significance determination under Transportation and Circulation Impact 3.10-7 would likely still be less than significant for the Reduced Land Area Alternative, similar to the proposed project; however, the roadway network will not have the same capacity as under the proposed project, so the determination remains "slightly greater."

Additionally, the Reduced Land Area Project Alternative would have a "slightly greater" impact with respect to Transportation and Circulation Impact 3.10-8, which is identified as "conflict with adopted multi-modal circulation policies, plans, or programs" or a "decrease [in] the performance or safety of public transit, bicycle, or pedestrian facilities." The basis for this determination is that the following roadways would not be developed in full under this alternative:

- Natividad Road (Major Arterial) expansion frontage improvements (proposed Class II bike lane);
- Russell Road (Major Arterial) expansion (proposed Class II Bike Lane);
- Rogge Road frontage improvements.

Since these roadways would not be developed in full, as planned for by the proposed project, connectivity with the remainder of the City and County, including other areas within the City's FGA, would be more limited under the Reduced Land Area Project Alternative as compared to the proposed project. Overall, this alternative would have slightly greater traffic impacts than the project.

Utilities

This alternative would not save as much groundwater when compared to the proposed project. The amount of total consumptive water usage reduced by this alternative when compared to the

existing uses in the Specific Plan Area would be approximately 1,666 AFY, compared with the approximately 2,078 AFY estimated to be saved by the proposed project. That is, buildout this alternative would save approximately 412 AFY less water than buildout of the proposed project. This is due to the dramatically higher water usage under the current irrigated agricultural cultivation uses as compared with developed residential and/or commercial uses. This would increase risks to the groundwater basin associated with seawater intrusion, when compared to the project.

Although this alternative would save less groundwater than the project, generate a similar amount of solid waste, and demand a similar amount of water, this alternative would reduce impacts to stormwater compared to the project. Overall, the demand for utilities would be reduced under this alternative when compared to the project.

2. Feasibility of Reduced Land Area Project Alternative

The Reduced Land Area Project Alternative would slightly reduce impacts to air quality, biological resources, cultural resources, GHG and climate change, hazards, hydrology, noise, transportation, and utilities compared to the project. However, this alternative would potentially worsen impacts related to groundwater supplies and recharge (cumulative and project-level), population and housing, emergency vehicle access, and conflicts with adopted multi-modal circulation policies, plans, or programs. Further, this alternative does not meet the following project objectives:

- Provide public services and infrastructure improvements that achieve and maintain City service standards;
- Establish an interconnected sidewalk/pathway and open space system throughout the development which links to the greater FGA and City as a whole.

The Reduced Land Area Project Alternative does not fully meet the project objective to “Provide public services and infrastructure improvements that achieve and maintain City service standards” because the Reduced Land Area Project Alternative would develop fewer roadways, bicycle and pedestrian pathways, and other infrastructure improvements (such as well sites) when compared with the project.

Under this alternative, APNs 211-011-008 and 211-011-009, as shown in Figure 5.0-1 of the Draft EIR, would not be developed. The effect of this area not developing in accordance with the General Plan would be that the following roadways and infrastructure improvements would not be developed:

- Natividad Road (Major Arterial) expansion frontage improvements;
- Russell Road (Major Arterial) expansion;
- Rogge Road frontage improvements;
- The proposed water well #3 and water treatment site;
- The supplemental stormwater basins along Natividad Road; and
- Neighborhood Park WA-3 (3-acre park).

Therefore, based on the above list of roadways and infrastructure improvements that would not be developed under this alternative, the ability of the City to provide public services and infrastructure improvements in accordance with the adopted General Plan would be hampered under the Reduced Land Area Project Alternative.

The Reduced Land Area Project Alternative does not meet the project objective to “Establish an interconnected sidewalk/pathway and open space system throughout the development which links to the greater FGA and City as a whole” because this alternative would leave undeveloped a portion of the land that would be developed under project (i.e., APNs 211-011-008 and 211-011-009), as shown in Figure 5.0-1 of the Draft EIR. This is an area located adjacent to the future Central Area Specific Plan (within the City’s FGA). If this area were to remain undeveloped, there would be fewer interconnected sidewalks/pathways and available open space areas for City residents, and connectivity would be limited between the West Area Specific Plan (the project) and the planned for Central Area Specific Plan (a planned Specific Plan Area that would be located just to the east of the proposed project). This reduced connectivity means that the Reduced Land Area Project Alternative would not establish an interconnected sidewalk/pathway and open space system that fully links with the greater FGA and with the City as a whole. Notably, this rationale is also the basis for determining that the Smaller-Scale Project Alternative would not meet this Specific Plan objective. Specifically, the following roadways would not be developed under this alternative:

- Natividad Road (Major Arterial) expansion frontage improvements (proposed Class II bike lane);
- Russell Road (Major Arterial) expansion (proposed Class II Bike Lane); and
- Rogge Road frontage improvements.

The Reduced Land Area Project Alternative would lessen many of the potentially significant environmental effects of the project. For example, some of the potentially significant impacts related to the following topics would be reduced or slightly reduced under this alternative: air quality, biological resources, cultural resources, greenhouse gases and climate change, hazards and hazardous materials, hydrology and water quality, noise, transportation and circulation, and utilities. It is noted, however, that this alternative would also result in greater, slightly greater, or equal impacts as compared to the project in the following topics: air quality plan consistency, hydrology and water quality, population and housing, public services, transportation and circulation, and utilities.

Ultimately, the significant and unavoidable environmental effects anticipated with the project would still occur under this Reduced Land Area Project Alternative due to the location, size and scope of the alternative. The significant and unavoidable impacts may occur to a lesser extent than under the project under this alternative, but the impacts would still be significant and unavoidable. For example, a significant and unavoidable impact related to increased traffic noise levels at existing receptors would occur under the project and the Reduced Land Area Project Alternative as there is a possibility of not being able to feasibly install sound walls in some locations that would be warranted. It is noted that, due to decreased noise levels associated with this alternative, the noise at existing receptors would likely decrease. However, the cumulative traffic noise level increases would exceed the Federal Interagency Committee on Noise (FICON) CEQA substantial increase criteria of 1.5 to 5 dB.

The City Council finds the Reduced Land Area Project Alternative to be infeasible for the above stated reasons, and rejects it as a viable alternative to the project.

D. Reduced Residential Intensity/Density Project Alternative

1. Analysis of Reduced Residential Intensity/Density Project Alternative's Ability to Reduce Significant Unavoidable Project Impacts

Air Quality

Under the Reduced Residential Intensity/Density Project Alternative, there would be a 25 percent reduction in the intensity/density of the residential portions of the Specific Plan Area, with an overall decrease in residential density.

It was assumed that overall criteria pollutant emissions under this alternative would be reduced by approximately 25 percent when compared to the project, consistent with the reduction in the intensity/density of the residential portions of the Specific Plan Area under this alternative. However, project operational activities under this alternative would still exceed the threshold of significance and generate a significant and unavoidable impact for ROG, NO_x, and PM₁₀ at buildout.

Although less compact development generally increases overall per capita VMT, the smaller number of residential units under this alternative as compared with the project would reduce overall air quality emissions, including under area sources, mobile sources, and energy sources. As such, this impact would be reduced when compared to the project.

Biological Resources

Under the Reduced Residential Intensity/Density Project Alternative, an equivalent amount of habitat would be removed as under the project, and a similar level of ground disturbing activities would occur as compared with the project. Therefore, there would be an approximately equal potential for impacts to biological resources under this alternative as compared with the project.

Cultural Resources

The Reduced Residential Intensity/Density Project Alternative would result in a similar level of ground disturbing activities and would have a similar potential to disturb or destroy cultural, historic, and archaeological resources, as well as paleontological resources. While the West Area Specific Plan is not anticipated to result in significant impacts to cultural resources with mitigation, the Reduced Residential Intensity/Density Project Alternative would result in equal potential for impacts to cultural resources.

Greenhouse Gases and Climate Change

Under the Reduced Residential Intensity/Density Project Alternative, there would be a 25 percent reduction in the intensity/density of the residential portions of the Specific Plan Area. It

was assumed that overall GHG emissions under this alternative would be reduced by approximately 25 percent when compared to the project, consistent with the reduction in the intensity/density of the residential portions of the Specific Plan Area under this alternative. Total operational emissions would be reduced by approximately 25 percent under this scenario, as compared to the project. However, Specific Plan Area operational activities under this alternative would be expected to generate a significant and unavoidable impact on operational greenhouse gases.

With a total projected service population of 12,803 under this alternative (this is equivalent to a 25 percent smaller residential population but the same number of workers, when compared to the project), this alternative would generate approximately 2.79 MT CO₂e/service population/year in the mitigated scenario (in Year 2035). This value is above the derived per capita GHG threshold of 1.94 MT CO₂e/service population/year for Year 2035, but lower than the per service population estimate for the project of 2.84 MT CO₂e/service population/year (in Year 2035). Therefore, this impact would be slightly reduced when compared to the project.

The slight reduction does not necessarily mean that the Reduced Residential Intensity/Density Project Alternative represents a better long-term policy outcome for climate than the project. California has a large housing need, and new housing will have to be built somewhere, if not in the Specific Plan Area. As the California Supreme Court explained, “[g]iven the reality of growth, some greenhouse gas emissions from new housing and commercial developments are inevitable. The critical CEQA question is the cumulative significance of a project’s greenhouse gas emissions, and from a climate change point of view it does not matter where in the state those emissions are produced.” (*Center for Biological Diversity v. California Dept. of Fish and Wildlife* (2015) 62 Cal.4th 204, 220-221.)

Hazards and Hazardous Materials

Under the Reduced Residential Intensity/Density Project Alternative, the intensity/density of the residential components would be reduced by 25 percent as compared with the project. Similar to the project, new development would introduce new sensitive receptors into an area that contains land that has historically utilized chemicals for agricultural production. Any negative health effects associated with the residuals of these chemicals would be alleviated through compliance with state and federal regulations that require remediation when above certain thresholds. There would be a long-term potential for hazards associated with use and generation of household and commercial hazardous wastes, although compliance with state and federal regulations would be required. Overall, given the reduction in the intensity-density of this alternative as compared with the project, it is expected that the Reduced Residential Intensity/Density Project Alternative would have a slightly reduced impact to this topic relative to the project.

Hydrology and Water Quality

Under the Reduced Residential Intensity/Density Project Alternative, potential water quality impacts from construction and operation would be slightly reduced. Under this alternative, the intensity/density of the residential uses would be reduced by 25 percent when compared with the project, although the footprint would remain the same. This would result in fewer residential lots, but larger lot sizes. Since the residential lot sizes under this alternative would be larger when

compared with the project, there would be less impervious surface, and therefore there would be a greater chance of groundwater recharge under this alternative. As such, potential impacts related to hydrology and water quality would be reduced under the Reduced Residential Intensity/Density Alternative when compared to the project.

Noise

Under the Reduced Residential Intensity/Density Project Alternative, the intensity/density of the residential uses would be reduced by 25 percent when compared with the project. As a result of less development, noise levels associated with traffic, stationary sources, and construction would be expected to be reduced under this alternative. Despite this reduction in the size of intensity of development under this alternative, it is expected that some noise levels associated with traffic, stationary sources, and construction would still generate a significant and unavoidable impact. As such, this alternative would have less impact relative to the project.

Population and Housing

Under the Reduced Residential Intensity/Density Project Alternative, the intensity/density of the residential uses would be reduced by 25 percent when compared with the project. Development of housing would still occur under this alternative, but fewer units would be built. Growth would still be anticipated to occur within the region, but it would not be fully accommodated in the North of Boronda FGA, which has undergone extensive planning efforts by the City and community for over a decade. This would not be consistent with the FGA and General Plan. The City would need to look to other undeveloped areas of the region to develop for new housing which would be expected to have environmental impacts that have not yet been assessed but could well be worse than those of the West Area Specific Plan, particularly with respect to prime agricultural land, which is abundant in the region. The lower density of this alternative would also not meet the minimum number of residential units required for New Urbanism principles that are established in the General Plan for the Specific Plan Area. Overall, this alternative would have a greater impact when compared to the project.

Public Services

Under the Reduced Residential Intensity/Density Project Alternative, the intensity/density of the residential uses would be reduced by 25 percent; therefore, the demand for police, fire and other public services would be reduced. This alternative would still result in development of public facilities (i.e. schools and parks) and would be required to pay the appropriate public safety impact fees. Overall, this alternative would have a slightly reduced impact to public services when compared to the project.

Transportation and Circulation

Under the Reduced Residential Intensity/Density Project Alternative, the intensity/density of the residential uses would be reduced by 25 percent; therefore, traffic generated in the Specific Plan Area would be reduced. This alternative would still result in new traffic improvements on the City's roadway system to accommodate the new traffic generated. It would also still result in payments of traffic impact fees into the City's CIP program that would be used for the roadway

system. Existing deficiencies in the traffic system would receive some benefit of improvements to improve existing deficiencies; however, there would still be significant and unavoidable cumulative impacts under this alternative. Overall, this alternative would have less of an overall traffic impact than the project.

Utilities

Under the Reduced Residential Intensity/Density Alternative, the Specific Plan Area would be developed with a reduction in the overall residential intensity/density while maintaining the approximate overall project footprint as in the project. For the purposes of discussion, this option considers a 25 percent reduction in the intensity/density of the residential components of the project while maintaining the approximately 797-acre project footprint. This would result in fewer residential lots, but larger lot sizes. This alternative would result in up to 3,255 residential units. This alternative would retain the approximately 571,500 square feet of mixed commercial uses, the five proposed schools (three elementary, one middle, and one high school), and the same acreage of parks and detention basins as the project.

The total quantity of infrastructure installed would not be reduced, but the demand for wastewater and solid waste services would be less than would be required for the project. For example, is expected that this alternative would generate approximately 0.8 million gallons per day (MGD) of wastewater and approximately 37,777 pounds per day (lbs/day) of solid waste, smaller than would be generated by the project, since this alternative would generate fewer residents when compared to the project.

Separately, the total storm drainage runoff under this alternative would be approximately the same when compared to the project, due to the project footprint remaining the same for this alternative when compared to the project. Additionally, this alternative would save approximately the same amount of groundwater when compared to the project, since the project footprint would remain the same for this alternative as compared to the project. Overall, the demand for wastewater and solid waste services would be less than would be required for the project, and the amount of storm drainage runoff would be approximately the same. Therefore, demand for utilities would be slightly reduced under this alternative when compared to the project.

2. Feasibility of Reduced Residential Intensity/Density Project Alternative

The Reduced Residential Intensity/Density Project Alternative would slightly reduce impacts to air quality, cultural resources, GHG and climate change, hydrology, noise, public services, transportation, and utilities compared to the project. However, this alternative would potentially worsen impacts related to conflicts with applicable air quality plans and population and housing. Further, this alternative does not meet the following project objectives:

- Create a community with a compact form that promotes sustainable neighborhood design and is pedestrian, bicycle, and transit friendly;
- Provide a balance of low density, medium density, and high density housing to provide a variety of housing options for residents at various life stages;
- Provide a reasonable jobs/housing balance.

The Reduced Residential Intensity/Density Project Alternative does not fully meet the project objective to “Create a community with a compact form that promotes sustainable neighborhood design and is pedestrian, bicycle, and transit friendly” because the Reduced Residential Intensity/Density Project Alternative would result in fewer lots with larger lot sizes than will occur under the project. Larger lot sizes are inherently not compact, and development of these larger lot sizes may result in larger block sizes, which are less conducive to travel by walking, bicycles, and transit. Based upon residential overall density, this alternative is inconsistent with the Salinas General Plan’s standards for the Specific Plan Area, which require a minimum of 3,553 residential units within the Specific Plan Area, and the incorporation of New Urbanism concepts, which mandate that new residential development have a minimum average density of 9 dwelling units per net residential acre.

The Reduced Residential Intensity/Density Project Alternative does not fully meet the project objective to “Provide a balance of low density, medium density, and high density housing to provide a variety of housing options for residents at various life stages” because the Reduced Residential Intensity/Density Project Alternative would provide fewer medium- and high-density housing units than the project. The number of low-density housing options would increase compared to the project, and these units would replace otherwise varied density housing options.

Furthermore, the reduction in housing units under the Reduced Residential Intensity/Density Project Alternative would be less consistent than the project in meeting statewide legislative goals of building housing units in order to address the statewide housing crisis. Given the enormous unmet demand for housing in California, the City believes that it has an obligation to facilitate the construction of more, rather than fewer, housing units when opportunities for residential development arise.

Similarly, the Reduced Residential Intensity/Density Project Alternative does not fully meet the project objective to “Provide a reasonable jobs/housing balance” because the Reduced Residential Intensity/Density Project Alternative would result in 1,085 fewer housing units than the project, but the same amount of commercial uses. This would impact the jobs/housing balance because fewer residents would be live in the Specific Plan Area, which proximity is vital to ensuring the success of the businesses in the Specific Plan Area.

The Reduced Residential Intensity/Density Project Alternative would lessen many of the potentially significant environmental effects of the project. For example, some of the potentially significant impacts related to the following topics would be reduced or slightly reduced under this alternative: air quality, cultural resources, greenhouse gases and climate change, hydrology and water quality, hazards and hazardous materials, noise, public services, transportation and circulation, and utilities. It is noted, however, that this alternative would also result in greater, slightly greater, or equal impacts as compared to the project in the following topics: air quality plan consistency, biological resources, hazards and hazardous materials, population and housing, transportation and circulation, and utilities.

Ultimately, the significant and unavoidable environmental effects which are anticipated with the project would still occur under this Reduced Residential Intensity/Density Project Alternative due to the location, size and scope of the alternative. The significant and unavoidable impacts

may occur to a lesser extent under this alternative than under the project, but the impacts would still be significant and unavoidable. For example, a significant and unavoidable impact related to violation of an air quality standard would occur under both the project and the Reduced Residential Intensity/Density Project Alternative. As shown in Table 5.0-4 of Chapter 5.0 of the Draft EIR, the Reduced Residential Intensity/Density Project Alternative would exceed the threshold of significance for ROG, NO_x, and PM₁₀ at buildout. Although the emissions would be less than with the project, this alternative would also cause a violation of an air quality standard. This is considered a significant and unavoidable impact.

The City Council finds the Reduced Residential Intensity/Density Project Alternative to be infeasible for the above stated reasons, and rejects it as a viable alternative to the project.

E. Smaller Scale Project Alternative

1. Analysis of Smaller Scale Project's Ability to Reduce Significant Unavoidable Project Impacts

Air Quality

Under the Smaller-scale Project Alternative, the overall size of the project would be scaled down by approximately 33 percent as compared with the project. This would reduce Specific Plan Area operational emissions by an approximately equivalent amount (33%) as compared to the project. However, project operational activities under this alternative would still exceed the threshold of significance and generate a significant and unavoidable impact for ROG, NO_x, and PM₁₀ at buildout.

Nevertheless, overall air quality emissions under this alternative would be reduced compared to the project, due to the smaller size of this alternative, including for area sources, mobile sources, and energy sources. As such, this impact would be reduced when compared to the project.

Biological Resources

Under the Smaller-scale Project Alternative, an area of about 264 acres would not be developed, and fewer ground disturbing activities would occur. It is still anticipated that the drainage ditches along Boronda would be eliminated (i.e., fill activity). The 264 acres would remain open to migration, foraging, nesting, and other uses by wildlife. The balance of the Specific Plan Area would be developed and no longer available for migration, foraging, nesting, and other uses by wildlife. This would still be a significant and unavoidable impact, and would be cumulatively considerable.

When compared to the Specific Plan, potential for impacts to biological resources would be reduced under the Smaller-scale Project Alternative proportionate to the reduction in developed area.

Cultural Resources

The Smaller-scale Project Alternative would result in a reduced level of ground disturbing activities and would therefore have slightly less potential to disturb or destroy cultural, historic, and archaeological resources, as well as paleontological resources. While the West Area Specific Plan is not anticipated to result in significant impacts to cultural resources with mitigation, this alternative would result in slightly less potential for impacts to cultural resources.

Greenhouse Gases and Climate Change

The Smaller-scale Project Alternative would reduce the level of development by approximately 33 percent as compared with the project. This would reduce Specific Plan Area operational GHG emissions by an approximately equivalent amount (33%) when compared to the project. Total operational emissions would be reduced by approximately 33% under this scenario, as compared to the project. However, Specific Plan Area operational activities under this alternative would be expected to generate a significant and unavoidable impact on operational greenhouse gases.

With a total projected service population of 11,190 under this alternative (this is equivalent to a 33% reduction in both residential and worker population, when compared to the project), this alternative would generate approximately 2.84 MT CO₂e/service population/year in the mitigated scenario (in Year 2035). This value is above the derived per capita GHG threshold of 1.94 MT CO₂e/service population/year for Year 2035. Additionally, this emissions-per-capita value would be the same as those generated by the project. Therefore, this impact would be equal when compared to the project.

Hazards and Hazardous Materials

The Smaller-scale Project Alternative would reduce the level of development by approximately 33 percent and the potential for exposure to hazardous materials, or a release of hazardous materials would be reduced proportionately. Ongoing pesticide use would occur within the area to remain in agriculture, and this would have the potential to generate negative health effects on new residents in the development. Similar to the project, new development would introduce new sensitive receptors into an area that contains land that has historically utilized chemicals for agricultural production. Any negative health effects associated with the residuals of these chemicals would be alleviated through compliance with state and federal regulations that require remediation when above certain thresholds. There would be a long-term potential for hazards associated with use and generation of household and commercial hazardous wastes, although compliance with state and federal regulations would be required. While the West Area Specific Plan is not anticipated to result in significant impacts associated with hazards and hazardous materials, the Smaller-scale Project Alternative would result in slightly less potential for impacts.

Hydrology and Water Quality

Under the Smaller-scale Project Alternative, potential water quality impacts from construction and operation would be reduced. Under this alternative, the overall level of development (including the size of the site and the overall development area per use) would be reduced by approximately 33 percent. An area of approximately 264 acres that would be developed as part of the project would not be developed as part of this alternative. The areas that would not be developed would remain under agricultural production, and while they would have better

recharge in those areas, they would continue to require intensive groundwater pumping for the agricultural production. The higher amount of groundwater pumping under this alternative would result in a greater impact on the Salinas Valley Ground Water basin, when compared to the project. There would still be some benefit on the Salinas Valley Ground Water basin under this alternative because 66 percent of the land area would be converted into a use that would not require intensive groundwater pumping.

There are some instances where the 264 acres of Specific Plan Area that remains undeveloped would have greater discharges of certain pollutants (such as erosion, sedimentation, pesticides release, etc.) when compared to the project. Additionally, overall, while the potential to result in the violation of water quality standards would be reduced under this alternative when compared with the project, overdraft conditions would worsen in the Salinas Valley Ground Water basin under this alternative when compared to the project. As such, potential impacts related to hydrology and water quality would be increased under the Smaller-scale Project Alternative when compared to the West Area Specific Plan.

Noise

Under the Smaller-scale Project Alternative, the overall level of development would be reduced by 33 percent as compared with the project. As a result of less development, noise levels associated with traffic, stationary sources, and construction would be expected to be reduced under this alternative. Despite this reduction in the size and intensity of development under this alternative, it is expected that some noise levels associated with traffic, stationary sources, and construction would still generate a significant and unavoidable impact. As such, this alternative would have less impact relative to the project.

Population and Housing

Under the Smaller-scale Project Alternative, the overall level of development would be reduced by 33 percent as compared with the project. Development of housing would still occur under this alternative, but fewer units would be built. Growth would still be anticipated to occur within the region, but it would not be fully accommodated in the FGA, which has undergone extensive planning efforts by the City and community for over a decade. This would not be consistent with the FGA and General Plan. The City would need to look to other undeveloped areas of the region to develop for new housing, which would be expected to have environmental impacts that have not yet been assessed but could well be worse than those of the West Area Specific Plan, particularly with respect to prime agricultural land, which is abundant in the region. Overall, this alternative would have a greater impact when compared to the project.

Public Services

Under the Smaller-scale Project Alternative, the overall level of development and the number of residential/non-residential uses would be reduced by 33 percent; therefore, the demand for police, fire and other public services would be reduced. This alternative would still result in development of public facilities (i.e., schools and parks) and would be required to pay the appropriate public safety impact fees. Overall, this alternative would have a slightly reduced impact to public services when compared to the project.

Transportation and Circulation

Under the Smaller-scale Project Alternative, the overall level of development and the number of residential/non-residential uses would be reduced by 33 percent; therefore, traffic generated in the Specific Plan Area would be reduced. This alternative would still result in new traffic improvements on the City's roadway system to accommodate the new traffic generated. It would also still result in payments of traffic impact fees into the City's CIP program that would be used for the roadway system. Existing deficiencies in the traffic system would receive some benefit of improvements to improve existing deficiencies; however, there would still be significant and unavoidable cumulative impacts. Overall, this alternative would have less of an overall traffic impact than the project.

Utilities

Under the Smaller-scale Project Alternative, the Specific Plan Area would be reduced by approximately 33 percent and the proposed residential and non-residential uses would also be reduced by approximately 33 percent. This alternative assumes that approximately 264 acres of land along the entire eastern boundary of the Specific Plan Area would be removed and remain as undeveloped agricultural land. The resultant Specific Plan Area under this alternative would be approximately 533 acres in size, and include up to 2,908 residential units, up to 382,905 square feet of commercial/mixed use building area, and up to 119 acres of public facilities (including two elementary schools, a high school, middle school, open space (including supplemental detention/retention basins) and up to 8 parks).

The total quantity of infrastructure installed would be reduced, and the demand for wastewater, stormwater, and solid waste services would be less than would be required for the project. For example, is expected that this alternative would generate approximately 0.7 MGD of wastewater and approximately 33,473 lbs/day of solid waste, less than what would be generated by the project, since this alternative would generate fewer residents when compared to the project.

Separately, the total storm drainage runoff under this alternative would be reduced by approximately 33% when compared to the project, due to the project footprint being reduced by 33% when compared to the project.

However, this alternative would not save as much groundwater when compared to the project. The amount of total water usage reduced by this alternative when compared to the existing uses in the Specific Plan Area would be approximately 1,389 AFY, compared with the approximately 2,078 AFY estimated to be saved by the project. That is, buildout this alternative would save approximately 689 AFY less water than buildout of the project. This would increase risks to the groundwater basin associated with seawater intrusion, when compared to the project. However, in general, the demand for utilities would be reduced under this alternative when compared to the project.

2. Feasibility of Smaller-scale Project Alternative

The Smaller-scale Project Alternative would slightly reduce impacts to air quality, biological resources, cultural resources, GHG and climate change, hazards, hydrology, noise, public

services, transportation, and utilities compared to the project. However, this alternative would potentially worsen impacts related to conflicts with applicable air quality plans, groundwater supplies and recharge (cumulative and project-level), population and housing, emergency vehicle access, and conflicts with adopted multi-modal circulation policies, plans, or programs. Further, this alternative does not meet the following project objectives:

- Provide public services and infrastructure improvements that achieve and maintain City service standards;
- Establish an interconnected sidewalk/pathway and open space system throughout the development which links to the greater FGA and City as a whole.

The Smaller-scale Project Alternative does not fully meet these two project objectives because, similar to the Reduced Land Area Project Alternative, this alternative would leave 33 percent of the Specific Plan Area undeveloped, which would include 264 acres of land along the entire eastern boundary of the Specific Plan Area. This eastern area is located adjacent to the future Central Area Specific Plan (within the City's FGA). This means that there would be fewer interconnected sidewalks/pathways and available open space areas for City residents, and that there would be limit connectivity between the West Area Specific Plan (the project) and the future Central Area Specific Plan (a planned Specific Plan Area that would be located just to the east of the proposed project). This reduced connectivity means that the Reduced Land Area Project Alternative would not establish an interconnected sidewalk/pathway and open space system which fully links with the greater FGA and the City as a whole. Specifically, the following roadways would not be developed under this alternative:

- Natividad Road (Major Arterial) expansion frontage improvements (proposed Class II bike lane);
- Russell Road (Major Arterial) expansion (proposed Class II Bike Lane); and
- Rogge Road frontage improvements.

Furthermore, the reduction in housing units under the Reduced Residential Intensity/Density Project Alternative would be less consistent than the project in meeting statewide legislative goals of building housing units in order to address the statewide housing crisis. Given the enormous unmet demand for housing in California, the City believes that it has an obligation to facilitate the construction of more, rather than fewer, housing units when opportunities for residential development arise.

The Smaller-scale Project Alternative would lessen many of the potentially significant environmental effects of the project. For example, some of the potentially significant impacts related to the following topics would be reduced or slightly reduced under this alternative: air quality, biological resources, cultural resources, greenhouse gases and climate change, hazards and hazardous materials, hydrology and water quality, noise, public services, transportation and circulation, and utilities. It is noted, however, that this alternative would also result in greater, slightly greater, or equal impacts as compared to the project in the following topics: air quality plan consistency, greenhouse gases and climate change, hydrology and water quality, population and housing, transportation and circulation, and utilities.

Ultimately, the significant and unavoidable environmental effects anticipated with the project would still occur under this Smaller-scale Project Alternative due to the location, size and scope of the alternative. The significant and unavoidable impacts may occur to a lesser extent under this alternative than under the project, but the impacts would still be significant and unavoidable. For example, a significant and unavoidable impact related to violation of an air quality standard would occur under both the project and the Smaller-scale Project Alternative. As shown in Table 5.0-7 of Chapter 5.0 of the Draft EIR, the Smaller-scale Project Alternative would exceed the threshold of significance for ROG, NO_x, and PM₁₀ at buildout. Although the emissions would be less than the proposed project, this alternative would also cause a violation of an air quality standard. This is considered a significant and unavoidable impact.

The City Council finds the Smaller- scale Project Alternative to be infeasible for the above stated reasons, and rejects it as a viable alternative to the project.

XI. STATEMENT OF OVERRIDING CONSIDERATIONS

As set forth in the preceding sections, the City of Salinas's approval of the West Area Specific Plan will result in a significant adverse environmental effect that cannot be avoided even with the adoption of all feasible mitigation measures; and there are no feasible project alternatives that would mitigate or substantially lessen all of these impacts. Despite the occurrence of these effects, however, the City Council, in accordance with CEQA Guidelines section 15093, chooses to approve the project because, in the Council's view, the economic, social, and other benefits that the project will produce will render the significant effects acceptable.

A. Significant and Unavoidable Impacts

The project will result in the following potentially significant and unavoidable impacts, even with the implementation of all feasible mitigation measures:

- **Air Quality Operation.** The Specific Plan would exceed the Monterey Bay Air Resources District (MBARD) thresholds of significance for operations for ROG, NO_x, and PM₁₀, even after mitigation. (DEIR, pp. 3.1-19 through 3.1-23)
- **Cumulative Air Quality.** As is currently proposed, the Specific Plan is expected to be built out under a staged approach, and all mitigation would be applicable to each stage. However, even with the application of mitigation measures, operational emissions levels would remain above the defined thresholds of significance. Exceedance of the threshold within an area designated as nonattainment would be a cumulatively considerable impact. (DEIR, pp. 3.1-31 through 3.1-32)
- **Wildlife Movement and Corridors.** Development of the project would eliminate any movement habitat through the Specific Plan Area, along with any upland habitat adjacent to the movement corridors. There are no mitigation measures that can fully mitigate this impact and, given the fact that once the land is converted, it will no longer be a viable migration corridor for any species. (DEIR, pp. 3.2-46 through 3.2-47)
- **Cumulative Biological Resources.** Development of the project would eliminate any movement habitat through the Specific Plan Area, along with any upland habitat adjacent to the movement corridors. Given the rareness of CTS and CRLF in the Bioregion, the incremental loss of movement habitat from the project, when considered alongside all

past, present, and probable future projects (inclusive of all communities within the Bioregion), is a significant and unavoidable cumulative impact, and the Specific Plan's incremental contribution to this impact is itself cumulatively considerable. (DEIR, pp. 3.2-52 through 3.2-53)

- **Greenhouse Gas Emissions.** The project would generate GHG emissions, directly and indirectly, that may have a significant impact on the environment. While mitigation measures would result in reduced GHGs, it is possible that individual projects within the Specific Plan Area may not achieve GHG reductions needed for their individual impacts to be less than significant. (DEIR, pp. 3.4-31 through 3.4-38)
- **Cumulative Greenhouse Gas Emissions.** Implementation of the project will still generate GHG emissions that would not otherwise exist without the project. Given the length of construction activities for a project of this size, the construction emissions would be a long-term release of approximately 168,734.3 MT CO₂e. The operational emissions would be a long-term release totaling approximately 51,939.2 MT CO₂e per year without mitigation, and 47,684.9MT CO₂e per year with mitigation. Because it is possible that individual projects within the Specific Plan Area may not achieve GHG reductions needed for their individual impacts to be less than significant, implementation of the Specific Plan would have a cumulatively considerable contribution and significant and unavoidable impact to GHGs. (DEIR, pp. 3.4-48 through 3.4-49)
- **Traffic Noise at Existing Receptors.** The project would cause increased noise levels exceeding the City of Salinas 60 dB L_{dn} exterior noise level standard at existing residential receptors. Additionally, traffic noise level increases would exceed the FICON CEQA substantial increase criteria of 1.5 to 5 dB, as outlined in Table 3.7-7. (DEIR, pp. 3.7-14 through 3.7-23)
- **Cumulative Traffic Noise.** The project would cause increased noise levels exceeding the City of Salinas 60 dB L_{dn} exterior noise level standard at existing residential receptors. Therefore, there would be a cumulative exposure of existing and future noise-sensitive land uses to increased noise resulting from cumulative development. (DEIR, pp. 3.7-33 through 3.7-37)
- **School Facilities.** Project implementation may result in the need for the construction of new schools, which has the potential to cause substantial adverse physical environmental impacts. Development of a school within the proposed Specific Plan Area would contribute to significant and unavoidable impacts related to air quality (Impacts 3.1-2, and 3.1-7), biological resources (Impacts 3.2-9 and 3.2-12), greenhouse gases (Impacts 3.4-1, 3.4-2, and 3.4-4), noise (Impacts 3.7-1 and 3.7-8), and transportation and circulation (Impacts 3.10-3 and 3.10-4). (DEIR, pp. 3.9-19 through 3.9-21)
- **Park Facilities.** Project implementation may result in effects on parks, or require the construction of park facilities which may cause substantial adverse physical environmental impact. Development of 49.76 acres of park land within the Specific Plan Area would contribute to significant and unavoidable impacts related to air quality (Impacts 3.1-2 and 3.1-7), biological resources (Impacts 3.2-9 and 3.2-12), greenhouse gases (Impacts 3.4-1, 3.4-2, and 3.4-4), noise (Impacts 3.7-1 and 3.7-8), and transportation and circulation (Impacts 3.10-3 and 3.10-4). (DEIR, pp. 3.9-22 through 3.9-23)
- **Cumulative Public Facilities.** The construction and operation of future public facilities required to serve cumulative development (including the West Area Specific Plan Area) could potentially cause significant impacts. Cumulative development, including

additional parks, schools, library, and other public facilities within the city and service area, would contribute to significant and unavoidable cumulative impacts that have been identified within this EIR related to: air quality (Impact 3.1-7), biological resources (Impact 3.2-12), greenhouse gases (Impact 3.4-4), noise (Impact 3.7-8), and transportation and circulation (Impacts 3.10-3 and 3.10-4). (DEIR, pp. 3.9-24 through 3.9-26)

- **Cumulative Plus Project Traffic.** Under Cumulative Plus Project conditions, implementation of the proposed Specific Plan would conflict with the transportation performance measures established by the City of Salinas, Monterey County, and Caltrans. (DEIR, pp. 3.10-63 through 3.10-70)
- **Cumulative Plus Central Area Specific Plan Plus Project Traffic.** Under Cumulative Plus Project with Central Area Specific Plan conditions, implementation of the proposed Specific Plan would conflict with the transportation performance measures established by the City of Salinas, Monterey County, and Caltrans (DEIR, pp. 3.10-76 through 3.10-81)

B. Overriding Considerations

In the City Council's judgment, the project and its benefits outweigh its unavoidable significant effects. The following statement identifies the specific reasons why, in the City Council's judgment, the benefits of the project as approved outweigh its unavoidable significant effects. Any one of these reasons is sufficient to justify approval of the project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City Council would stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this section (XI), and in the documents found in the Record of Proceedings, as defined in section V.

1. The project will substantially expand employment opportunities for local residents.

It is anticipated that local employment would be increased to provide administrative, management, and retail services. The project is expected to require both full-time and part-time employees. It is anticipated that the employment growth would be met both by existing residents and through the attraction of new residents. Data from U.S. Bureau of Labor Statistics (2018) indicates that the City has an unemployment rate of approximately 4.9%, as of November 2018, which is higher than the State and national averages at 4.2% and 3.7%, respectively (U.S. Bureau of Labor Statistics, 2018). Many of the newly created jobs are expected to be in the retail/commercial sector and would be opportunities well-suited for second wage earners in households, the younger workforce, and others, which generally depend on the local workforce. Due to the fact there is currently a surplus of unemployed workforce within the City, it is likely that current residents would fill the majority of new positions. Additional population growth induced by the creation of new businesses could be supported by the available housing within Salinas as well as new housing planned as part of the West Area Specific Plan.

The construction of new developments within the Specific Plan Area would increase temporary construction jobs in the area. New employment opportunities are critical to the residents of the

City as a basis to reduce the City's higher than average unemployment rate and to improve the balance between jobs and housing.

The creation of new jobs has a variety of other co-benefits that lead to improved quality of life. These benefits include enhancing overall economic activity in the City, which leads to increased revenue to fund and maintain city services and facilities such as public safety, parks, recreation centers and libraries and related programs that support a high quality of life. Benefits also include improving community health through crime reduction, improving economic productivity, decreasing traffic congestion and greenhouse gas emissions by reducing the number of residents that must travel out of the city to find employment.

2. The project will help attract economic investment.

Currently, Salinas lags behind the region in private economic investment. This lack of investment can be quantified in terms of the number of building permits pulled and the associated building valuation. For example, from June 1, 2018 to June 21, 2019, 1,765 permits with a building valuation of approximately \$5,116,481.85 were pulled in Salinas.¹ This is a fraction, 10.0 percent, of the private investment in the City of Monterey totaling a valuation of \$51,289,904 (422 permits).² This is especially significant considering Salinas (162,797) has more than five times the population of the City of Monterey (28,448).

The project streamlines opportunities for economic investment in the City by positioning the Specific Plan Area for development. The project creates the land use and zoning entitlements and provides specific guidance about how development is to proceed needed to catalyze economic development in the form of individual development projects.

3. The project will generate sales and property taxes for the City.

The project will generate substantial sales tax revenue from the planned commercial and retail uses and property tax revenue from the planned residential uses. The City can use this revenue to fund City programs that benefit the City's residents. The project has been designated with land uses that are intended to generate jobs and tax revenue for the City, while providing recreational facilities, retail opportunities, and housing opportunities.

4. The project will help improve the quality of life for City residents.

The City is experiencing significant retail leakage to surrounding communities and the region resulting in the loss of sales tax revenue. The 2008 Buxton Retail Leakage and Surplus Analysis, estimated that as much as \$250 million in annual retail sales could be recaptured by the City through targeted retail development which offers goods and services now sought from businesses located outside the City. The City's total revenue per capita figures demonstrate the impacts of this leakage. In 2016, Salinas' total revenue per capita was \$752 dollars compared to Monterey at \$2,224 dollars per capita. (California Controller, 2016)

¹ CRW Systems. City of Salinas Permits Issued for the Period 6/1/2018 thru 6/1/2019. Provided by Kristy Parker, City of Salinas Permit Center Coordinator, on June 24, 2019.

² City of Monterey Permits Issued for the Period 6/1/2018 thru 6/1/2019. Provided by Lisa Feliciano, City of Monterey Permit Inspection Services Division, on June 14, 2018.

The project would include a central core area with retail and professional services. The retail and professional service uses would help increase annual retail sales and reduce retail leakage. Residents of the Specific Plan Area and the surrounding City and unincorporated areas could shop at the planned core area retail and professional service facilities located within the central core area.

The Specific Plan focuses on individual neighborhoods, parks, schools, and other civic gathering spaces; the tree-lined streets with pedestrian amenities; a Main Street and Town Square surrounded by shops and restaurants; and mixing of land uses that encourages residents to frequently walk and bicycle in their community. The Specific Plan also contains goals and policies which require and/or encourage the necessary services to enhance residents' quality of life. The Specific Plan includes design and management strategies that aim to specifically increase the quality of life for the future residents and employees of the Specific Plan Area. For example, the Specific Plan includes sections regarding traffic calming and landscaping in order to create safe and attractive streets, parks, and landscaped areas.

Quality of life is also an important factor in the ability of the City to attract and retain businesses. The Specific Plan addresses improving safety, improving access to open space and recreational opportunities, and the adequate provision of public services. If currently unemployed residents become employed and increase their earnings through new businesses resulting from development of the Specific Plan, it is expected that their income level and standard of living will improve.

5. The project will revitalize the local infrastructure.

The proposed Specific Plan circulation and infrastructure policies promote investment in infrastructure systems including water supply, wastewater and storm drainage conveyance and disposal facilities that are critical to support the proposed uses. Section 7.3.4.1 of the Specific Plan outlines the Public Facilities Impact Fee program. Section 7.5 of the Specific Plan includes funding policies that will govern the funding of infrastructure and public facilities for the Specific Plan Area.

6. The project will implement the Salinas General Plan.

The Specific Plan will serve as a bridge between the Salinas General Plan and individual development applications in the Specific Plan Area, applying—and adding greater specificity to—the goals, policies and concepts of the General Plan for that area. The Specific Plan provides a complete blueprint for development of the Specific Plan Area, including:

- A description of proposed land uses,
- Policies, regulations and standards to support the Specific Plan,
- Infrastructure needed to support the Specific Plan, and
- Implementation and administrative processes needed for plan development.

The Specific Plan has been crafted to be consistent with overall community goals as expressed in the General Plan, as well as more specific policies and implementation measures contained in other documents.

The 2002 General Plan identifies areas for growth within the FGAs (which includes the Specific Plan Area). The Salinas General Plan Land Use Table LU-3 identifies the development capacity of the FGAs. This includes 15,873 residential units, resulting in an additional population of 58,253 within the City's FGAs. The proposed West Area Specific Plan development proposes 4,340 units with the potential to increase the population of the city by an estimated 16,101 persons, which is within the projections identified in the Salinas General Plan.

Additionally, the General Plan identified FGAs as areas of the City where future urban development will be directed. FGAs are established as a part of the General Plan maps, and include the Specific Plan Area, as well as other nearby areas. The General Plan provides development guidance within the FGAs so that they are developed as urban neighborhoods using the principles of New Urbanism. The principles of new urbanist design are further detailed in Chapter 37 (Zoning) of the City's Municipal Code. The Specific Plan Area is currently designated New Urbanism Interim (NI) by the City's zoning map. The purpose of the NI zoning district is to provide a transitional zone for the FGAs of the City located north of East Boronda Road (including the Specific Plan Area) that are within the City limits and are subject to the preparation of specific plans and subsequent subdivision maps.

The New Urbanism Districts promote the principles of New Urbanism and the creation of distinct identifiable neighborhoods that have Traditional Neighborhood Development (TND) characteristics as expressed in the Salinas General Plan and that are intended to guide the development of the North of Boronda FGA. The FGA is also subject to a Specific Plan Overlay. The Overlay requires that a Specific Plan be approved by the City prior to the development of any land located in the FGA. As such, an approved Specific Plan will ultimately regulate the development in the FGA. The New Urbanism districts identified in the City's zoning code and the West Area Specific Plan are as follows: Neighborhood Edge/Low Density Residential (NE), Neighborhood General 1/Medium Density Residential (NG-1), Neighborhood General 2/High Density Residential (NG-2), and Village Center (VC).

The development allowed by the project will be consistent with the development types and intensities identified in the General Plan and its associated Final Program EIR. The project does not change limits, amount, type, or intensity of development allowed in the Plan Area beyond what was analyzed in the certified Final Program EIR for the General Plan and Supplemental EIR for the Salinas General Plan Final Program EIR (SCH#2007031055).

7. The project will provide much-needed housing.

One of the core goals of the Specific Plan is to provide a variety of low-density, medium-density, and high-density housing and a variety of housing options for residents at various life stages. As emphasized earlier, the State Legislature has declared that "California has a housing supply and affordability crisis of historic proportions. The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and

businesses, worsening poverty and homelessness, and undermining the state's environmental and climate objectives.” (Government Code section 65589.5.) The Legislature notes that “California housing has become the most expensive in the nation. The excessive cost of the state's housing supply is partially caused by activities and policies of many local governments that limit the approval of housing, increase the cost of land for housing, and require that high fees and exactions be paid by producers of housing.” The Legislature further found that “Among the consequences of those actions are discrimination against low-income and minority households, lack of housing to support employment growth, imbalance in jobs and housing, reduced mobility, urban sprawl, excessive commuting, and air quality deterioration.” The legislative intent of Government Code section 65589.5 is to “significantly increase the approval and construction of new housing for all economic segments of California's communities by meaningfully and effectively curbing the capability of local governments to deny, reduce the density for, or render infeasible housing development projects and emergency shelters. That intent has not been fulfilled.” The State Legislature established its policy direction in the statute as follows: “It is the policy of the state that this section should be interpreted and implemented in a manner to afford the fullest possible weight to the interest of, and the approval and provision of, housing.”

The City of Salinas has recognized the need for additional housing supply for its citizens for many decades. The project will provide much-needed housing in an area of the City that has been recognized and planned for future growth.

C. Conclusion

As explained above, the City Council has balanced these benefits and considerations against the significant unavoidable environmental effects of the project and has concluded that the impacts are outweighed by these benefits, among others. After balancing environmental costs against project benefits, the City Council has concluded that the benefits the City of Salinas community and economy will derive from the project outweigh the risks. The City Council believes the project benefits outlined above override the significant and unavoidable environmental costs associated with the project.

Attachment

Impacts, Mitigation Measures and CEQA Findings Summary Table

Exhibit I
WEST AREA SPECIFIC PLAN
CITY OF SALINAS, CALIFORNIA

TABLE OF IMPACTS, MITIGATION MEASURES, AND CEQA FINDINGS

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
AIR QUALITY			
<p><i>Impact 3.1-1: The project has the potential to conflict with or obstruct implementation of the applicable air quality plan (Less than Significant)</i></p> <p>AMBAG, in consultation with the City of Salinas, included the North of Boronda Future Growth Area (inclusive of the West Area Specific Plan) within the AMBAG 2018 Regional Growth Forecast. The 2018 Regional Growth Forecast provides the region's population, housing, and employment forecasts for inclusion for AMBAG's 2040 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) as well as for the future version of the AQMP. The City of Salinas has worked closely with AMBAG to ensure that City population estimates are included within AMBAG's 2018 Regional Growth Forecast, which will feed into the next AQMP. The population estimates for the West Area Specific Plan are included in these growth forecasts. As such, the City has met the action recommended by MBARD in the <i>CEQA Air Quality Guidelines</i> (MBARD, 2008a) to ensure consistency with the applicable air quality plan (i.e. "Ensure that the jurisdiction's population forecasts are updated in the next AQMP by working with AMBAG or the appropriate local agency."). The proposed project would not conflict with or obstruct the latest air quality plan. (DEIR, pp. 3.1-18 through 3.1-19)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.1-2: Project operation has the potential to cause a violation of an air quality standard or contribute substantially to an existing or projected air quality violation (Potentially Significant)</i></p> <p>Buildout of the Plan Area is expected to exceed some of the MBARD operational criteria pollutant emissions thresholds, as modelled. Mitigation measures are provided below to reduce emissions to the maximum extent feasible. Upon full buildout, the Specific Plan would exceed the MBARD thresholds of significance for operations</p>	<p>Mitigation Measure 3.1-1: Prior to approval of development review permits including tentative maps, the project applicant(s) shall incorporate the following features into project plans and specifications, as directed by the City of Salinas:</p> <ul style="list-style-type: none"> • Provide traffic calming measures wherever feasible, within the Specific Plan Area; • Provide preferential carpool/vanpool parking spaces; 	SU	<p>Changes or alterations have been required in, or incorporated into the project, which substantially lessen the significant effects on the environment. Even so, the effects remain significant and unavoidable, and no additional mitigation is available to fully avoid the effects.</p> <p>Even with implementation of Mitigation Measures 3.1-1 through 3.1-8, the Specific Plan would exceed the MBARD thresholds of significance for operations for ROG, NO_x, and PM₁₀. Therefore, the impact is significant and unavoidable.</p> <p>The City Council concludes, however, that the Project's benefits</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
for ROG, NO _x , and PM ₁₀ , even after mitigation. (DEIR, pp. 3.1-19 through 3.1-23)	<ul style="list-style-type: none"> • Provide electric-vehicle parking spaces; • Require the use of low-VOC paint for all new building architectural coatings within the Specific Plan Area, consistent with or better than, what is required by the City's Municipal Code. <p>Mitigation Measure 3.1-2: Prior to approval of development review permit(s), the project applicant(s) shall incorporate effective methods to encourage the use of cleaner alternative fuel vehicles and carpooling within the Specific Plan Area. Effective methods may include the installation of alternative fuel (e.g. electric) charging stations at locations spaced throughout the Specific Plan Area, consistent with or better than what is required by the City's Municipal Code and Specific Plan. Additionally, this can be achieved by providing preferential parking for alternatively-powered vehicles, including electric cars, and/or by providing carpool/vanpool parking spaces.</p> <p>Mitigation Measure 3.1-3: Prior to approval of development review permit(s), the project applicant(s) shall incorporate the use of alternative energy for the residential and mixed-use/commercial developments, including by implementing alternative energy (e.g. PV solar) building requirements, consistent with or better than, what is required by the City's Municipal Code. Project applicant(s) shall also ensure that pre-installed electrical hookups and/or charging stations, as applicable, are incorporated into all project plans and specifications.</p> <p>Mitigation Measure 3.1-4: Prior to the issuance of building permits, the project applicant(s) shall provide plans that demonstrate that low-flow (high-efficiency) indoor water fixtures will be installed throughout the Specific Plan Area, including for bathroom and kitchen faucets, toilet fixtures, and showers, in both residential and non-residential buildings, in compliance with or better than the standards required within the most recent version of the California Green Building Standards Code.</p> <p>Mitigation Measure 3.1-5: Prior to the issuance of building permits, the project applicant(s) shall provide plans that demonstrate that water-</p>		outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>efficient irrigation systems will be installed throughout the Specific Plan Area, consistent with or better than the requirements contained within the State's Model Water Efficient Landscape Ordinance, the City's Water Conservation Ordinance and the Salinas Zoning Code Landscaping and Irrigation requirements.</p> <p>Mitigation Measure 3.1-6: Prior to approval of improvement plans or development review permits, as applicable, the project applicant(s) shall ensure that pedestrian/bicycle facilities (e.g. pedestrian paths, outdoor bike racks, etc.) are provided within the Specific Plan Area, in coordination with and subject to approval by the City of Salinas. The project proponent shall also provide bicycling parking near the entrance to commercial establishments within the Specific Plan Area, consistent with or better than the requirements contained within the City's Municipal Code.</p> <p>Mitigation Measure 3.1-7: Prior to the issuance of development review permit(s), the project applicant(s) shall incorporate of one or more of the following additional Specific Plan Area requirements, as determined by the City of Salinas:</p> <ul style="list-style-type: none"> • Install secured bicycle storage facilities (bike lockers, cages, interior space, or similar as approved by the City Engineer) at all commercial and public facilities with 50 employees or more; • Incorporate a park-and-ride lot; • Install Level 2 electric vehicle (EV) charge stations at workplace sites with 50 or more employees (10% of total available parking spaces); and • Install publicly-available dual post Level 2 charge within commercial zones, and/or other zones as deemed acceptable by the City of Salinas. (Note: The 'level' of the charging station refers to the voltage that the electric vehicle charger uses. Level 1 charging is your typical traditional home outlet, while level 2 is a 240 Volt Portable Cordset or Wall- 		

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>mounted Charging Station (2-10 hours charging).</p> <p>Mitigation Measure 3.1-8: Prior to the approval of individual phases (i.e. tentative maps, commercial design review, etc.), the project applicant(s) shall develop an offsite mitigation program that provides funding to offset the project-generated air emissions that are still above the Air District's operational criteria pollutant thresholds after the adoption of other applicable air quality mitigation measures. The offsite mitigation program is subject to the review and approval of the Air District and the City of Salinas on a project-by-project basis (of phase-by-phase), and is intended to be in addition to offsets that are obtained through any on-site mitigation measures. Example projects that could be included in the offsite mitigation program may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Replace existing agricultural combustion-based generators/pumps with electric agricultural water pumps (in place of generators/pumps; • Replace combustion school buses with electric school buses within the local community; • Install adaptive traffic control systems; • Install solar photovoltaic (PV) systems. 		
<p>Impact 3.1-3: Project construction has the potential to cause a violation of an air quality standard or contribute substantially to an existing or projected air quality violation (Potentially Significant)</p> <p>The Specific Plan maximum daily unmitigated emissions during construction of the Plan Area buildout in a single year is not expected to exceed the MBARD threshold of significance (82 pounds per day) for construction-generated PM₁₀. Nevertheless, since it is possible that future development proposed within the Plan Area could involve grading that exceeds 2.2 acres per day, MBARD recommends the implementation Mitigation Measure 3.1-9. (DEIR, pp. 3.1-23 through 3.1-25)</p>	<p>Mitigation Measure 3.1-9: Prior to the issuance of grading permits, the project applicant shall prepare a grading plan subject to review and approval by the City. In the event that ground-disturbance exceeds 2.2 acres per day for initial site preparation activities that involve extensive earth-moving activities (e.g., grubbing, excavation, rough grading), and 8.1 acres per day for activities that involve minimal earth-moving (e.g., finish grading), the required grading plans shall include the following measures to be implemented as needed to prevent visible dust emissions:</p> <ul style="list-style-type: none"> • Water all active construction sites to prevent visible dust emissions. Frequency should be based on the type of operation, soil, and wind exposure; • Prohibit grading and earthmoving 	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.1-9 be adopted. Mitigation Measure 3.1-9 requires preparation of a grading plan with measures to prevent visible dust emissions. Implementation of Mitigation Measure 3.1-9 would reduce this impact to a less-than-significant level.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>activities, and cover stock piles, during periods of high wind (over 15 mph);</p> <ul style="list-style-type: none"> • Limit vehicle speed on construction sites to 15 mph. • Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days); • Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut and fill operations and hydroseed area; • Maintain at least 1-foot of freeboard in each haul truck; • Provide windbreaks on the windward perimeter of construction projects where adjacent to open land; • Cover inactive storage piles; • Sweep streets if visible soil material is carried out from the construction site; and/or • Post a publicly visible sign written in English and Spanish which specifies the telephone number and person to contact regarding dust complaints. This person shall respond to complaints and take corrective action within 48 hours. The phone number of the Monterey Bay Air Resources District (MBARD) shall be visible to ensure compliance with Rule 402 (Nuisance). The sign shall be in accordance with MBARD and/or City requirements, as applicable; • Use cleaner construction equipment that conforms to EPA's Tier 3 or Tier 4 emission standards; and/or • Further, where feasible construction should include the use of alternative fuels such as compressed natural gas (CNG), propane, electricity or biodiesel. 		
<p><i>Impact 3.1-4: The proposed project has the potential to have carbon monoxide hotspot impacts (Less Than Significant)</i></p> <p>This project is located in an area that is designated</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>attainment-unclassified for carbon monoxide. Therefore, no project-level conformity analysis is necessary for CO. Substantial concentrations of carbon monoxide are not expected at or along any streets or intersections affected by the development of the Plan Area. (DEIR, pp. 3.1-25 and 3.1-26)</p>			
<p><i>Impact 3.1-5: The proposed project has the potential for public exposure to toxic air contaminants (Potentially Significant)</i></p> <p>While implementation of the West Area Specific Plan, in and of itself, would not result in an increased exposure of sensitive receptors to localized concentrations of TACs, there is a potential for future commercial business activity, as permitted under the West Area Specific Plan, to result in increased exposure of sensitive receptors to localized concentrations of TACs. The emission sources could be stationary sources and/or mobile source (i.e. diesel truck traffic). Because, at the Specific Plan level of land use planning, the City does not yet know the precise locations, configurations, and sizes of any future land uses within the Specific Plan that uses may generate sufficient levels of TACs to create the possibility of adverse health effects, it is premature, at the Specific Plan stage, to undertake an overall health risk assessment for the Specific Plan. Future health risk assessments will be performed where warranted, as required by Mitigation Measure 3.1-10. (DEIR, pp. 3.1-26 through 3.1-30)</p>	<p>Mitigation Measure 3.1-10: Prior to issuance of building permits or commencing operation of any commercial building/use that would emit toxic air contaminants (such as gas stations or dry cleaning operations), the project applicant shall, at a minimum, perform prioritization screening in accordance with the Air Toxics "Hot Spots" Program, Facility Prioritization Guidelines (July 1990) and the Air Toxics "Hot Spots" Information and Assessment Act. The prioritization screening shall be performed in accordance with the California Air Pollution Control Officers Association Air Toxic "Hot Spots" Program guidance. The prioritization screening shall also be conducted consistent with the guidance provided by the Monterey Bay Air Resources District, which will be responsible for determining which facilities based on their prioritization screening score, must perform a health risk assessment. In determining the need to prepare a health risk assessment, the Monterey Bay Air Resources District considers the potency, toxicity, quantity, and volume of hazardous materials released from the facility, the proximity of the facility to potential receptors, and any other factors specific to the facility that indicate that it may pose a significant health risk.</p> <p>If a health risk assessment is warranted for a facility based on its prioritization score, the project applicant shall assess the facilities for the potential to expose the public to toxic air contaminants in excess of the applicable thresholds (utilizing an air dispersion modelling program such as AERMOD). As of the time of this writing, the commonly accepted threshold for cancer risk is 10 in a million for carcinogens, and the reference exposure level for non-carcinogens (HI = 1). Facilities that exceed the applicable threshold(s) have the potential to expose the public to toxic air contaminants levels that would be considered significant. Facilities that exceed the applicable threshold(s) must incorporate mitigation to reduce the risks from emission of toxic air contaminants to an acceptable level (i.e.,</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.1-10 be adopted. Mitigation Measure 3.1-10 requires performance of a prioritization screening in accordance with the Air Toxics "Hot Spots" Program, Facility Prioritization Guidelines (July 1990) and the Air Toxics "Hot Spots" Information and Assessment Act. Implementation of Mitigation Measure 3.1-10 would reduce this impact to a less-than-significant level.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	to a level that does not exceed the applicable threshold[s]). Potential mitigation includes: reducing the size of the facility area; rearranging the site to reduce the potential for impacts on the nearest sensitive receptors; and utilizing products that reduce the level of toxic air contaminants, or removal of such products from the operational phase of the project.		
<p><i>Impact 3.1-6: The proposed project has the potential for exposure to odors (Less than Significant)</i></p> <p>The Specific Plan does not propose sensitive receptors that could be exposed to odors in the vicinity; nor does it propose uses that would create odors that could expose receptors in the area. Therefore, operation of the proposed project would not result in significant objectionable odors. (DEIR, pp. 3.1-30 and 3.1-31)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.1-7: Cumulative impact on the region's air quality (Potentially Significant)</i></p> <p>As discussed under Impact 3.1-2, implementation of the Specific Plan would result in increased emissions primarily from vehicle miles travelled associated with project implementation and area sources. The MBARD has established operations-related emissions thresholds of significance and it was determined that the Specific Plan annual emissions of ROG, NO_x, and PM₁₀ at full buildout would exceed the MBARD's thresholds of significance for these pollutants, even with mitigation.</p> <p>As is currently proposed, the Specific Plan is expected to be built out under a staged approach, and all mitigation would be applicable to each stage. However, even with the application of mitigation measures, operational emissions levels would remain above the defined thresholds of significance. Exceedance of the threshold within an area designated as nonattainment would be a cumulatively considerable impact. (DEIR, pp. 3.1-31 and 3.1-32)</p>	Implement Mitigation Measures 3.1-1 through 3.1-9.	CS and SU	<p>Changes or alterations have been required in, or incorporated into the project, which substantially lessen the significant effects on the environment. Even so, the effects remain significant and unavoidable, and no additional mitigation is available to fully avoid the effects.</p> <p>The City Council has directed that Mitigation Measures 3.1-1 through 3.1-9 be adopted. Implementation of Mitigation Measures 3.1-1 through 3.1-9, which have been required or incorporated into the Project, will substantially lessen the severity of the significant effect, but will not reduce this impact to a less-than-significant level. No mitigation is available to render the effects less than significant. The effects therefore remain significant and unavoidable.</p> <p>The City Council concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.</p>
BIOLOGICAL RESOURCES			
<p><i>Impact 3.2-1: The proposed project has the potential to, directly or indirectly, have a substantial adverse effect through habitat modifications or reductions, cause populations to drop below self-sustaining levels, substantially eliminate a community, or substantially</i></p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p><i>reduce the number of, or restrict the range of, an endangered, rare or threatened species, including those considered candidate, sensitive, or special status in local or regional plans, policies, regulations, or by the CDFW or USFWS - Invertebrates (Less Than Significant)</i></p> <p>Based on field surveys, habitat conditions, and records searches, there are no special status invertebrate species that have the potential to be present within the Specific Plan Area. The proposed project would not, directly or indirectly, have a substantial adverse effect on invertebrate species through habitat modifications or reductions, cause populations to drop below self-sustaining levels, substantially eliminate a community, or substantially reduce the number of, or restrict the range of, an endangered, rare or threatened species, including those considered candidate, sensitive, or special status in local or regional plans, policies, regulations, or by the CDFW or USFWS. (DEIR, pp. 3.2-30)</p>			
<p><i>Impact 3.2-2: The proposed project has the potential to, directly or indirectly, have a substantial adverse effect through habitat modifications or reductions, cause populations to drop below self-sustaining levels, substantially eliminate a community, or substantially reduce the number of, or restrict the range of, an endangered, rare or threatened species, including those considered candidate, sensitive, or special status in local or regional plans, policies, regulations, or by the CDFW or USFWS - Reptile and Amphibian (Potentially Significant)</i></p> <p>There are numerous locations for refugia (debris, burrows, crevices, barns, sheds, etc.) within the Plan Area that could be used by migrating California tiger salamander (CTS). Higher quality upland habitat is found to the east; however, the Specific Plan Area cannot be completely discounted as having potential refuge sites. It is noted that there is not any known CTS taking refuge in the Specific Plan Area during their estivation period. It is also theoretically possible that a breeding CTS would emerge from the breeding basin and migrate west of Natividad Road to find refugia in the Specific Plan Area. The areas with potential upland habitat in the Specific Plan Area include the farmland fringe, irrigation ditch, roadside ditch, and farmland residence. The paved roads, dirt roads, and tilled farmland provide</p>	<p>Mitigation Measure 3.2-1: Prior to issuance of grading and/or building permits, the project applicant, assisted by a qualified biologist, shall consult with the USFWS and CDFW to obtain the appropriate regulatory approvals and authorizations regarding CTS. This is may, or may not, include the need to submit an application for incidental take to both the USFWS (Section 7 Consultation) and CDFW (2081 incidental take permit). If either USFWS, CDFW, or the City's Community Development Director determines that an incidental take permit is required, the project applicant shall obtain such a permit before engaging in any grading or other site-treatment activities in areas deemed to be viable CTS habitat.</p> <p>Mitigation Measure 3.2-2: Prior to issuance of grading and/or building permits, in order to avoid and minimize impacts to California tiger salamander, the proposed project activities shall be compliant with all Avoidance and Minimization Measures imposed by the USFWS and/or CDFW during Construction Activities. Examples of standard avoidance and minimization measures include: 1) conducting environmental education training for all construction personnel, 2) having a biologist with a scientific collecting permit for CTS to be</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measures 3.2-1 through 3.2-4 be adopted. Mitigation Measure 3.2-1 would ensure a final concurrence is obtained from the regulatory agencies to ensure that there is no illegal take for CTS even though they are well documented as a hybrid population. Mitigation Measure 3.2-2 would require activities to avoid and minimize impacts to CTS to the extent feasible.</p> <p>Mitigation Measure 3.2-3 would ensure a final concurrence is obtained from the regulatory agencies to ensure that there is no illegal take for CRLF. Mitigation Measure 3.2-4 would require activities to avoid and minimize impacts to CRLF to the extent feasible. Therefore, this impact is less than significant with mitigation incorporated.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>limited habitat because of the frequency of disturbance in these areas. Given that the entire Specific Plan Area is within the 1.3-mile migration radius, and there is potential aquatic breeding and upland habitat, the proposed project will affect this breeding population of CTS.</p> <p>There are numerous documented occurrences of California red-legged frog (CRLF) in the vicinity of the Specific Plan Area. Higher quality upland and aquatic habitat is found to the east; however, the Specific Plan Area cannot be completely discounted as having potential habitat within the drainage features (i.e. ditches). It is noted that there is not any known CRLF within the Specific Plan Area.</p> <p>The foothill yellow-legged frog (FYLF) is not documented in the vicinity of the Specific Plan Area. The ditches within the Specific Plan Area provide some limited habitat for FYLF. This species is known to occur in aquatic habitats, such as creeks or rivers in woodland, forest, mixed chaparral, and wet meadow habitats with rock and gravel substrate and low overhanging vegetation along the edge. They are usually found near riffles with rocks and sunny banks nearby. The conditions of the Plan Area, including the drainages, are not ideal for this species and they are presumed absent.</p> <p>(DEIR, pp. 3.2-30 through 3.2-38)</p>	<p>responsible for overseeing any hand excavation of burrows using hand-trowels and spades per the regulatory agency protocols, 3) erecting drift fencing around the work areas if occurring during the migration/breeding season, 4) inspection of drift fencing by biologist with a scientific collecting permit every 72 hours during the migration/breeding season 5) installation of pit traps to capture CTS migrating during the rain events with a check twice daily (morning prior to construction start and evening after construction ends), 6) relocation of any CTS found immediately to a site designated by the USFWS and CDFW per protocol; and 7) post construction report.</p> <p>Mitigation Measure 3.2-3: Prior to issuance of grading and/or building permits, the project applicant, assisted by a qualified biologist, shall consult with the USFWS and CDFW to obtain the appropriate regulatory approvals and authorizations regarding CRLF. This may, or may not, include the need to submit an application for incidental take to both the USFWS (Section 7 Consultation) and CDFW (2081 incidental take permit). If either USFWS, CDFW, or the City's Community Development Director determines that an incidental take permit is required, the project applicant shall obtain such a permit before engaging in any grading or other site-treatment activities in areas deemed to be viable CRLF habitat.</p> <p>Mitigation Measure 3.2-4: Prior to issuance of grading and/or building permits, in order to avoid and minimize impacts to CRLF, the proposed project activities shall be compliant with all Avoidance and Minimization Measures imposed by the USFWS and CDFW during Construction Activities. Examples of standard avoidance and minimization measures include: 1) conducting environmental education training for all construction personnel, 2) having a biologist with a scientific collecting permit for CRLF to be responsible for overseeing any hand excavation of burrows using hand-trowels and spades per the regulatory agency protocols, 3) erecting drift fencing around the work areas if occurring during the migration/breeding season, 4) inspection of drift fencing by biologist with a scientific collecting permit every 72 hours during the migration/breeding season 5) installation of pit</p>		

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	traps to capture CRLF migrating during the rain events with a check twice daily (morning prior to construction start and evening after construction ends), 6) relocation of any CRLF found immediately to a site designated by the USFWS and CDFW per protocol; and 7) post construction report.		
<p>Impact 3.2-3: The proposed project has the potential to, directly or indirectly, have a substantial adverse effect through habitat modifications or reductions, cause populations to drop below self-sustaining levels, substantially eliminate a community, or substantially reduce the number of, or restrict the range of, an endangered, rare or threatened species, including those considered candidate, sensitive, or special status in local or regional plans, policies, regulations, or by the CDFW or USFWS - Birds (Potentially Significant)</p> <p>Construction activities in the Specific Plan Area would create temporary sources of noise and light that could affect nesting songbirds if they are located adjacent to the Specific Plan Area in the future. The ongoing activities associated with the operational phase (i.e., human and/or domesticated animal presence, light, noise, etc.) could disrupt nesting birds if they are located adjacent to the Specific Plan Area in the future. (DEIR, pp. 3.2-38 through 3.2-40)</p>	<p>Mitigation Measure 3.2-5: Building and grading permits and plans issued for development in the Specific Plan Area shall note the following: If construction activities occur during the avian breeding season (February 1 – September 15) then the project proponent shall conduct pre-construction surveys to prevent impacts to nesting birds. No more than 15 days prior to the start of construction a bird survey shall be conducted by a qualified biologist to identify any active nests within 300 feet of the construction zone, and shall be submitted to the City. If construction stops for a period of 15 days or more during the avian breeding season than an additional bird survey shall be conducted. The biologist will conduct a survey within 300 feet of the construction zone for all special-status birds protected by the federal and state ESA, MBTA and CFGC. The biologist shall map all nests that are within, and visible from, 300 feet of the construction zone. If nests are identified, the biologist shall map the location and establish a minimum 300-foot buffer zone around active nests. Construction activity shall be prohibited within the buffer zones until the young have fledged. Nests shall be monitored at least twice per week during the nesting season and a report submitted to the City and CDFW monthly.</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.2-1 through 3.2-5 be adopted. Mitigation Measure 3.2-5 would ensure a final concurrence is obtained from the regulatory agencies to ensure that there is no illegal take for CRLF. Mitigation Measure 3.2-4 requires a preconstruction survey of the Plan Area and immediate vicinity for all special-status birds protected by the federal and state ESA, MBTA and CFGC prior to construction. Therefore, this impact is less than significant with mitigation incorporated.</p>
<p>Impact 3.2-4: The proposed project has the potential to, directly or indirectly, have a substantial adverse effect through habitat modifications or reductions, cause populations to drop below self-sustaining levels, substantially eliminate a community, or substantially reduce the number of, or restrict the range of, an endangered, rare or threatened species, including those considered candidate, sensitive, or special status in local or regional plans, policies, regulations, or by the CDFW or USFWS - Fish (Less Than Significant)</p> <p>field surveys, habitat conditions, and records searches, there are no fish species that have the potential to be present within the Specific Plan Area. The proposed project would not, directly or indirectly, have a substantial adverse effect on fish</p>	No mitigation measures are necessary.	LTS	<p>Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
species through habitat modifications or reductions, cause populations to drop below self-sustaining levels, substantially eliminate a community, or substantially reduce the number of, or restrict the range of, an endangered, rare or threatened species, including those considered candidate, sensitive, or special status in local or regional plans, policies, regulations, or by the CDFW or USFWS. (DEIR, pp. 3.2-41)			
<p>Impact 3.2-5: The proposed project has the potential to, directly or indirectly, have a substantial adverse effect through habitat modifications or reductions, cause populations to drop below self-sustaining levels, substantially eliminate a community, or substantially reduce the number of, or restrict the range of, an endangered, rare or threatened species, including those considered candidate, sensitive, or special status in local or regional plans, policies, regulations, or by the CDFW or USFWS - Mammals (Potentially Significant)</p> <p>The Specific Plan Area provides potential habitat for several special-status bats, including: Mexican free-tailed bat (<i>Tadarida brasiliensis</i>), California mastiff bat (<i>Eumops perotis californicus</i>), big brown bat (<i>Eptesicus fuscus</i>), Hoary bat (<i>Lasiurus cinereus</i>), spotted bat (<i>Euderma maculatum</i>), Townsend's big-eared bat (<i>Corynorhinus townsendii</i>), pallid bat (<i>Antrozous pallidus</i>), western pipistrelle (<i>Pipistrellus hesperus</i>), small-footed myotis/bat (<i>Myotis ciliolabrum</i>), long-eared myotis/bat (<i>Myotis evotis</i>), California myotis (<i>Myotis californicus</i>), long-legged myotis/bat (<i>Myotis volans</i>), Yuma myotis/bat (<i>Myotis yumanensis</i>), and little brown bat (<i>Myotis lucifugus</i>). These species are not federal or State listed; however, most of them are considered California Species of Special Concern and/or are tracked by the CNDDDB. Bats are found in a variety of habitats in the region, including buildings, bridges, mines, caves, tree cavities, under bark or rocks, etc. There is the potential for bats to roost in the two on-site farmland residence complexes along San Juan Grade Road, and/or the complexes located along Natividad Road. There is no evidence that bats are present in these locations at this time; however, they can become occupied at some future date. (DEIR, pp. 3.2-41 through 3.2-43)</p>	<p>Mitigation Measure 3.2-6: Grading and/or building permits and plans issued for development in the Specific Plan Area shall note the following: Fifteen days prior to construction activities within 200 feet of the residential complexes located along Natividad Road and San Juan Grade Road, the project applicant shall retain a qualified biologist familiar with bat biology to perform a preconstruction survey for roosting special-status bats; and shall be submitted to the City. The survey shall include a minimum of one daytime and one evening survey. The survey shall cover the trees, structures, and debris located within these complexes. If active roosting is observed, removal of the tree or building shall be avoided until the bats can be excluded. All active non-maternity roosting sites shall be fitted with passive exclusion devices, such as one-way flaps or doors, and all bats shall be allowed to leave voluntarily. Once it is confirmed that all bats have left the roost (minimum of five days), crews shall be allowed to continue work in the area. If a maternity roosting site is discovered, a minimum 50-foot buffer shall be established around the roost. The project applicant shall consult with the qualified biologist in order to determine if a greater buffer is warranted based on the bat species, roost location, and specific construction activities to be performed in the vicinity. The buffer shall stay in effect until all young are determined to be volant (i.e., able to fly and feed independently) by a qualified biologist. Once it is determined that all young are volant (generally by August 1st), passive exclusion devices shall be installed and all bats shall be allowed to leave voluntarily. Once it is determined by a qualified biologist that all bats have left the roost (minimum of five days), crews shall be allowed to work within the buffer zone. Project Improvement Plans will include this measure as a note in the plans.</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.2-6 be adopted. Mitigation Measure 3.2-6 requires avoidance and minimization measures to avoid impacts to bat species. Therefore, this impact is less than significant with mitigation incorporated.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>Impact 3.2-6: The proposed project has the potential to, directly or indirectly, have a substantial adverse effect through habitat modifications or reductions, cause populations to drop below self-sustaining levels, substantially eliminate a community, or substantially reduce the number of, or restrict the range of, an endangered, rare or threatened species, including those considered candidate, sensitive, or special status in local or regional plans, policies, regulations, or by the CDFW or USFWS – Plants (Less Than Significant)</p> <p>The records search identified numerous special-status plants located within the region. Field surveys and habitat evaluations were performed in 2004 by Biotic Resources Group: March (26th and 31st), April (14th and 30th), May (17th), June (17th), July (26th). Additional field surveys were performed by De Novo Planning Group in 2015 September (11th) and in 2016 (April 18th). The collection of field surveys included surveys that coincided with the blooming period for special many status plants known to occur within the region. The conditions of the Specific Plan Area are highly disturbed due to the active agricultural operations. No special-status plants were observed within the Specific Plan Area during field surveys.</p> <p>The proposed project would not, directly or indirectly, have a substantial adverse effect on plant species through habitat modifications or reductions, cause populations to drop below self-sustaining levels, substantially eliminate a community, or substantially reduce the number of, or restrict the range of, an endangered, rare or threatened species, including those considered candidate, sensitive, or special status in local or regional plans, policies, regulations, or by the CDFW or USFWS. (DEIR, pp. 3.2-43)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p>Impact 3.2-7: The proposed project has the potential to have substantial adverse effect on federally - or state-protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means (Potentially Significant)</p> <p>The Specific Plan Area contains a roadside ditch located along the north side of East Boronda Road. The ditch was constructed to support agricultural operations, and drains agricultural runoff from most of the Specific Plan Area into the existing City storm water drainage system</p>	<p>Mitigation Measure 3.2-7: Prior to grading/building permit issuance in an area that would disturb the irrigation ditches and/or roadside ditches, the project applicant shall obtain a jurisdictional determination from the USACE and CDFW for the ditches that are proposed to be disturbed. If these regulatory agencies concur that these facilities are exempt, then no further mitigation is necessary. If it is determined that these facilities are not exempt, authorization for fill from the regulatory agencies (USACE-404 permit, RWQCB-401 certification, 1600 Streambed Alteration Agreement) will be</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.2-7 be adopted. Mitigation Measure 3.2-7 requires a 1:1 replacement of acreage and function of all wetlands and other waters that would be removed, lost, or degraded as a result of project implementation or operations. Therefore, this impact is less than significant with mitigation incorporated.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
The USACE has regulatory responsibility for navigable waters as well as "all other waters such as...streams ...wetlands...and natural ponds, the use, degradation or destruction of which could affect interstate or foreign commerce" (33 CFR 323.2) under Section 404 of the CWA. A formal jurisdictional determination must be made by the USACE relative to the protected wetlands and jurisdictional waters within the Specific Plan Area. The agricultural irrigation ditches are manmade and believed to solely function to drain upland agricultural runoff. As such, they are expected to be exempted from the USACE jurisdiction under the Irrigation Ditch Exemption pursuant to Federal Regulations (33 CFR 323.4(a)(3)). However, a final determination must be made by the USACE prior to any filling of these ditches for urban use. (DEIR, pp. 3.2-43 through 3.2-45)	necessary and a permit shall be adhered to throughout the construction phase. At a minimum, the project applicant shall replace on a "no net loss" basis (minimum 1:1 ratio) the acreage and function of all wetlands and other waters that would be removed, lost, or degraded as a result of project implementation or operations, although a higher mitigation measure may be required by the USACE, RWQCB, and CDFW through their permitting processes. Wetland habitat shall be replaced at acreage and location agreeable to the USACE, RWQCB, and CDFW and as determined during the Section 401, 404, and 1600 permitting processes.		
<i>Impact 3.2-8: The proposed project has the potential to have substantial adverse effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service (Less Than Significant)</i> The records search and field surveys did not reveal the presence of any riparian habitat or sensitive natural communities within the Specific Plan Area. The conditions of the Specific Plan Area are highly disturbed due to the active agricultural operations. The proposed project would not result in a substantial adverse effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the CDFW or UFWSF. (DEIR, pp. 3.2-45 and 3.2-46)	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<i>Impact 3.2-9: The proposed project has the potential to interfere substantially with the movement of native fish or wildlife species or with established wildlife corridors, or impede the use of native wildlife nursery sites (Potentially Significant)</i> The proposed project has the potential to interfere substantially with the movement of native fish or wildlife species or with established wildlife corridors, or impede the use of native wildlife nursery sites. Development of the proposed project would eliminate any movement habitat through the Specific Plan Area, along with any upland habitat adjacent to the movement corridors. (DEIR, pp.	No mitigation measures are feasible.	CS and SU	The EIR identified no mitigation measures to address this particular significant effect on the environment. Thus, the effect remains significant and unavoidable, and no mitigation is available to substantially lessen or avoid the effect. The City Council concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
3.2-46 through 3.2-47)			
<p><i>Impact 3.2-10: The proposed project has the potential to conflict with an adopted Habitat Conservation Plan or Natural Community Conservation Plan (Less Than Significant)</i></p> <p>The proposed project is not subject to a Habitat Conservation Plan or Natural Community Conservation Plan. Therefore, the proposed project would not conflict with an adopted Habitat Conservation Plan or Natural Community Conservation Plan. (DEIR, pp. 3.2-47)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.2-11: The proposed project has the potential to conflict with local policies or ordinances protecting biological resources (Less Than Significant)</i></p> <p>The proposed project would not conflict with local policies or ordinances protecting biological resources. The project proponent is required to comply with the provisions of the City's General Plan and Municipal Code. The proposed project is generally consistent with the above relevant open space and conservation policies of the General Plan, as well as the City's Municipal Code. (DEIR, pp. 3.2-47 through 3.2-52)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.2-12: Cumulative loss of biological resources including habitats and special status species (Potentially Significant)</i></p> <p>The project would result in impacts to biological resources including habitats and special status species. Development of the proposed project would eliminate any movement habitat through the Specific Plan Area, along with any upland habitat adjacent to the movement corridors. Given the rareness of CTS and CRLF in the Bioregion, the incremental loss of movement habitat from the proposed project, when considered alongside all past, present, and probable future projects (inclusive of all communities within the Bioregion), is a significant and unavoidable cumulative impact, and the Specific Plan's incremental contribution to this impact is itself cumulatively considerable. (DEIR, pp. 3.2-52 and 3.2-53)</p>	No mitigation measures are feasible.	CS and SU	<p>The EIR identified no mitigation measures to address this particular significant effect on the environment. Thus, the effect remains significant and unavoidable, and no mitigation is available to substantially lessen or avoid the effect.</p> <p>The City Council concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.</p>
CULTURAL AND TRIBAL RESOURCES			
<i>Impact 3.3-1: Project implementation may cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines</i>	Mitigation Measure 3.3-1: In the event that evidence of archaeological or historical features or deposits (e.g., ceramic shard, trash scatters,	LTS	Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>§15064.5 (Potentially Significant)</p> <p>No historical resources were found during field surveys for the proposed project. Additionally, there are no historical resources that have been identified in the Specific Plan Area on maps and files maintained by the Northwest Information Center (NWIC). There have been three previous cultural resource studies that examined approximately three-quarters of the Specific Plan Area and no historical resources were documented. The Monterey County Historic Property Data File Directory and National Register of Historic Resources do not list any historical resources in the Specific Plan Area.</p> <p>It is not anticipated that ground disturbing activities would result in impacts to historical resources given that none are believed to be present. However, as with most projects in California that involve ground disturbing activities, there is the potential for discovery of a previously unknown historical resource. Project implementation may cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5. (DEIR, pp. 3.3-12 and 3.3-13)</p>	<p>lithic scatters) are uncovered (discovered) during excavation and/or grading, all work shall stop in the area of the subject property until an appropriate data recovery program can be developed and implemented by a qualified archaeologist. This archaeologist shall determine whether the uncovered deposits or features qualify as either “historical resources” within the meaning of CEQA Guidelines section 15064.5, subdivision (a), “unique archaeological resources” as defined in Public Resources Code section 21083.2, subdivision (g), or “tribal cultural resources,” as defined in Public Resources Code section 21074. If historical resources, unique archaeological resources, or tribal cultural resources are present, the project proponent shall preserve any such resources or implement any feasible mitigation measures identified by the archaeologist and imposed by the City. Recommended mitigation measures shall be reviewed by the City Planner and shall be approved if feasible in light of project design, logistics, and cost considerations and, if approved, shall be implemented and completed prior to commencing further work for which grading or building permits were issued, unless otherwise directed by the City Planner. Data recovery shall be an option if preservation in place is infeasible. Where resources have been determined to be “unique archaeological resources” but not “historical resources” or “tribal cultural resources,” the project proponent’s obligations shall be limited as set forth in Public Resources Code section 21083.2, subdivisions (d), (e), and (f). Grading/building permits and plans shall note this measure.</p>		<p>The City Council hereby directs that Mitigation Measure 3.3-1 be adopted. Implementation of Mitigation Measure 3.3-1 requires work to stop if an archaeological or historical feature or deposit is found during construction, as well as steps to follow once construction has stopped. Therefore, this impact is less than significant with mitigation incorporated.</p>
<p>Impact 3.3-2: Project implementation may cause a substantial adverse change in the significance of archaeological resource pursuant to CEQA Guidelines §15064.5 (Potentially Significant)</p> <p>No archaeological resources were found during field surveys for the proposed project. Additionally, no archaeological resources have been identified in the Plan Area on maps and files maintained by the NWIC. There have been three previous cultural resource studies that examined approximately three-quarters of the Specific Plan Area and no archaeological resources were documented. The Monterey County Historic Property Data File Directory and National Register of Historic</p>	<p>Implement Mitigation Measure 3.3-1</p>	<p>LTS</p>	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.3-1 be adopted. Implementation of Mitigation Measure 3.3-1 requires work to stop if an archaeological or historical feature or deposit is found during construction, as well as steps to follow once construction has stopped. Therefore, this impact is less than significant with mitigation incorporated.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>Resources do not list any archaeological resources in the Specific Plan Area.</p> <p>It is not anticipated that ground disturbing activities would result in impacts to archaeological resources given that none are believed to be present. However, as with most projects in California that involve ground disturbing activities, there is the potential for discovery of a previously unknown archaeological resource. Project implementation may cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5. (DEIR, pp. 3.3-13)</p>			
<p><i>Impact 3.3-3: Project implementation may directly or indirectly destroy a unique paleontological resource (Potentially Significant)</i></p> <p>A search of the University of California, Berkeley Museum of Paleontology collections database of Paleontology Localities did not identify any paleontological resources (fossils or fossil formations) within the Specific Plan Area. The Monterey County General Plan Draft EIR (2007) included a review of known fossil localities conducted by paleontologists in 2001. Twelve fossil sites were identified as having outstanding scientific value. For the most part, the fossils at these 12 sites reflect the type of assemblages found throughout the county (microorganisms or invertebrates); however, each has special characteristics that make it unique or rare, or in some way provide important stratigraphic or historic information. None of the 12 identified high value sites are located on or near the Specific Plan Area. Additionally, the Salinas General Plan Final EIR (2002) does not identify any high value sites in the Specific Plan area or in the City as a whole.</p> <p>However, unknown important paleontological resources have the potential to occur within the planning area including the undeveloped future growth areas, which include the Specific Plan Area. The construction of new development would involve grading and other earthwork that can disturb important fossils. Therefore, project implementation may directly or indirectly destroy a unique paleontological resource. (DEIR, pp. 3.3-13 and 3.3-14)</p>	<p>Mitigation Measure 3.3-2: If paleontological resources are discovered during the course of construction, work shall be halted immediately within 50 meters (165 feet) of the discovery, the City of Salinas shall be notified, and a qualified paleontologist shall be retained to determine the significance of the discovery. If the paleontological resource is considered significant, it should be excavated by a qualified paleontologist and given to a local agency, State University, or other applicable institution, where the resource could be curated and displayed for public education purposes. Grading/ building permits and plans shall note this measure.</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.3-2 be adopted. Implementation of Mitigation Measure 3.3-2 requires work to stop if a paleontological resource is found during construction, as well as steps to follow once construction has stopped. Therefore, this impact is less than significant with mitigation incorporated.</p>
<p><i>Impact 3.3-4: Project implementation may disturb human remains, including those interred outside of</i></p>	<p>Mitigation Measure 3.3-3: If human remains are found during construction within the Specific</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p><i>formal cemeteries (Potentially Significant)</i></p> <p>No human remains or known burial sites were found during field surveys for the proposed project. Additionally, there are no human remains or known burial sites that have been identified in the Plan Area on maps and files maintained by the NWIC. It is not anticipated that ground disturbing activities would result in impacts to human remains or known burial sites given that none are believed to be present. However, as with most projects in California that involve ground disturbing activities, there is the potential for discovery of previously unknown human remains or known burial sites. Project implementation may disturb human remains, including those interred outside of formal cemeteries. (DEIR, pp. 3.3-14 and 3.3-15)</p>	<p>Plan Area, or at off-site infrastructure improvement locations, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until a qualified archeological monitor and the coroner of Monterey County are contacted. If it is determined that the remains are Native American, the 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:</p> <ul style="list-style-type: none"> a) the Native American Heritage Commission is unable to identify a MLD or the MLD failed to make a recommendation within 48 hours after being notified by the commission; b) the descendent identified fails to make a recommendation; or c) the landowner or his 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>Grading permit/building permits and plans shall note this measure.</p>		<p>environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.3-3 be adopted. Implementation of Mitigation Measure 3.3-3 requires work to stop if human remains are found during construction, as well as steps to follow once construction has stopped. Therefore, this impact is less than significant with mitigation incorporated.</p>
<p><i>Impact 3.3-5: The project may contribute to cumulative impacts on known and undiscovered cultural resources (Less Than Significant)</i></p> <p>While there are extensive documented cultural resources in Salinas and unincorporated Monterey County, there are no cultural resources that were found during field surveys of the proposed project. Additionally, there are no cultural resources that have been identified in the Plan Area on maps and</p>	<p>No mitigation measures are necessary.</p>	<p>LTS</p>	<p>Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>files maintained by the NWIC. The Monterey County Historic Property Data File Directory and National Register of Historic Resources do not list any cultural resources in the Plan Area. Any significant discoveries during construction would be required to be preserved in place or mitigated through relocation or documentation; and the project is not anticipated to considerably contribute to a significant reduction in cultural resources.</p> <p>The proposed project, when considered alongside all past, present, and probable future projects (inclusive of buildout of the various General Plans within Monterey County), would not be expected to cause any significant cumulative impacts. The proposed project would not have cumulatively considerable impacts associated with cultural resources. (DEIR, pp. 3.3-15 and 3.3-16)</p>			
GREENHOUSE GASES, CLIMATE CHANGE, AND ENERGY			
<p><i>Impact 3.4-1: Potential to generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment (Potentially Significant)</i></p> <p>Short-term construction GHG emissions are a one-time release of GHGs and are not expected to significantly contribute to global climate change over the lifetime of the Specific Plan. Even after incorporation of the mitigation measures provided in Section 3.1: Air Quality, overall GHGs generated by the proposed project are expected to be greater than the applicable thresholds of 1,150 MT of CO₂e per year for construction emissions, 1.94 MT CO₂e/service population/year for operational emissions during Year 2035, and 0.80 MT CO₂e/service population/year for operational emissions during Year 2050. The project would generate GHG emissions, directly and indirectly, that may have a significant impact on the environment. (DEIR, pp. 3.4-31 through 3.4-38)</p>	<p>Mitigation Measure 3.4-1: Prior to the approval of the tentative maps and development review permits, as applicable, pursuant to CEQA Guidelines section 15183.5(b), Plans for the Reduction of Greenhouse Gas Emissions, the project applicant shall prepare a Greenhouse Gas Reduction Plan (GGRP) aimed at achieving specific performance standards. The GGRP shall include the following:</p> <ol style="list-style-type: none"> 1) The GGRP shall achieve a per capita operational emissions level of 1.94 MT CO₂e/service population/year by year 2035, and 0.80 MT CO₂e/service population/year by year 2050. 2) Calculation of GHG emissions projection using an acceptable modeling tool such as the most recent version of CalEEMod. <p>GHG reduction measures may include building and site energy reduction measures, measures to reduce project-generated vehicle miles traveled, or other measures. Off-site measures such as participation in a community-wide GHG reduction program(s), if any are adopted, or payment of GHG reduction fees (carbon offsets) into a qualified existing program, if one is in place, may be considered after all feasible on-site reduction measures are considered. The effectiveness of the GHG reduction measures included in the GGRP must be verifiable based</p>	SU	<p>Changes or alterations have been required in, or incorporated into the project, which substantially lessen the significant effects on the environment. Even so, the effects remain significant and unavoidable, and no additional mitigation is available to fully avoid the effects.</p> <p>Even with implementation of Mitigation Measure 3.4-1, it is possible that individual projects within the Plan Area may not achieve GHG reductions needed for their individual impacts to be less than significant. Therefore, the impact is significant and unavoidable.</p> <p>The City Council concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.</p>

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	<p>on evidence presented in the GGRP. Representative GHG reduction measures which may be considered may include, but are not limited to:</p> <ul style="list-style-type: none"> Measures identified by the California Air Pollution Control Officers' Association in Quantifying Greenhouse Gas Mitigation Measures: A Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures or updates to this document as may occur from time to time. Applicable measures identified in guidance from MBARD, if any, and/or in guidance provided by other regional air districts such as the Bay Area Air Quality Management District, Sacramento Metropolitan Air Quality Management District, San Luis Obispo County Air Pollution Control District, or other agencies with adopted GHG reduction guidance that is applicable on the date the project application is deemed complete by the City. <p>If sufficient feasible GHG reduction measures are unavailable to reduce GHG emissions to below the threshold of significance, the project applicant shall include evidence in the GGRP to this effect. The GGRP shall be subject to review and approval of the City of Salinas Community Development Department prior to approval of the tentative map or development review application, as applicable.</p> <p>Implementation of this mitigation measure shall not be required if the City has a qualified GHG reduction plan in place on the date a future individual project application is deemed complete, the qualified GHG reduction plan reflects the most recent legislatively-adopted GHG reduction targets (e.g., the 2030 target set by SB 32), includes an inventory of projected GHG emissions from development within the Specific Plan Area, and includes GHG reduction measures applicable to development within the Specific Plan Area whose implementation is required as a condition of approval of such projects.</p>		
<i>Impact 3.4-2: Potential to conflict with an applicable plan, policy, or regulation adopted for the purpose of</i>	Implement Mitigation Measure 3.4-1.	LTS	Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the

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<p><i>reducing the emissions of greenhouse gases (Potentially Significant)</i></p> <p>The Specific Plan would generate GHG emissions that could conflict with the State's long-term GHG Reduction targets, even with implementation of Mitigation Measures 3.1-1 through 3.1-9 contained within Section 3.1: Air Quality. The Specific Plan would not interfere with the 2008 Monterey Bay Regional Energy Plan objectives. (DEIR, pp. 3.4-38 through 3.4-42)</p>			<p>environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.4-1 be adopted. Implementation of Mitigation Measure 3.4-1 would ensure that GHG reduction measures required pursuant to it are consistent with the intent of current and future statewide GHG reduction legislation and regulations, and with current and future expectations of local, regional, and State stakeholders regarding the City's effort to reduce GHG emissions from new development, including Executive Order B-30-15 and S-03-05. Therefore, with implementation of Mitigation Measure 3.4-1, new development of the Plan Area would consistent with Executive Orders B-30-15 (and SB 32) and S-03-05. Therefore, this impact is less than significant with mitigation incorporated.</p>
<p><i>Impact 3.4-3: Project implementation may result in the inefficient, wasteful, or unnecessary use of energy resources (Less Than Significant)</i></p> <p>The proposed project would use energy resources for the operation of project buildings (electricity and natural gas), for on-road vehicle trips (e.g. gasoline and diesel fuel) generated by the proposed project, and from off-road construction activities associated with the proposed project (e.g. diesel fuel). Each of these activities would require the use of energy resources. The proposed project would be in compliance with all applicable federal, State, and local regulations regulating energy usage. Overall, the incorporation of mitigation measures would ensure that the proposed project would avoid and reduce inefficient, wasteful, and unnecessary consumption of energy. The proposed project would comply with all existing energy standards, including those established by the City of Salinas, the local air district (MBARD), and the State of California, and would not be expected to result in significant adverse impacts on energy resources. (DEIR, pp. 3.4-42 through 3.4-48)</p>	No mitigation measures are necessary.	LTS	<p>Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)</p>
<p><i>Impact 3.4-4: Cumulative impact on climate change from increased project-related greenhouse gas emission (Potentially Significant)</i></p> <p>Implementation of the proposed project will generate GHG emissions that would not otherwise exist without the proposed project. Given the length of construction activities for a project of this size, the construction emissions would be a long-term release of approximately 168,734.3 MT CO_{2e}. The operational emissions would be a long-term release totaling approximately 51,939.2 MT CO_{2e} per year without mitigation, and 47,684.9MT CO_{2e}</p>	Implement Mitigation Measure 3.4-1.	CS and SU	<p>Changes or alterations have been required in, or incorporated into the project, which substantially lessen the significant effects on the environment. Even so, the effects remain significant and unavoidable, and no additional mitigation is available to fully avoid the effects.</p> <p>The City Council hereby directs that Mitigation Measure 3.4-1 be adopted. Implementation of Mitigation Measure 3.4-1 would ensure that GHG reduction measures required pursuant to it are consistent with the intent of current and future statewide GHG reduction legislation and regulations, and with current and future expectations of local, regional, and State stakeholders regarding the City's effort to reduce GHG emissions from new</p>

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<p>per year with mitigation. The City of Salinas's planning efforts included targeted growth that accommodates the economic and social needs of the community, while recognizing and seeking to mitigate environmental impacts when growth occurs. The State of California continues to implement measures that are intended to reduce emissions on a State-wide scale (i.e. vehicle fuel efficiency standards in fleets, low carbon fuels, etc.) that are consistent with AB 32 and SB 32. These types of statewide measures will benefit the proposed project (and city as a whole) in the long-term as they come into effect; however, the City does not have the jurisdiction to create far-reaching (i.e. statewide) measures to reduce GHG emissions. (DEIR, pp. 3.4-48 through 3.4-49)</p>			<p>development, including Executive Order B-30-15 and S-03-05. Therefore, with implementation of Mitigation Measure 3.4-1, new development of the Plan Area would consistent with Executive Orders B-30-15 (and SB 32) and S-03-05.</p> <p>The City Council concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.</p>
HAZARDS AND HAZARDOUS MATERIALS			
<p><i>Impact 3.5-1: Potential to 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 (Potentially Significant)</i></p> <p>The hazards assessments included site reconnaissance, interviews, historical land use research, database research, and soils testing. The project has the potential to 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. (DEIR, pp. 3.5-24 through 3.5-26)</p>	<p>Mitigation Measure 3.5-1: Prior to issuance of grading permits or building permits, (including the issuance of demolition permits for agricultural support buildings) as applicable, the applicant shall hire a qualified consultant to:</p> <ol style="list-style-type: none"> 1) Provide a final evaluation of the soils around the agricultural operations support buildings (residences, warehouses, barns, etc.) before they are demolished. If toxic levels of residual agrichemicals or surface staining are found, the contaminated soil shall be excavated and disposed of at an off-site disposal facility permitted to accept such waste. Any contaminated areas shall be remediated by the project applicant in accordance with recommendations made by the Monterey County Health Department Hazardous Materials Management Services, Regional Water Quality Control Board, Department of Toxic Substances Control, or other appropriate federal, State, or local regulatory agencies. 2) Investigate structures for asbestos-containing materials and lead. If asbestos-containing materials and/or lead are found in the buildings, a Cal-OSHA certified ACBM and lead based paint contractor shall be retained to remove the asbestos-containing materials and lead in accordance with U.S. EPA and California 	<p>LTS</p>	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measures 3.5-1 through 3.5-3 be adopted. Implementation of the Mitigation Measures 3.5-1 requires a final evaluation of the soils around the agricultural operations support buildings and investigation of structures for asbestos-containing materials and lead. Implementation of the Mitigation Measures 3.5-2 requires destruction of existing water wells. Implementation of the Mitigation Measures 3.5-2 requires that water wells serving the proposed building be constructed and tested for water quality under permit from the Monterey County Health Department. Therefore, this impact is less than significant with mitigation incorporated.</p>

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	<p>Occupational Safety and Health Administration (Cal/OSHA) standards. In addition, all activities (construction or demolition) in the vicinity of these materials shall comply with Cal/OSHA asbestos and lead worker construction standards. Any ACBM and lead shall be disposed of properly at an appropriate offsite disposal facility.</p> <p>Mitigation Measure 3.5-2: Prior to the issuance of grading permits, existing water wells within the grading area shall be destroyed under permit from the City of Salinas and/or the Monterey County Health Department, as applicable. Any destruction of these facilities shall be in accordance with the Monterey County Well Standards for Abandonment/Destruction. The project applicant shall provide the City of Salinas with a copy of the permit and a report or other information documenting the appropriate destruction of these facilities.</p> <p>Mitigation Measure 3.5-3: Prior to the issuance of building permits, the water well or wells that will be providing water for the applicable portion of the Specific Plan Area, shall be constructed and tested for water quality under permit from the Monterey County Health Department. The project applicant shall provide the City of Salinas with a copy of the permit and a report or other information documenting the appropriate construction and operation of these facilities.</p>		
<p>Impact 3.5-2: Create a significant hazard to school sites due to siting or the placement of infrastructure (Potentially Significant)</p> <p>The proposed project does not pose significant hazards from existing natural gas transmission piping, and mitigation measures identified under Impact 3.5-1 would ensure water well construction and abandonment impacts would be less than significant. However, implementation of the project may create a significant hazard to school sites due to siting or the placement of infrastructure (i.e., the due to the citing of school sites near power lines). (DEIR, pp. 3.5-26 through 3.5-28)</p>	<p>Mitigation Measure 3.5-4: The property line of all school sites (even if it is a joint use agreement as described in subsection (o) of § 14010) shall be at least the following distance from the edge of respective power line easements as identified in the California Code of Regulations Title 5, Article 2. School Sites § 14010. Standards for School Site Selection (c).</p> <ul style="list-style-type: none"> 100 feet for power lines that are between 50 and 133 kV. 	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.5-4 be adopted. Implementation of Mitigation Measure 3.5-4 ensures all future electrical transmission alignments are required to comply with California Code of Regulations Title 5, Article 2 (School Sites) § 14010 (Standards for School Site Selection) setback requirements. Therefore, this impact is less than significant with mitigation incorporated.</p>
<p>Impact 3.5-3: Cumulative impact related to hazards and hazardous materials (Less Than Significant)</p> <p>The proposed project includes the approval and</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)

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<p>subsequent implementation of an approximately 797-acre Specific Plan Area that includes residential, mixed use commercial, a community park, neighborhood parks, small parks, schools, and open space (with supplemental storm water detention/retention basins). These uses are not expected to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. Additionally, these uses are not expected to 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. The proposed Specific Plan land uses are not expected to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste. Mitigation measures have been included to minimize the risk of on-site hazards. (DEIR, pp. 3.5-28 through 3.5-29)</p>			
HYDROLOGY AND WATER QUALITY			
<p><i>Impact 3.6-1: The proposed project has the potential to violate water quality standards or waste discharge requirements during construction (Potentially Significant)</i></p> <p>Grading, excavation, removal of vegetation cover, and loading activities associated with construction activities could temporarily increase runoff, erosion, and sedimentation. Construction activities also could result in soil compaction and wind erosion effects that could adversely affect soils and reduce the revegetation potential at construction sites and staging areas. (DEIR, pp. 3.6-21 through 3.5-23)</p>	<p>Mitigation Measure 3.6-1: Prior to issuance of grading permits, the project proponent shall submit a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) to the City of Salinas prior to submitting to the RWQCB to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ amended by 2010-0014-DWQ & 2012-0006-DWQ). The SWPPP shall be designed with Best Management Practices (BMPs) that the RWQCB has deemed to be effective at reducing erosion, controlling sediment, and managing runoff. These include: covering disturbed areas with mulch, temporary seeding, soil stabilizers, binders, fiber rolls or blankets, temporary vegetation, and permanent seeding. Sediment control BMPs, installing silt fences or placing straw wattles below slopes, installing berms and other temporary run-on and runoff diversions. These BMPs are only examples of what should be considered and shall not preclude the use of equally or more effective new or innovative approaches currently available or being developed. Final selection of BMPs will be subject to approval by City of Salinas. The SWPPP will be kept on site during construction activity and will be made available upon request</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.6-1 be adopted. Mitigation Measure 3.6-1 requires the use of BMPs during construction activities in order to reduce erosion, control sediment, and manage runoff from the Plan Area. Therefore, this impact is less than significant with mitigation incorporated.</p>

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	to representatives of the RWQCB.		
<p><i>Impact 3.6-2: The proposed project has the potential to violate water quality standards or waste discharge requirements during operation (Potentially Significant)</i></p> <p>The long-term operations of the proposed project (all phases) could result in long-term impacts to surface water quality from urban stormwater runoff. The proposed Project would result in new impervious areas associated with roadways, driveways, parking lots, buildings, and landscape areas. Normal activities in these developed areas include the use of various automotive petroleum products (i.e. oil, grease, and fuel), common household hazardous materials, heavy metals, pesticides, herbicides, fertilizers, and sediment. Within urban areas, these pollutants are generally called nonpoint source pollutants. The pollutants pollutant levels vary based on factors such as time between storm events, volume of storm event, type of uses, and density of people. The proposed project has the potential to violate water quality standards or waste discharge requirements during operation. (DEIR, pp. 3.6-23 through 3.6-26)</p>	<p>Mitigation Measure 3.6-2: Prior to the approval of site improvement plans, the project applicant shall submit to the Salinas Public Works Department a Stormwater Control Plan detailing plans and calculations for water quality best management practices (BMPs) and water quality detention/retention basins designed to meet the applicable regulatory requirements and to reduce contaminant loadings to receiving waters to the maximum extent practicable.</p> <p>The Improvement Plans shall be consistent with the City's NPDES permit requirements at the time of permitting. The NPDES permit granted to the City of Salinas by the Central Coast RWQCB (CCRWQCB, 2012) requires the following:</p> <ul style="list-style-type: none"> I. Erosion and Sediment Control BMPs – Erosion control and sediment control BMPs shall be designed, installed, and maintained to reduce the discharge of pollutants from construction sites to the maximum extent practical (MEP) and protect water quality; II. Erosion and sediment from slopes and channels shall be controlled by implementing an effective combination of erosion control (source control) and other sediment control BMPs; and II. Soil Stabilization – Stabilization of disturbed areas shall, at a minimum, be initiated immediately whenever any clearing, grading, excavating, or other earth disturbing activities have permanently ceased. <p>Additionally, the Improvement Plans shall be consistent with the requirements of the City's Stormwater Development Standards for New and Redevelopment Projects. The City of Salinas Stormwater Standards for New and Redevelopment Projects (City of Salinas, 2013) require the following practices:</p> <ul style="list-style-type: none"> I. Limit disturbance of creeks and natural drainage features and provide setbacks according to the City's latest NPDES permit; II. Minimize compaction of highly permeable 	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measures 3.6-2 through 3.6-4 be adopted. Mitigation Measure 3.6-2 requires submittal of a Stormwater Control Plan that includes calculations, BMPs and plan of sufficient detail to confirm that contaminant loadings to receiving waters will be reduced to the maximum extent practicable. Mitigation Measures 3.6-3 and 3.6-4 require submittal of detailed plans and calculations for the water quality BMPs, water quality detention basins, and supplemental retention and peak flow control. The BMPs will be designed to meet regulatory requirements and to reduce peak flows during storm events below peak flows under pre-project conditions. The various RWQCBs have evaluated the effectiveness of the types of BMPs required by Mitigation Measures 3.6-2 through 3.6-4 and have determined that BMPs are known to be effective in protecting receiving waters. Therefore, this impact is less than significant with mitigation incorporated.</p>

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	<p>soils; and</p> <p>II. Limit clearing and grading of native vegetation to the minimum needed to build the project and provide fire protection.</p> <p>Mitigation Measure 3.6-3: Prior to the approval of site improvement plans, the project applicant shall submit to the Salinas Public Works Department a Stormwater Control Plan detailing plans and calculations for water quality best management practices (BMPs) and water quality detention basins designed to prevent to the maximum extent practicable the creation of new sources of polluted runoff. The detailed plans and calculations shall be subject to review and approval by the Salinas Public Works Department.</p> <p>Mitigation Measure 3.6-4: Prior to the approval of site improvement plans, the project applicant shall submit to the Salinas Public Works Department detailed plans and calculations for supplemental retention and peak flow control. BMPs will be designed to meet regulatory requirements and to reduce peak flows during storm events below peak flows under pre-project conditions. The detailed plans and calculations shall be subject to review and approval by the Salinas Public Works Department.</p>		
<p><i>Impact 3.6-3: The proposed project has the potential to substantially deplete groundwater supplies or interfere substantially with groundwater recharge (Potentially Significant)</i></p> <p>The proposed project, without mitigating features, would reduce infiltration of rainwater and runoff into the local groundwater system due to the increase in impermeable area. This may deplete groundwater supplies or interfere substantially with groundwater recharge. The total annual rainfall depth in an average year is approximately 16 inches and the project surface area is approximately 797 acres, producing an annual rainfall volume of approximately 1,060 AF. Nearly all of this area is currently in agriculture, while the proposed project could convert as much as 60 percent of the area to impervious surfaces, resulting in a reduction in groundwater recharge in the range of 400 to 600 AF. (DEIR, pp. 3.6-26 through 3.6-29)</p>	<p>Mitigation Measure 3.6-5: Prior to the approval of site improvement plans, the project applicant shall site, and design and include an Operation and Maintenance Plan for stormwater retention/infiltration basins and infiltration promoting BMPs sufficient to assure that there is no reduction in groundwater recharge. In order to assure there is no reduction in recharge, the plan shall result in circumstances which maintain infiltration to support baseflow and interflow to wetlands and surface waters, and deep vertical infiltration to groundwater. The site, design, and installation shall be consistent with the requirements of the City's Stormwater Development Standards for New and Redevelopment Projects. The contents of the site, design, and installation shall be included in a stormwater control plan. The stormwater control plan shall be reflected on the Improvement Plans, subject to review and approval by the Salinas Public Works Department.</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measures 3.6-5 and 3.6-6 be adopted. Implementation of Mitigation Measure 3.6-5 requires an Operation and Maintenance Plan for stormwater retention/infiltration basins and infiltration promoting BMPs sufficient to assure that there is no reduction in groundwater recharge. Implementation of Mitigation Measure 3.6-6 requires an Operation and Maintenance Plan for post-construction BMPs and supplemental stormwater detention basins in accordance with City of Salinas stormwater development standards. Therefore, this impact is less than significant with mitigation incorporated.</p>

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	Mitigation Measure 3.6-6: Prior to the approval of site improvement plans, the project applicant shall site, design, and include an Operation and Maintenance Plan for post-construction BMPs and supplemental stormwater detention basins in accordance with City of Salinas stormwater development standards. Maintenance procedures (including frequency of procedure, cleaning schedules, applicant responsibility for each procedure, performance standards, or other means) and funding mechanisms shall be established for those facilities to assure adequate long-term performance and success in treating the water and controlling infiltration into the groundwater. The Improvement Plans and Operation and Maintenance Plan shall be subject to review and approval by the Salinas Public Works Department.		
<p>Impact 3.6-4: The proposed project has the potential to alter the existing drainage pattern in a manner which would result in substantial erosion, siltation, flooding, or polluted runoff (Less than Significant)</p> <p>The proposed project will not alter drainage patterns in a manner which will cause flooding, erosion, or siltation. Surface runoff from the area will be managed via parcel-based LID measures, detention/retention basins, and flow reducing BMPs to prevent local flooding within the site. These features will also reduce peak flows from the Plan Area to receiving creeks and storm drains to amounts less than such flows under existing conditions. Sediment in the stormwater flows will be captured in detention ponds designed to prevent siltation. Flooding, erosion, or siltation is not anticipated by the proposed project given the storm drain design and best management practices that will be implemented. (DEIR, pp. 3.6-29 through 3.6-30)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p>Impact 3.6-5: The proposed project has the potential to otherwise substantially degrade water quality (Potentially Significant)</p> <p>The proposed project would not otherwise substantially degrade water quality. The use of BMPs are intended to treat runoff close to the source during the construction and long term operational phase of the project to reduce stormwater quality impacts. (DEIR, pp. 3.6-30 through 3.6-31)</p>	Implement Mitigation Measure 3.6-1.	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.6-1 be adopted. Mitigation Measure 3.6-1 requires the use of BMPs during construction activities in order to reduce erosion, control sediment, and manage runoff from the Plan Area. Therefore, this impact is less than significant with mitigation incorporated.</p>

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<p><i>Impact 3.6-6: Place housing or structures that would impede/redirect flows within a 100-year, or 200-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map (Less than Significant)</i></p> <p>The project would no place housing or structures that would impede/redirect flows within a 1-percent annual chance flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map. Provided that the storm drain system and detention/retention facilities to be installed as part of the proposed development are adequately sized and properly installed and maintained, additional flooding and/or impedance or redirection of flows will not be induced by the proposed project. (DEIR, pp. 3.6-31)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.6-7: The proposed project has the potential to 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, seiche, tsunami, or mudflow (Less than Significant)</i></p> <p>The proposed project would not result in the exposure of 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, seiche, tsunami, or mudflow. (DEIR, pp. 3.6-31 through 3.6-32)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.6-8: Cumulative increases in peak stormwater runoff from the plan area (Less than Significant)</i></p> <p>With the design and construction of flood control improvements, the West Area Specific Plan would not increase peak stormwater runoff. The proposed project, when considered alongside all past, present, and probable future projects (inclusive of buildout of the various General Plans within Monterey County), would not be expected to cause any significant cumulative impacts given that mitigation measures would control peak stormwater runoff. The proposed project would not have cumulatively considerable impacts associated with stormwater runoff. (DEIR, pp. 3.6-</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)

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32 through 3.6-33)			
<p><i>Impact 3.6-9: Cumulative impacts related to degradation of water quality (Less than Significant)</i></p> <p>The proposed project, when considered alongside all past, present, and probable future projects (inclusive of buildout of the various General Plans within Monterey County), would not be expected to cause any significant cumulative impacts given that mitigation measures would control storm water quality. The proposed project would not have cumulatively considerable impacts associated with water quality. (DEIR, pp. 3.6-33 through 3.6-35)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.6-10: Cumulative impacts related to degradation of groundwater supply or recharge (Less than Significant)</i></p> <p>The proposed project, when considered alongside all past, present, and probable future projects (inclusive of buildout of the various General Plans within Monterey County), would not be expected to cause any significant cumulative impacts given that mitigation measures require maintaining water quality standards and preserving the infiltration of rainwater within the aquifer. The proposed project would not have cumulatively considerable impacts associated with groundwater supply/recharge. (DEIR, pp. 3.6-35 through 3.6-36)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.6-11: Cumulative impacts related to flooding (Less than Significant)</i></p> <p>Future development in the area must be sited and designed in accordance with the aforementioned City flood damage regulations (i.e., Article VI, Flood Damage Prevention, of the City's Code). The proposed project, when considered alongside all past, present, and probable future projects (inclusive of buildout of the various General Plans within Monterey County), would not be expected to cause any significant cumulative impacts given that mitigation measures require designs that ensure structures are outside the base flood elevation and that storm water flows are maintained to prevent downstream flooding. The proposed project would not have cumulatively considerable impacts associated with flooding. (DEIR, pp. 3.6-36 through 3.6-38)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
NOISE			
<p><i>Impact 3.7-1: The proposed project has the potential to increase traffic noise levels at existing receptors (Potentially Significant)</i></p> <p>As shown in Tables 3.7-8 through 3.7-11, some noise-sensitive receptors located along the Plan Area roadways are currently exposed to exterior traffic noise levels exceeding the City of Salinas 60 dB L_{dn} exterior noise level standard for residential uses. These receptors would continue to experience elevated exterior noise levels with implementation of the proposed project.</p> <p>As shown in Table 3.7-8, the segment of Natividad Road south of E. Boronda Road would experience unacceptable noise levels under Existing Plus Project conditions. The project would cause noise levels along this segment to increase by 1.6 dB.</p> <p>As shown in Table 3.7-9, the segment of Natividad Road south of E. Boronda Road would experience unacceptable noise levels under Existing Plus Project Plus CASP conditions.</p> <p>As shown in Table 3.7-10, the following roadway segments would experience unacceptable noise levels under Cumulative Plus Project conditions:</p> <ul style="list-style-type: none"> E. Boronda Road from San Juan Grade to McKinnon (2.4 dB increase); E. Boronda Road from Independence to Hemmingway (1.8 dB increase); E. Boronda Road from N. Sanborn to Williams (2.4 dB increase); Natividad Road south of E. Boronda (3.7 dB increase); and Natividad Road from E. Boronda to Future Russell Road (3.0 dB increase). <p>As shown in Table 3.7-11, significant traffic noise increases are anticipated under the Cumulative Plus Project Plus CASP traffic condition include the following segments:</p> <ul style="list-style-type: none"> Constitution Blvd., South of E. Boronda – noise levels are predicted to increase by 3.5 dB from 62.2 dB to 65.7 dB L_{dn}. This would exceed the FICON criteria of +3 dB where no project noise levels are between 60 to 65 dB, 	Implement Mitigation Measures 3.7-1 and 3.7-8.	SU	<p>Changes or alterations have been required in, or incorporated into the project, which substantially lessen the significant effects on the environment. Even so, the effects remain significant and unavoidable, and no additional mitigation is available to fully avoid the effects.</p> <p>Mitigation Measure 3.7-1 requires adherence to the requirements of the City of Salinas Municipal Code with respect to hours of operation during project construction. Mitigation Measure 3.7-2 requires all equipment to be fitted with factory equipped mufflers and in good working order. Mitigation Measure 3.7-3 requires sound walls for residents located along the primary Plan Area roadways, adjacent to proposed residential dwellings, in order to achieve the City's exterior noise standards. Mitigation Measure 3.7-4 requires 3-coat stucco and windows having a Sound Transmission Class (STC) 35, or higher, rating to be installed in second floor facades and rooms that have windows or doors that abut E. Boronda Road and/or Natividad Road. Mitigation Measure 3.7-5 requires mechanical ventilation for the first row of all residential dwellings that abut E. Boronda Road and/or Natividad Road. Mitigation Measure 3.7-6 requires the center of active play areas, such as football fields, soccer fields or other athletic fields, to be located at a minimum distance of 90-feet from the nearest residential property lines. Mitigation Measure 3.7-7 includes various project design requirements where commercial, business professional, office, or similar uses abut residential uses or where loading docks or truck circulation routes abut residential areas. Mitigation Measure 3.7-8 includes various project design requirements for the well and treatment plant facilities.</p> <p>Even with implementation of Mitigation Measures 3.7-1 through 3.7-8, there is the potential for noise levels to exceed the acceptable levels in some cases if encroachment into private property proves for the construction of sound walls proves to be infeasible. Therefore, the impact is significant and unavoidable.</p> <p>The City Council concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>as outlined in Table 3.7-7.</p> <ul style="list-style-type: none"> E. Boronda Road, Main to San Juan Grade – noise levels are predicted to increase by 1.5 dB from 66.5 dB to 68.1 dB L_{dn}. This would equal the FICON criteria of +1.5 dB where no project noise levels are greater than 65 dB, as outlined in Table 3.7-7. E. Boronda Road, San Juan Grade to McKinnon – noise levels are predicted to increase by 2.6 dB from 65.3 dB to 67.9 dB L_{dn}. This would exceed the FICON criteria of +1.5 dB where no project noise levels are greater than 65 dB, as outlined in Table 3.7-7. E. Boronda Road, El Dorado to Natividad – noise levels are predicted to increase by 3.3 dB from 64.1 dB to 66.1 dB L_{dn}. This would exceed the FICON criteria of +3 dB where no project noise levels are between 60 to 65 dB, as outlined in Table 3.7-7. E. Boronda Road, Natividad to Independence – noise levels are predicted to increase by 2.6 dB from 66.6 dB to 69.3 dB L_{dn}. This would exceed the FICON criteria of +1.5 dB where no project noise levels are greater than 65 dB, as outlined in Table 3.7-7. E. Boronda Road, Independence to Hemmingway – noise levels are predicted to increase by 3.5 dB from 65.1 dB to 68.6 dB L_{dn}. This would exceed the FICON criteria of +1.5 dB where no project noise levels are greater than 65 dB, as outlined in Table 3.7-7. E. Boronda Road, Hemmingway to Constitution – noise levels are predicted to increase by 3.0 dB from 58.2 dB to 61.3 dB L_{dn}. This would not exceed the FICON criteria of 5 dB where existing noise levels are less than 60 dB, as outlined in Table 3.7-7, but would cause a new exceedance of the City's 60 dB L_{dn} exterior noise level standard at outdoor activity areas of the nearest residential receptors. E. Boronda Road, N. Sanborn to Williams – noise levels are predicted to increase by 3.1 dB from 59.6 dB to 62.7 dB L_{dn}. This would not exceed the FICON criteria of 5 dB where existing noise levels are less than 60 dB, as outlined in Table 3.7-7, but would cause a 			

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>new exceedance of the City's 60 dB L_{dn} exterior noise level standard at outdoor activity areas of the nearest residential receptors.</p> <ul style="list-style-type: none"> Natividad Road., South of E. Boronda – noise levels are predicted to increase by 4.5 dB from 63.0 dB to 67.5 dB L_{dn}. This would exceed the FICON criteria of +3 dB where no project noise levels are between 60 to 65 dB, as outlined in Table 3.7-7. Natividad Road., E. Boronda to Future Russell Road – noise levels are predicted to increase by 3.8 dB from 63.0 dB to 67.5 dB L_{dn}. This would exceed the FICON criteria of +3 dB where no project noise levels are between 60 to 65 dB, as outlined in Table 3.7-7. However, it should be noted that this roadway segment is located between the West Area Specific Plan and Central Area Specific Plan projects and future sensitive receptors along this roadway would be constructed with noise control measures designed to achieve compliance with the City of Salinas exterior and interior noise level standards. Russell Road, West of San Juan Grade – noise levels are predicted to increase by 1.9 dB from 67.5 dB to 69.4 dB L_{dn}. This would exceed the FICON criteria of +1.5 dB where no project noise levels are greater than 65 dB, as outlined in Table 3.7-7. <p>(DEIR p. 3.7-14 through 3.7-23)</p>			
<p>Impact 3.7-2: The proposed project has the potential to increase noise levels associated with construction activities (Potentially Significant)</p> <p>Noise would also be generated during the construction phase by increased truck traffic on area roadways. The proposed project has the potential to increase noise levels associated with construction activities. (DEIR, pp. 3.7-23 and 3.7-24)</p>	<p>Mitigation Measure 3.7-1: Prior to the approval of site improvement plans and respective permits, plans shall note that construction activities shall adhere to the requirements of the City of Salinas Municipal Code with respect to hours of operation.</p> <p>Mitigation Measure 3.7-2: Prior to the approval of site improvement plans and respective permits, plans shall note that all equipment shall be fitted with factory equipped mufflers and in good working order. All stationary noise generating equipment (i.e. generators) shall be located at least 300 feet from a sensitive receptor. All construction staging areas shall be located at least 300 feet from a sensitive receptor.</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measures 3.7-1 and 3.7-2 be adopted. Mitigation Measure 3.7-1 requires adherence to the requirements of the City of Salinas Municipal Code with respect to hours of operation during project construction. Mitigation Measure 3.7-2 requires all equipment to be fitted with factory equipped mufflers and in good working order. Therefore, this impact is less than significant with mitigation incorporated.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>Impact 3.7-3: The proposed project has the potential to increase noise vibration association with construction activities (Less Than Significant)</p> <p>The proposed project would not increase noise vibration associated with construction activities. Therefore, construction vibrations are not predicted to cause damage to existing buildings or cause annoyance to sensitive receptors. (DEIR, pp. 3.7-24 and 3.7-25)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p>Impact 3.7-4: The proposed project has the potential to expose new sensitive receptors to excessive transportation noise (Potentially Significant)</p> <p>Table 3.7-14 data indicate that noise barriers 6- to 8-feet in height would generally be sufficient to achieve compliance with the City of Salinas 60 dB L_{dn} exterior noise level standard for the proposed residential uses. However, for the residential uses located along E. Boronda Road and Natividad Road, sound walls of 6- to 8-feet in height would only reduce exterior noise levels to 62 to 65 dB L_{dn}. While these noise level do not meet the City's preferred 60 dB L_{dn} noise standards, they would comply with the City's conditionally acceptable standard of 60 to 70 dB L_{dn}.</p> <p>Predicted interior noise levels would exceed the City's 45 dB L_{dn} interior noise level standard at the first row of residential uses located closest to E. Boronda Road and Natividad Road. Therefore, additional interior noise control measures would be required for these residential uses along E. Boronda Road and Natividad Road. To reduce interior noise levels to 45 dB L_{dn}, or less, it is likely that second floor facades would require windows having a Sound Transmission Class (STC) 35 rating, or higher. Exterior walls would also likely require 3-coat stucco and RC-channels. This would specifically apply to the first row of homes along E. Boronda Road and Natividad Road and would not apply to facades facing away from the roadway. (DEIR, pp. 3.7-25 through 3.7-28)</p>	<p>Mitigation Measure 3.7-3: Prior to the approval of site improvement plans and respective permits, the plans shall note the location, design and constructions details of the eight-foot to nine-foot tall sound attenuation walls and/or landscaped berm/wall combinations, as applicable, that will be constructed along the primary Specific Plan Area roadways, adjacent to proposed residential dwellings, in order to achieve the City's exterior noise standards. At the City's discretion, wall heights which achieve the City's conditionally acceptable 60-70 dB L_{dn} noise standard may be allowed. See the Draft EIR Table 3.7-14 for specific noise barrier/wall heights along each roadway. Noise barrier walls shall be constructed of concrete panels, concrete masonry units, stucco or manufactured materials (with a density of four pounds per square foot or greater), earthen landscaped berms, or any combination of these materials as determined appropriate by the City of Salinas. The design/appearance of the wall is subject to the design approval by the City of Salinas based upon the standards contained in the West Area Specific Plan and the Salinas Zoning Code, as applicable to ensure that it is visually pleasing. Wood is not permitted due to eventual warping and degradation of acoustical performance. The walls shall not have gaps or penetrations which allow sound to flank through or around the walls. Small gaps which may occur using materials such as "keystone" blocks shall be avoided. Additionally, in accordance with Section 5-03.19 of the City's Municipal Code, best management practices shall be incorporated into the sound wall design in order to control graffiti and/or mitigate the potential impacts of graffiti. These graffiti prevention best management practices may include, without limitation:</p> <p>(1) The use or the installation and maintenance of anti-graffiti materials and</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.7-3 through 3.7-5 be adopted. Mitigation Measure 3.7-3 requires sound walls for residents located along the primary Plan Area roadways, adjacent to proposed residential dwellings, in order to achieve the City's exterior noise standards. Mitigation Measure 3.7-4 requires 3-coat stucco and windows having a Sound Transmission Class (STC) 35, or higher, rating to be installed in second floor facades and rooms that have windows or doors that abut E. Boronda Road and/or Natividad Road. Mitigation Measure 3.7-5 requires mechanical ventilation for the first row of all residential dwellings that abut E. Boronda Road and/or Natividad Road. Therefore, this impact is less than significant with mitigation incorporated.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>surface treatments approved by the City on likely graffiti-attracting surfaces.</p> <p>(2) Installation and maintenance of landscaping to discourage defacement of and/or protect likely graffiti-attracting surfaces.</p> <p>(3) Installation and maintenance of lighting to protect likely graffiti-attracting surfaces.</p> <p>(4) Immediate removal of graffiti by appropriate means within seventy-two hours.</p> <p>(5) Incorporation of architectural or design elements or features to discourage graffiti defacement in accordance with the principles of Crime Prevention Through Environmental Design (CPTED).</p> <p>(6) Authorizing right of access by city employees or contract agents to remove graffiti if not removed within specified time periods.</p> <p>(7) Supplying the city at its request with paint (of the appropriate color and type), cleaning agents, and/or other materials acceptable to the city to abate or to deter graffiti.</p> <p>(8) Other requirements, as deemed reasonably feasible by the city planner, to deter, to protect or to reduce the potential for graffiti defacement.</p> <p>Mitigation Measure 3.7-4: Prior to the approval of building permits, the first row of residential dwellings located along E. Boronda Road and Natividad Road shall include windows having a Sound Transmission Class (STC) 35, or higher, rating installed in second floor facades and rooms that have windows or doors that abut E. Boronda Road and/or Natividad Road. Exterior walls shall also require 3-coat stucco and RC-channels, sheathing, or another acceptable construction application that effectively attenuates noise intrusion to the interior of the house. The exterior wall specifications would specifically apply to the first row of homes that abut E. Boronda Road and/or Natividad Road and only applies to the facades facing these roadways. These specifications do not apply to single story homes,</p>		

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>or the first floor of a two-story home, both of which are attenuated by the sound wall. These requirements shall be included in the building plans for the specific dwelling units and noted on the building permits. A detailed analysis of any additional interior mitigation measures shall be conducted when building plans are available and prior to building permit issuance to verify these requirements. These requirements shall also be noted in the site improvement plans prior to approval by the City.</p> <p>Mitigation Measure 3.7-5: Prior to the approval of building permits, mechanical ventilation shall be required in the first row of all residential dwellings that abut E. Boronda Road and/or Natividad Road, sufficient to allow residents, as desired for acoustical isolation, to keep their doors and windows closed and still maintain acceptable interior temperature and noise levels. This requirement shall be included in the building plans for the specific dwelling units and noted on the building permits. This requirement shall also be noted in the site improvement plans prior to approval by the City.</p>		
<p>Impact 3.7-5: The proposed project has the potential to expose sensitive receptors to substantial noise from proposed park and school uses (Potentially Significant)</p> <p>Children playing at neighborhood parks or outdoor recreational fields (softball, soccer, basketball, tennis) are often considered potentially significant noise sources which could adversely affect adjacent noise-sensitive land uses. Typical noise levels associated with groups of approximately 50 children playing at 50 feet generally range from 55 to 60 dB L_{eq} and 70 to 75 dB L_{max}. It is expected that park activities would occur primarily during daytime hours. Therefore, noise levels from the playgrounds would need to comply with the City of Salinas exterior noise level standards of 60 dB L_{eq} and 70 dB L_{max} at the nearest residential uses. (DEIR, pp. 3.7-29 and 3.7-30)</p>	<p>Mitigation Measure 3.7-6: Prior to the approval of site improvement plans, as applicable, when parks or play areas are located near residential uses, the center of active play areas, such as football fields, soccer fields or other athletic fields, shall be located at a minimum distance of 90-feet from the nearest residential property lines. Large active play areas shall comply with the 60 dB L_{eq} and 70 dB L_{max} standards, and shall include these further noise level evaluations during the design phases of future park areas.</p> <p>Parks shall be designed such that residences front, or side in limited locations where approved by the City Planner, to the park. Minimum 6-foot tall sound walls and/or landscaped berms shall be constructed where school site directly abuts a residential property line in instances where site design (i.e., minimum distances, siting of activity areas, etc.) cannot achieve the 60 dB L_{eq} and 70 dB L_{max} noise standards. No wall shall be required where residential uses are fronted towards a park or school site and separated by a roadway or a walkway.</p> <p>Noise barrier walls shall be constructed of concrete panels, concrete masonry units, stucco</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.7-6 be adopted. Mitigation Measure 3.7-6 requires the center of active play areas, such as football fields, soccer fields or other athletic fields, to be located at a minimum distance of 90-feet from the nearest residential property lines. Therefore, this impact is less than significant with mitigation incorporated.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>or manufactured materials (with a density of four pounds per square foot or greater), earthen landscaped berms, or any combination of these materials as determined appropriate by the City of Salinas. The design/appearance of walls is subject to the design approval by the City of Salinas based upon the standards contained in the West Area Specific Plan and the Salinas Zoning Code, as applicable to ensure that it is visually pleasing. Wood is not permitted due to eventual warping and degradation of acoustical performance. The walls shall not have gaps or penetrations which allow sound to flank through or around the walls. Small gaps which may occur using materials such as "keystone" blocks shall be avoided. Additionally, in accordance with Section 5-03.19 of the City's Municipal Code, best management practices shall be incorporated into the sound wall design in order to control graffiti and/or mitigate the potential impacts of graffiti (see mitigation 3.7.3 for further discussion of best management practices.)</p>		
<p><i>Impact 3.7-6: The proposed project has the potential to expose sensitive receptors to substantial noise from proposed commercial mixed-uses (Potentially Significant)</i></p> <p>Mixed-use commercial land use activities can produce noise levels which affect adjacent sensitive land uses. The primary noise sources generally include truck deliveries, trash pickup, parking lot use, and heating, ventilation, and air conditioning (HVAC) equipment operation. These sources may result in noise levels exceeding the City's standards at nearby receptors. (DEIR, pp. 3.7-30 through 3.7-31)</p>	<p>Mitigation Measure 3.7-7: Prior to the approval of development review permits, the plans shall demonstrate: where commercial, business professional, office, or similar uses abut residential uses or where loading docks or truck circulation routes abut residential areas, the following measures shall be included in the project design:</p> <ul style="list-style-type: none"> • All HVAC equipment shall be located within mechanical rooms where possible or shielded from view with solid or grated barriers; • Emergency generators shall comply with the City's noise criteria at the nearest noise-sensitive receivers; • Delivery/loading activities shall comply with the Salinas Zoning Code standards and regulations; and • The applicant shall submit a noise study to verify that the appropriate noise control measures have been incorporated into the project design and will achieve compliance with the City's noise level standards. 	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.7-7 be adopted. Mitigation Measure 3.7-7 includes various project design requirements where commercial, business professional, office, or similar uses abut residential uses or where loading docks or truck circulation routes abut residential areas. Therefore, this impact is less than significant with mitigation incorporated.</p>
<p><i>Impact 3.7-7: The proposed project has the potential to expose sensitive receptors to substantial noise from</i></p>	<p>Mitigation Measure 3.7-8: The potential well and treatment plant sites are shown in the</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p><i>proposed well sites (Potentially Significant)</i></p> <p>Typical noise levels for well sites at 50 feet are expected to be 60 dB L_{eq}. If a backup generator is present and running, a noise level of 70 dB L_{eq} at 50 feet would be expected. It is expected that wells could operate during daytime or nighttime hours. Long-term operation of the backup generator would only occur under emergency conditions and would therefore not be subject to the City of Salinas exterior noise level standards for Class A noise. However, weekly exercising of the generator may be subject to the City's 60 dB L_{eq} daytime exterior noise level standard at the nearest noise-sensitive residential receptors. (DEIR, pp. 3.7-32)</p>	<p>Specific Plan. The actual well and treatment plant facilities are subject to the approval of a Conditional Use Permit (CUP) by the City pursuant to the requirements of the Salinas Zoning Code and the West Area Specific Plan. The potential well and treatment plant sites and the CUP requirement for said facilities shall be clearly noted on the site improvement plans.</p> <p>Prior to approval of the CUP and subsequent issuance of the building permits for the well and treatment plant facilities, the plans shall demonstrate that the following measures shall be included in the project design:</p> <ul style="list-style-type: none"> • The well and treatment facilities have been designed and will be built to not exceed a noise level of 55 dB L_{eq} at the nearest residential or school property line during normal operation of the facilities; • The generators shall not be permitted to exceed the City's daytime noise standard of 60 dB L_{eq}; • The generators shall be tested only during daytime hours; and • Additionally, that the well and treatment facilities/sites have been designed (in accordance with the West Area Specific Plan) to incorporate decorative screen walls, landscaping and other features to ensure compatibility with surrounding land uses. 		<p>environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.7-8 be adopted. Mitigation Measure 3.7-8 includes various project design requirements for the well and treatment plant facilities. Therefore, this impact is less than significant with mitigation incorporated.</p>
<p><i>Impact 3.7-8: Cumulative exposure of existing and future noise-sensitive land uses to increased noise resulting from cumulative development (Potentially Significant)</i></p> <p>Significant traffic noise increases under the Cumulative Plus Project Plus CASP traffic condition include the following segments:</p> <ul style="list-style-type: none"> • Constitution Blvd., South of E. Boronda – noise levels are predicted to increase by 3.5 dB from 62.2 dB to 65.7 dB L_{dn}. This would exceed the FICON criteria of +3 dB where no project noise levels are between 60 to 65 dB, as outlined in Table 3.7-7. • E. Boronda Road, Main to San Juan Grade – noise levels are predicted to increase by 1.5 	<p>No mitigation measures are feasible.</p>	<p>CS and SU</p>	<p>The EIR identified no mitigation measures to address this particular significant effect on the environment. Thus, the effect remains significant and unavoidable, and no mitigation is available to substantially lessen or avoid the effect.</p> <p>The City Council concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>dB from 66.5 dB to 68.1 dB L_{dn}. This would equal the FICON criteria of +1.5 dB where no project noise levels are greater than 65 dB, as outlined in Table 3.7-7.</p> <ul style="list-style-type: none"> E. Boronda Road, San Juan Grade to McKinnon – noise levels are predicted to increase by 2.6 dB from 65.3 dB to 67.9 dB L_{dn}. This would exceed the FICON criteria of +1.5 dB where no project noise levels are greater than 65 dB, as outlined in Table 3.7-7. E. Boronda Road, El Dorado to Natividad – noise levels are predicted to increase by 3.3 dB from 64.1 dB to 66.1 dB L_{dn}. This would exceed the FICON criteria of +3 dB where no project noise levels are between 60 to 65 dB, as outlined in Table 3.7-7. E. Boronda Road, Natividad to Independence – noise levels are predicted to increase by 2.6 dB from 66.6 dB to 69.3 dB L_{dn}. This would exceed the FICON criteria of +1.5 dB where no project noise levels are greater than 65 dB, as outlined in Table 3.7-7. E. Boronda Road, Independence to Hemmingway – noise levels are predicted to increase by 3.5 dB from 65.1 dB to 68.6 dB L_{dn}. This would exceed the FICON criteria of +1.5 dB where no project noise levels are greater than 65 dB, as outlined in Table 3.7-7. E. Boronda Road, Hemmingway to Constitution – noise levels are predicted to increase by 3.0 dB from 58.2 dB to 61.3 dB L_{dn}. This would not exceed the FICON criteria of 5 dB where existing noise levels are less than 60 dB, as outlined in Table 3.7-7, but would cause a new exceedance of the City's 60 dB L_{dn} exterior noise level standard at outdoor activity areas of the nearest residential receptors. E. Boronda Road, N. Sanborn to Williams – noise levels are predicted to increase by 3.1 dB from 59.6 dB to 62.7dB L_{dn}. This would not exceed the FICON criteria of 5 dB where existing noise levels are less than 60 dB, as outlined in Table 3.7-7, but would cause a new exceedance of the City's 60 dB L_{dn} exterior noise level standard at outdoor activity areas of the nearest residential 			

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>receptors.</p> <ul style="list-style-type: none"> Natividad Road., South of E. Boronda – noise levels are predicted to increase by 4.5 dB from 63.0 dB to 67.5 dB L_{dn}. This would exceed the FICON criteria of +3 dB where no project noise levels are between 60 to 65 dB, as outlined in Table 3.7-7. Natividad Road., E. Boronda to Future Russell Road – noise levels are predicted to increase by 3.8 dB from 63.0 dB to 67.5 dB L_{dn}. This would exceed the FICON criteria of +3 dB where no project noise levels are between 60 to 65 dB, as outlined in Table 3.7-7. However, it should be noted that this roadway segment is located between the West Area Specific Plan and Central Area Specific Plan projects and future sensitive receptors along this roadway would be constructed with noise control measures designed to achieve compliance with the City of Salinas exterior and interior noise level standards. Russell Road, West of San Juan Grade – noise levels are predicted to increase by 1.9 dB from 67.5 dB to 69.4 dB L_{dn}. This would exceed the FICON criteria of +1.5 dB where no project noise levels are greater than 65 dB, as outlined in Table 3.7-7. <p>(DEIR, pp. 3.7-33 through 3.7-37)</p>			
POPULATION AND HOUSING			
<p><i>Impact 3.8-1: The proposed Project has the potential to induce substantial population growth in an area (Less Than Significant)</i></p> <p>The West Area Specific Plan proposes development on the 797-acre Specific Plan Area including housing units that would result in direct population growth. The project includes a maximum of 4,340 total residential units. The addition of 4,340 housing units at full buildout has the potential to increase the population of the city by an estimated 16,101 persons (based on a U.S. Census Bureau estimate of 3.71 persons per household) (U.S. Census Bureau, 2017). The 2002 General Plan identifies areas for growth within the FGAs (which includes the Specific Plan Area). The Salinas General Plan Land Use Table LU-3 identifies the development capacity of the FGAs.</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)

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<p>This includes 15,873 residential units, resulting in an additional population of 58,253 within the City's FGAs. The proposed West Area Specific Plan development proposes 4,340 units with the potential to increase the population of the city by an estimated 16,101 persons, which is within the projections identified in the Salinas General Plan.</p> <p>Implementation of the West Area Specific Plan would increase employment in the area through development of a maximum of 571,500 square feet of commercial space. The Salinas General Plan designates land uses to ensure a balance between new residential development and job-creating uses. Within the FGAs (including the Specific Plan Area) the General Plan assumes a development capacity that includes 178,000 square feet of retail space, 30,000 square feet of office space, 599,000 square feet of general commercial space, and 2,613,000 square feet of mixed use area (Salinas General Plan pg. LU 37: Land Use Element Table LU-3 Development Capacity). The proposed maximum 571,500 square feet developable by the proposed project is within the development capacities stated in the Salinas General Plan.</p> <p>(DEIR, pp. 3.8-14 through 3.8-19)</p>			
<p><i>Impact 3.8-2: Cumulative impact on the potential to induce substantial population growth in an area (Less Than Significant)</i></p> <p>Development of the North of Boronda FGA is a component of the City's planned long-term growth as identified in the City's General Plan. Infrastructure needed to support development of the site and the FGAs, and the subsequent population, housing and employment increases expected through implementation of the West Area Specific Plan, have already been planned and evaluated. The proposed project, when considered alongside all past, present, and probable future projects (inclusive of buildout of the various General Plans within Monterey County), would not be expected to cause any significant cumulative impacts. The proposed project would not have cumulatively considerable impacts associated with population and housing. (DEIR, pp. 3.8-19 through 3.8-20)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
PUBLIC SERVICES			

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>Impact 3.9-1: The proposed project may require the construction of fire department facilities which may cause substantial adverse physical environmental impacts (Potentially Significant)</p> <p>The site-specific environmental impact of constructing a new fire facility to serve the West Area Specific Plan will be reviewed under CEQA as part of the Central Area Specific Plan Draft EIR, which is expected to be circulated in 2019. The proposed project may require the construction of fire department facilities which may cause substantial adverse physical environmental impacts. (DEIR, pp. 3.9-16 through 3.9-18)</p>	<p>Mitigation Measure 3.9-1: Prior to the issuance of a Certificate of Occupancy for each dwelling unit (and prior to issuance of building permits for non-residential uses), the applicant shall pay all applicable project impact fees per the impact fee schedule.</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measure 3.9-1 be adopted. Mitigation Measure 3.9-1 requires payment of the project impact fees for each dwelling unit. Therefore, this impact is less than significant with mitigation incorporated.</p>
<p>Impact 3.9-2: The proposed project may result in, or have the potential to require the construction of police department facilities which may cause substantial adverse physical environmental impacts (Less Than Significant)</p> <p>The proposed project would not result in, or have the potential to require the construction of police department facilities which may cause substantial adverse physical environmental impacts. Development of the Specific Plan Area did not directly trigger the need for a new facility; however, additional staffing and patrols are required to serve the proposed Specific Pan Area. The City collects impact fees from new development based upon projected impacts from the development. The City also reviews the adequacy of impact fees on an annual basis to ensure that the fee is commensurate with anticipated future facilities demands, assessed on a fair share basis for new development. (DEIR, pp. 3.9-18 through 3.9-19)</p>	No mitigation measures are necessary.	LTS	<p>Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)</p>
<p>Impact 3.9-3: Project implementation may result in the need for the construction of new schools, which has the potential to cause substantial adverse physical environmental impacts (Potentially Significant)</p> <p>Physical impacts from construction of the school sites within the Specific Plan Area would be related to relevant environmental topics included in this EIR, such as: air quality (Section 3.1), biological resources (Section 3.2), cultural resources (Section 3.3), greenhouse gas emissions and climate change (Section 3.4), hazards and hazardous materials (Section 3.5), hydrology and water quality (Section 3.6), noise (Section 3.7) population (Section 3.8), public services (Section 3.9), transportation (Section 3.10), and utilities (Section 3.11). A</p>	<p>Mitigation Measure 3.9-2: Prior to the issuance of building permits for each dwelling unit, the applicant shall pay applicable school fees mandated by SB 50 to the Salinas Union High School District (SUHSD), and Santa Rita Union School District (SRUSD) and provide documentation of said payment to the City.</p> <p>Implement Mitigation Measures 3.1-1 through 3.1-7, 3.2-1 through 3.2-7, 3.3-1 through 3.3-3, 3.4-1, 3.5-1 through 3.5-4, 3.6-1 through 3.6-6, 3.7-1 through 3.7-8, and 3.10-1 through 3.10-34.</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measures 3.9-2, 3.1-1 through 3.1-7, 3.2-1 through 3.2-7, 3.3-1 through 3.3-3, 3.4-1, 3.5-1 through 3.5-4, 3.6-1 through 3.6-6, 3.7-1 through 3.7-8, and 3.10-1 through 3.10-34 be adopted. Mitigation Measure 3.9-2 requires payment of the applicable school fees. Under state law, the payment of school impact fees is deemed to be adequate mitigation for the need for new school facilities. Therefore, this impact is less than significant with mitigation incorporated.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>detailed discussion of relevant operational and construction impacts can be found in each respective section of this EIR. Furthermore, site-specific environmental review would be required for each school by the responsible school district prior to approval of a design for the facility and would consider any site-specific impacts unknown at this time.</p> <p>Project implementation may result in the need for the construction of new schools, which has the potential to cause substantial adverse physical environmental impacts. Potential environmental impacts associated with the future construction of each school within the Plan Area are addressed throughout this EIR. This EIR analyzes the physical environmental effects that may occur as a result of development and introduction of new urban land uses within the Plan Area. Each future school, if constructed, would fall within the range of environmental impacts disclosed in this EIR, and would be subject to relevant mitigation measures included in this EIR.</p> <p>It is noted, however, that development of a school within the proposed Plan Area would contribute to significant and unavoidable impacts related to air quality (Impacts 3.1-2, and 3.1-7), biological resources (Impacts 3.2-9 and 3.2-12), greenhouse gases (Impacts 3.4-1, 3.4-2, and 3.4-4), noise (Impacts 3.7-1, and 3.7-8), and transportation and circulation (Impacts 3.10-3, and 3.10-4). (DEIR, pp. 3.9-19 through 3.9-21)</p>			
<p><i>Impact 3.9-4: Project implementation may result in effects on parks, or has the potential to require the construction of park facilities which may cause substantial adverse physical environmental impacts (Potentially Significant)</i></p> <p>Physical impacts from construction of the park sites within the Specific Plan Area would be related to relevant environmental topics included in this EIR, such as: air quality (Section 3.1), biological resources (Section 3.2), cultural resources (Section 3.3), greenhouse gas emissions and climate change (Section 3.4), hazards and hazardous materials (Section 3.5), hydrology and water quality (Section 3.6), noise (Section 3.7) population (Section 3.8), public services (Section 3.9), transportation (Section 3.10), and utilities (Section 3.11). A detailed discussion of relevant operational and construction impacts can be found in each</p>	<p>Implement Mitigation Measures 3.1-1 through 3.1-7, 3.2-1 through 3.2-7, 3.3-1 through 3.3-3, 3.4-1, 3.5-1 through 3.5-4, 3.6-1 through 3.6-6, 3.7-1 through 3.7-8, and 3.10-1 through 3.10-34.</p>	<p>SU</p>	<p>Changes or alterations have been required in, or incorporated into the project, which mitigate the significant effects on the environment. Even so, the effects remain significant and unavoidable, and no additional mitigation is available to fully avoid the effects.</p> <p>The City Council concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>respective section of this EIR.</p> <p>Project implementation may result in effects on parks, or has the potential to require the construction of park facilities which may cause substantial adverse physical environmental impact. Potential environmental impacts associated with the future construction of park and other recreational facilities within the Plan Area are addressed throughout this EIR. This EIR analyzes the physical environmental effects that may occur as a result of development and introduction of new urban land uses within the Plan Area. Each future park, if constructed, would fall within the range of environmental impacts disclosed in this EIR, and would be subject to relevant mitigation measures included in this EIR.</p> <p>It is noted, however, that development of 49.76 acres of park land within the Plan Area would contribute to significant and unavoidable impacts related to air quality (Impacts 3.1-2, and 3.1-7), biological resources (Impacts 3.2-9 and 3.2-12), greenhouse gases (Impacts 3.4-1, 3.4-2, and 3.4-4), noise (Impacts 3.7-1, and 3.7-8), and transportation and circulation (Impacts 3.10-3, and 3.10-4). (DEIR, pp. 3.9-22 through 3.9-23)</p>			
<p><i>Impact 3.9-5: Project implementation may result in effects on other public facilities (Less than Significant)</i></p> <p>Project implementation may result in effects on other public facilities. The West Area Specific Plan would result in new demand for public facilities, including library facilities and recreational facilities. The West Area Specific Plan does not propose a library or other public facility such as a community building within the Plan Area, therefore, it does not have a direct physical impact on the environment. The West Area Specific Plan would be responsible for paying the applicable impact fees, and ongoing revenues from the Specific Plan would be generated from property taxes, sales taxes, and other appropriate fees/payments. Such fees/payments would be the financial contribution for any new demand created by the West Area Specific Plan. (DEIR, pp. 3.9-23 through 3.9-24)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.9-6: Under cumulative conditions the proposed project may result in effects on public facilities (Potentially Significant)</i></p> <p>The construction and operation of future public</p>	Implement Mitigation Measures 3.1-1 through 3.1-7, 3.2-1 through 3.2-7, 3.3-1 through 3.3-3, 3.4-1, 3.5-1 through 3.5-4, 3.6-1 through 3.6-6, 3.7-1 through 3.7-8, and 3.10-1 through 3.10-34.	CS and SU	Changes or alterations have been required in, or incorporated into the project, which mitigate the significant effects on the environment. Even so, the effects remain significant and unavoidable, and no additional mitigation is available to fully

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>facilities required to serve cumulative development (including the West Area Specific Plan Area) could potentially cause significant impacts. Cumulative development including additional parks, schools, library, and other public facilities within the city and service area would contribute to significant and unavoidable cumulative impacts that have been identified within this EIR related to: air quality (Impact 3.1-7), biological resources (Impact 3.2-12), greenhouse gases (Impact 3.4-4), noise (Impact 3.7-8), and transportation and circulation (Impacts 3.10-3, and 3.10-4). (DEIR, pp. 3.9-24 through 3.9-26)</p>			<p>avoid the effects.</p> <p>The City Council concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.</p>
TRANSPORTATION AND CIRCULATION			
<p><i>Impact 3.10-1: Under Existing Plus Project conditions, implementation of the proposed Specific Plan would conflict with the performance measures established by the City of Salinas, Monterey County, and Caltrans (Potentially Significant)</i></p> <p>Under Existing Plus Project conditions, implementation of the proposed Specific Plan would conflict with the performance measures established by the City of Salinas, Monterey County, and Caltrans. Implementation of the Specific Plan, without mitigations, results in unacceptable operation at eight of the study intersections, and two of the U.S. 101 ramp junctions. All study segments of U.S. 101 performed within the County CMP standards. (DEIR, pp. 3.10-42 through 3.10-46)</p>	<p>Mitigation Measure 3.10-1: Each project applicant for development within the Specific Plan Area shall provide its fair-share funding for the installation of a traffic signal at San Juan Grade Road/Van Buren Avenue, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans for each stage of project development shall note this improvement and the fair-share funding requirement. This measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-2: Each project applicant for development within the Specific Plan Area shall provide its fair-share funding for the optimization of the existing signal timing at San Juan Grade Road/East Boronda Road, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement. This measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measures 3.10-1 through 3.10-9 be adopted. Mitigation Measures 3.10-1 through 3.10-9 require payment of the applicable fair-share funding for the various improvements that would be required in order to improve traffic conditions at the impacted study intersections and ramps. Therefore, this impact is less than significant with mitigation incorporated.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-3: Each project applicant for development within the Specific Plan Area shall provide its fair-share funding for the signalization of the intersection at Hemingway Drive/East Boronda Road or equivalent traffic control (such as a roundabout), in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement. If this intersection is developed as a signalized intersection (instead of roundabouts), this measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-4: Each project applicant for development within the Specific Plan Area shall provide its fair-share funding for the optimization of existing signal timings at North Main Street/Laurel Drive, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement. This measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-5: Each project applicant for development within the Specific Plan Area shall provide its fair-share funding for the widening of the intersection at Natividad Road/East Laurel Drive to add additional northbound and southbound through lanes, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building</p>		

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement. If this intersection is developed as a signalized intersection (instead of a roundabout), this measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-6: Each project applicant for development within the Specific Plan Area shall provide its fair-share funding for the installation of a traffic signal or equivalent traffic control (such as a roundabout) at the intersection of North Sanborn Road/East Boronda Road, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement. If this intersection is developed as a signalized intersection (instead of a roundabout), this measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-7: Each project applicant for development within the Specific Plan Area shall provide its fair-share funding for the optimization of existing signal timings and to add an eastbound left turn pocket at the intersection of Sherwood Drive/Natividad Road & East Bernal Drive/La Posada Way, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. This mitigation includes the addition of an eastbound left turn pocket and optimization of the existing signal timing to better accommodate the expected changes in traffic distribution and volume with implementation of the proposed project. The final improvement plans shall note</p>		

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>this improvement and the fair-share funding requirement. This measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-8: Each project applicant for development within the Specific Plan Area shall provide its fair-share funding for the addition a southbound left turn lane and optimization of the traffic signal's timing at the intersection of Salinas Street/North Main Street/West Market Street/East Market Street, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share requirement. This measure shall consider the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-9: Each project applicant for development within the Specific Plan Area shall contribute its fair-share funding to the Transportation Agency for Monterey County (TAMC) Regional Development Impact Fee (RDIF) Program and the City of Salinas' Traffic Impact Fee (TIF) Program, as determined by the TAMC and the City of Salinas, respectively, in proportion to the area planned for development by each project applicant. These programs include improvements to U.S. 101 that would improve mainline and ramp junction operations, which would mitigate the proposed project's impact to the U.S. 101 ramp junctions affected by the proposed project (i.e. the Northbound Road Off-Ramp and Northbound West Laurel Drive Off-Ramp). Fees are payable prior to issuance of a Certificate of Occupancy for residential and prior to building permit issuance for non-residential development. This measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design.</p>		
<i>Impact 3.10-2: Under Existing Plus Project and Central Area Specific Plan conditions, implementation</i>	Mitigation Measure 3.10-10: Each project applicant for development within the Specific	LTS	Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the

No Impact = NI

Less than Significant = LS

Significant = S

Cumulative Significant = CS

Significant and Unavoidable = SU

Potentially Significant = PS

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<p><i>of the proposed Specific Plan may conflict with the performance measures established by the City of Salinas, Monterey County, and Caltrans (Potentially Significant)</i></p> <p>Under Existing Plus Project and Central Area Specific Plan conditions, implementation of the proposed Specific Plan may conflict with the performance measures established by the City of Salinas, Monterey County, and Caltrans. Implementation of the Specific Plan would result in unacceptable operation at ten of the study intersections, and two of the U.S. 101 ramp junctions, under the Existing Plus Project and Central Area Specific Plan scenario. All study segments of U.S. 101 performed within the County CMP standards. (DEIR, pp. 3.10-53 through 3.10-56)</p>	<p>Plan Area shall provide its fair-share of funding to optimize the existing traffic signal timing and splits at intersection of North Main Street/East Boronda Road, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement. This measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-11: Each project applicant for development within the Specific Plan Area shall provide its fair-share of funding to convert the eastbound right turn lane to a shared through-right turn lane at Natividad Road/East Laurel Drive, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement.</p> <p>Mitigation Measure 3.10-12: Each project applicant for development within the Specific Plan Area shall provide its fair-share of funding for addition of an eastbound right turn pocket at the intersection of North Sanborn Road/East Boronda Road, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement.</p> <p>Mitigation Measure 3.10-13: Each project applicant for development within the Specific Plan Area shall provide its fair-share of funding for the installation of a traffic signal at the intersection of Williams Road/East Boronda Road, in proportion to the area planned for</p>		<p>environment.</p> <p>The City Council hereby directs that Mitigation Measures 3.10-10 through 3.10-14 be adopted. Mitigation Measures 3.10-10 through 3.10-14 require payment of the applicable fair-share funding for the various improvements that would be required in order to improve traffic conditions at the impacted study intersections and ramps. Therefore, this impact is less than significant with mitigation incorporated.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement. This measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-14: Each project applicant for development within the Specific Plan Area shall provide its fair-share of funding to optimize the existing traffic signal timing and splits at the South Sanborn/North Sanborn/John Street intersection, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement. This measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p>		
<p><i>Impact 3.10-3: Under Cumulative Plus Project conditions, implementation of the proposed Specific Plan may conflict with the transportation performance measures established by the City of Salinas, Monterey County, and Caltrans (Potentially Significant)</i></p> <p>Under Cumulative Plus Project conditions, implementation of the proposed Specific Plan may conflict with the transportation performance measures established by the City of Salinas, Monterey County, and Caltrans. Implementation of the Specific Plan under the cumulative Plus Project scenario would result in unacceptable operation at seventeen of the study intersections, and three of the freeway segments. All ramp junctions perform at or above the minimum standards set by the County CMP under this scenario. (DEIR, pp. 3.10-63 through 3.10-70)</p>	<p>Mitigation Measure 3.10-15: Each project applicant for development within the Specific Plan Area shall contribute its fair-share of funding to the TAMC Regional Development Impact Fee provides mitigation for this impact identified as the installation of a traffic signal at intersection of U.S. 101 Southbound Ramps/Echo Valley Road/Crazy Horse Canyon Road. Regional fees shall be determined by the City of Salinas in consultation with TAMC. Fees are payable prior to issuance of a Certificate of Occupancy for residential and prior to building permit issuance for non-residential development. This measure shall consider the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-16: Each project applicant for development within the Specific</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measures 3.10-15 through 3.10-27 be adopted. Mitigation Measures 3.10-15 through 3.10-27 require payment of the applicable fair-share funding for the various improvements that would be required in order to improve traffic conditions at the impacted study intersections and segments. Therefore, this impact is less than significant with mitigation incorporated.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>Plan Area shall contribute its fair-share of the TAMC Regional Development Impact Fee to provide mitigation for this impact identified as the installation of a traffic signal at intersection of U.S. 101 Northbound Ramps/Crazy Horse Canyon Road. Total fees shall be determined by the City of Salinas in consultation with TAMC. Fees are payable prior to issuance of a Certificate of Occupancy for residential and prior to building permit issuance for non-residential development. This measure shall consider the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-17: Prior to the approval of final improvement plans for each tentative map, each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of a traffic signal at intersection of Crazy Horse Canyon Road/San Juan Grade Road, in proportion to the area planned for development by such project applicant. Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement. This measure shall consider the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-18: Each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of a traffic signal at intersection of Natividad Road/Rogge Road, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement. This measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-19: Each project</p>		

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of a traffic signal at intersection of Natividad Road/Russell Road, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement. This measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-20: Each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of southbound and westbound left turn lanes at the intersection of North Main Street/East Boronda Road, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement.</p> <p>Mitigation Measure 3.10-21: Each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of a southbound left turn lane at the intersection of Constitution Boulevard/East Laurel Drive, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement.</p> <p>Mitigation Measure 3.10-22: Each project applicant for development within the Specific Plan Area shall provide its fair-share contribution</p>		

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>for the installation of a traffic signal at the intersection of Old Stage Road/Williams Road/Private Road, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement. This measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-23: Each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of a northbound through lane, the addition of a northbound right turn overlap phase, and the conversion of the westbound through lane to a westbound shared through-left turn lane at the intersection of North Main Street/East Bernal Drive, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note these improvements and the fair-share funding requirement.</p> <p>Mitigation Measure 3.10-24: Each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of a northbound and southbound through lanes at the intersection of Sherwood Drive/Natividad Road & East Bernal Drive/La Posada Way, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement.</p>		

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>Mitigation Measure 3.10-25: Each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of a westbound left turn lane at the intersection of South Davis Road/Blanco Road, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement.</p> <p>Mitigation Measure 3.10-26: Each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of an eastbound left turn lane and a southbound left turn lane at the intersection of Salinas Street/North Main Street/West Market Street/East Market Street, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement.</p> <p>Mitigation Measure 3.10-27: Each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of a northbound left turn lane at the intersection of South Main Street/West Blanco Road/East Blanco Road, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement.</p>		
<p><i>Impact 3.10-4: Under Cumulative Plus Project with Central Area Specific Plan conditions, implementation of the proposed Specific Plan may conflict with the transportation performance measures established by</i></p>	<p>Mitigation Measure 3.10-28: Prior to the approval of final improvement plans for each tentative map, each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the</p>	LTS	<p>Changes or alterations have been required in, or incorporated into the project, which avoid the significant effects on the environment.</p> <p>The City Council hereby directs that Mitigation Measures 3.10-</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p><i>the City of Salinas, Monterey County, and Caltrans (Potentially Significant)</i></p> <p>Under Cumulative Plus Project with Central Area Specific Plan conditions, implementation of the proposed Specific Plan may conflict with the transportation performance measures established by the City of Salinas, Monterey County, and Caltrans. Implementation of the Specific Plan would result in unacceptable operation at twenty-two of the study intersections, and four of the freeway segments, under the cumulative Plus Project with Central Area Specific Plan scenario. All ramp junctions perform at or above the minimum standards set by the County CMP under this scenario. (DEIR, pp, 3.10-76 through 3.10-81)</p>	<p>installation of a traffic signal at intersection of Old Stage Road/Hebert Road, in proportion to the area planned for development by such project applicant. Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement. This measure shall include the use of currently available Adaptive Traffic Control Systems (ATCS) in the intersection design, as specified by the City of Salinas Public Works Department.</p> <p>Mitigation Measure 3.10-29: Each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of northbound and southbound through lanes on Natividad Road and for the conversion of the existing eastbound right turn lane on East Laurel Drive to a shared through-right turn lane, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement.</p> <p>Mitigation Measure 3.10-30: Each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of eastbound and southbound left turn lanes at Constitution Boulevard/East Laurel Drive, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement.</p> <p>Mitigation Measure 3.10-31: Each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of a westbound left turn lane at the intersection of North Sanborn Road/Boronda Road, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to</p>		<p>28 through 3.10-33 be adopted. Mitigation Measures 3.10-28 through 3.10-33 require payment of the applicable fair-share funding for the various improvements that would be required in order to improve traffic conditions at the impacted study intersections and segments. Therefore, this impact is less than significant with mitigation incorporated.</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
	<p>issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement.</p> <p>Mitigation Measure 3.10-32: Each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of an eastbound left turn lane at Williams Road/East Boronda Road, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement.</p> <p>Mitigation Measure 3.10-33: Each project applicant for development within the Specific Plan Area shall provide its fair-share contribution for the installation of a southbound left turn lane at the intersection of East Front Street/Sherwood Drive/Market Street, in proportion to the area planned for development by such project applicant, in accordance with City policies (payable prior to issuance of Certificate of Occupancy for residential and prior to building permit issuance for non-residential development). Total fees shall be determined by the City of Salinas. The final improvement plans shall note this improvement and the fair-share funding requirement.</p>		
<p><i>Impact 3.10-5: Implementation of the proposed Specific Plan would not result in changes to air traffic patterns (Less than Significant)</i></p> <p>The nearest air facility to the Specific Plan boundaries is Salinas Municipal Airport, located approximately four miles to the southeast. Additionally, Marina Municipal Airport is located approximately six miles to the southwest. The Specific Plan Area contains no existing or planned airport facilities. The proposed land use changes to and development of the Specific Plan Area are expected to have no effect on the Salinas Municipal Airport or Marina Municipal Airport approach or departure zones, or any other airport approach or</p>	<p>No mitigation measures are necessary.</p>	<p>LTS</p>	<p>Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
departure zones. Implementation of the proposed Specific Plan would not result in changes to air traffic patterns. (DEIR, pp, 3.10-81 through 3.10-82)			
<p><i>Impact 3.10-6: Implementation of the proposed Specific Plan would not substantially increase hazards due to a design feature (Less than Significant)</i></p> <p>Implementation of the proposed Specific Plan would not substantially increase hazards due to a design feature. Development within the Specific Plan Area would include new streets, access points, paths, and other circulation improvements that would be reviewed and checked for compliance with design and safety standards as part of the entitlement process conducted by the City of Salinas. (DEIR, pp, 3.10-82)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.10-7: Implementation of the proposed Specific Plan would not result in impacts related to emergency access (Less than Significant)</i></p> <p>Buildout of the proposed Specific Plan would result in increased development densities and land use intensities within the Specific Plan Area. As a result of buildout of the West Area Specific Plan, which includes the development of an internal transportation network within the Plan Area, the volume of users travelling within the Specific Plan Area is expected to increase. Emergency access along proposed and existing roadways must be accommodated in conjunction within the expected population and employment growth. Plans submitted for individual developments to be constructed in the Specific Plan Area would be reviewed for compliance with emergency access requirements by public safety officials during the City's entitlement process. Implementation of the proposed Specific Plan would not result in impacts related to emergency access. (DEIR, pp, 3.10-82)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.10-8: Implementation of the proposed Specific Plan would not conflict with adopted multi-modal circulation policies, plans, or programs, and would not decrease the performance or safety of public transit, bicycle, or pedestrian facilities (Less than Significant)</i></p> <p>Implementation of the Specific Plan would be consistent with, and would expand upon, the pedestrian and bicycle network identified in the 2002 <i>Salinas Bikeways Plan</i>. The Specific Plan</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>would improve the existing bicycle and pedestrian circulation infrastructure within the Specific Plan Area, as well as adjacent areas in the City of Salinas. The West Area Specific Plan is estimated to generate approximately 1,000 new transit trips on a daily basis, as well as 140 trips in the morning peak hour and 150 trips in the evening peak hour (Fehr & Peers, 2018). These new transit trips alone are not expected to overburden existing transit service in the area. Implementation of the proposed Specific Plan would not conflict with adopted multi-modal circulation policies, plans, or programs, and would not decrease the performance or safety of public transit, bicycle, or pedestrian facilities. (DEIR, pp, 3.10-83 through 3.10-84)</p>			

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
UTILITIES			
<p><i>Impact 3.11-1: The proposed project has the potential to exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board (Less than Significant)</i></p> <p>Wastewater generated within the Plan Area would be conveyed by the City of Salinas wastewater conveyance system to M1W Regional Treatment Plant. M1W, a regional agency, owns and operates M1W Treatment Plant. The wastewater treatment system treats domestic wastewater from residential and commercial sources. Waste Discharge Requirements (WDRs) Order No. R3-2018-0017 provides waste discharge requirements for M1W Treatment Plant, and a supply capacity of up to 29.6 MGD. Implementation of West Area Specific Plan would be covered under the existing capacity and would not exceed the wastewater discharge requirements in this Order. (DEIR, pp. 3.11-9)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.11-2: The proposed project has the potential to result in a determination by the wastewater treatment and/or collection provider which serves or may serve the project that it does not have adequate capacity to serve the project's projected demand in addition to the provider's existing commitments (Less than Significant)</i></p> <p>The City of Salinas Sanitary Sewer Master Plan projects new development would increase the total wastewater discharge to an average dry weather flow to a maximum of approximately 22.1 MGD at full build-out of the entire City Sphere of Influence. The estimated wastewater discharge for full buildout of the proposed project would be approximately 1.0 MGD. The West Area Specific Plan would increase the amount of wastewater requiring treatment. The wastewater would be treated at M1W Treatment Plant. The (WDRs Order No. R3-2018-0017 allows M1W Treatment Plant to accept up to 29.6 MGD. Given a current demand of approximately 16 MGD (as provided by M1W Treatment Plant Engineer Jennifer Gonzalez), the M1W Treatment Plant currently has an additional capacity of approximately 11 MGD; given 1.0 MGD generated by the project, there is sufficient plant capacity. (DEIR, pp. 3.11-10 through 3.11-11)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p><i>Impact 3.11-3: The proposed project has the potential to require or result in the construction of new wastewater treatment or collection facilities or expansion of existing facilities, the construction of which could cause significant environmental effects (Less than Significant)</i></p> <p>The West Area Specific Plan project does not trigger a need to expand the M1W Treatment Plant. There would be a network of sewer collection infrastructure installed throughout the Plan Area to serve the West Area Specific Plan. The potential for environmental impacts associated with the installation of the wastewater collection system, and all construction activities within the Plan Area, are addressed throughout this EIR. (DEIR, pp. 3.11-11 through 3.11-12)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.11-4: Cumulative impact on wastewater utilities (Less than Significant)</i></p> <p>The M1W plant is designed and constructed to handle 29.6 MGD; which is more than 4 MGD than the project 2055 demand, under the worst case scenario modelled. The 1.0 MGD expected to be generated by full buildout of the proposed project would thereby leave approximately 3.6 MGD available in 2055, under the worst case scenario modelled. Moreover, it is more than likely that this represents an overestimate of cumulative wastewater demand, given that this estimate utilizes the higher end of the range of projected wastewater at the M1W Regional Treatment Plant in the future. Additionally, buildout of the Specific Plan is expected to occur over an approximately 20 to 30 year timeframe; therefore buildout is expected to occur no later than approximately 2048 (at latest). Therefore, using the year 2055 as the analysis year serves as a conservative date for buildout of the proposed project. (DEIR, pp. 3.11-12 through 3.11-13)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.11-5: The proposed project has the potential to require construction of new water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects (Less than Significant)</i></p> <p>The proposed project would not require construction of new water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. The water infrastructure is sized to meet the</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
demand within the Plan Area. All offsite improvements are to be placed in or adjacent to existing streets to minimize potential impacts. Although the West Area Specific Plan would not require the expansion of existing water treatment facilities, the West Area Specific Plan may require the construction of a new centralized treatment facility within the Plan Area. This treatment facility would be specifically sized to serve the West Area Specific Plan and would not be upsized to ensure that it does not induce growth beyond what is anticipated by the West Area Specific Plan. (DEIR, pp. 3.11-37 through 3.11-38)			
<p><i>Impact 3.11-6: The proposed project has the potential to have insufficient water supplies available to serve the project from existing entitlements and resources (Less than Significant)</i></p> <p>Water supplies are sufficient to meet the City's existing and projected future potable water demands, including those future water demands associated with the West Area Specific Plan, to the year 2035 under all hydrologic conditions. The three new groundwater wells would provide adequate groundwater for the proposed project. Additionally, the Cal Water Salinas District has sufficient water supply throughout its service area to serve the proposed project, even during the third year of a multi-year drought, and even if the proposed project's groundwater wells proved to not be sufficient to serve the entire Plan Area. Moreover, the development of the West Area Specific Plan would reduce consumption of groundwater (equivalent to increasing groundwater storage), when compared to the existing agricultural uses; this would also have the effect of reducing the potential for seawater intrusion into the groundwater basin, when compared to the existing agricultural uses. (DEIR, pp. 3.11-38 through 3.11-41)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.11-7: Cumulative Impact on Water Utilities (Less than Significant)</i></p> <p>There would be sufficient water resources available to provide supply for buildout of the cumulative scenario, so that no significant cumulative effect on the overall water supply would result. (DEIR, pp. 3.11-41 through 3.11-43)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p><i>Impact 3.11-8: The proposed project has the potential to require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects (Less than Significant)</i></p> <p>No new or expanded existing off-site infrastructure is proposed or would be required. Proposed project storm water infrastructure would be developed on-site, with connections made to off-site existing storm drain pipes along existing rights-of-way (such as along McKinnon Street). Installation of storm drainage infrastructure would occur during the construction phase of the proposed project. The construction of the new on-site stormwater drainage facilities, which are associated with the proposed project, has the potential to cause environmental impacts. The potential for environmental impacts associated with the installation of the stormwater system, and all construction activities within the Plan Area, are addressed throughout this EIR. (DEIR, pp. 3.11-63)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.11-9: Cumulative Impact on Stormwater Facilities (Less than Significant)</i></p> <p>The West Area Specific Plan includes an extensive system of on-site stormwater collection, treatment and retention facilities to accommodate the increased stormwater flows that would originate in the Specific Plan Area. Surface runoff from the area will be managed via detention/retention basins and flow reducing Best Management Practices (BMPs) to prevent local flooding within the Specific Plan Area. These features will also reduce peak flows from the Specific Plan Area to receiving creeks and storm drains to amounts less than such flows under existing conditions. The construction, maintenance, and operation of all stormwater facilities are not anticipated to cause substantial adverse impacts. The proposed project would not have cumulatively considerable impacts associated with stormwater facilities. (DEIR, pp. 3.11-63 through 3.11-65)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p><i>Impact 3.11-10: The proposed project would be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs and comply with federal, State, and local statutes and regulations related to solid waste (Less than</i></p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p><i>Significant</i></p> <p>The West Area Specific Plan would be required to comply with applicable State and local requirements including those pertaining to solid waste, construction waste diversion, and recycling. The addition of the volume of solid waste associated with the West Area Specific Plan, approximately 24.5 tons per day at total buildout, would increase the total to the Johnson Canyon Landfill; however, this increase would not cause an exceedance of the landfill's remaining capacity. (DEIR, pp. 3.11-72)</p>			
<p><i>Impact 3.11-11: Cumulative Impact on Solid Waste Facilities (Less than Significant)</i></p> <p>The Salinas Valley Solid Waste Authority service area is expected to add numerous developments through 2055. The Central Area Specific Plan, East Area Specific Plan, and the Economic Development Element (EDE) are three such areas, located within the City of Salinas. These new areas would generate an estimated 75 to 100 tons per day at total buildout. Buildout of other communities within the Salinas Valley Solid Waste Authority' service area would also affect Johnson County Landfill. These jurisdictions within the region are likely to generate new sources of solid waste that would need to be processed at the landfill. The Johnson Canyon Landfill has the capacity to serve nearly three times as much waste per day as it does currently and will have sufficient capacity to serve communities within the Salinas Valley Solid Waste Authority service area. Implementation of the proposed project would have a less than significant cumulative impact relative to this environmental topic. (DEIR, pp. 3.11-72 through 3.11-73)</p>	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
OTHER ISSUES			
<p><i>Aesthetics</i></p> <p>The <i>Final Environmental Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002) noted that General Plan buildout would allow development to occur in the City in both vacant and underdeveloped portions of the community, and that the introduction/expansion of urban uses into these areas has the potential to interrupt views of natural features, open space, the hillsides, and agricultural resources, reducing the aesthetic value of these resources. Additionally, new development</p>	To minimize and mitigate the impacts on aesthetics, the <i>Final Environmental Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002) presented the following five mitigation measures: Mitigation Measure A1 requires the City to implement the City's Gateway Guidelines; Mitigation Measure A2 requires the City to strengthen and require compliance with the City's Design Guidelines; Mitigation Measure A3 requires the City to improve the Lighting Ordinance; Mitigation Measure A4 requires the	LTS	Three of the five mitigation measures included in the <i>Final Environmental Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002), including Mitigation Measures A1, A2, and A3, are requirements for the City of Salinas to implement. These measures do not apply to the proposed project. Mitigation Measures A4 and A5 are requirements for both the City and for proposed projects or discretionary projects. The proposed project would be subject to Mitigation Measure A4, which requires consistency with the landscaping requirements. All landscaping in the Specific Plan Area would be subject to the City's landscaping requirements. The proposed project would also be

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>in the City was found to increase the amount of light and glare in the community, particularly in areas planned for nonresidential development, such as retail and general commercial. It was also found that future development under the General Plan has the potential to change the visual character of the City.</p> <p>Subsequently, the <i>Final Supplemental for the Salinas General Plan Final Program EIR</i> (EDAW/AECOM 2007) indicated that aesthetic impacts associated with the FGAs, which includes the West Area Specific Plan, would not be different from those discussed in the <i>Final Environmental Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002). Any future development under the approved General Plan, which includes all development under the proposed project, would be required to comply with the above referenced regulations, policies, and standards. Implementation of the proposed project would not result in any new significant adverse impacts beyond those addressed in the in the <i>Final Environmental Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002) and <i>Final Supplemental for the Salinas General Plan Final Program EIR</i> (EDAW/AECOM 2007). (See the Initial Study)</p>	<p>City to implement landscaping requirements for all proposed projects; and Mitigation Measure A5 requires the City to review all discretionary projects for aesthetics impacts.</p>		<p>subject to Mitigation Measure A5, which requires the City of review the proposed project for aesthetics impacts. Impacts to aesthetics are analyzed in the Initial Study for the project. See Appendix A of the Draft EIR for the West Area Specific Plan Initial Study.</p> <p>Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)</p>
<p><i>Agriculture and Forest Resources</i></p> <p>The <i>Final Environmental Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002) noted that General Plan buildout would result in the conversion of 3,525 acres of agriculture lands to urban uses. The <i>Final Environmental Impact Report</i>, also indicates that General Plan buildout would result in agricultural activity in proximity to residential and other urban uses, which may result in conflicts between the uses. It is noted that agricultural activity can cause nuisances related to air quality and noise that may disturb surrounding development. Urban activities may also negatively affect nearby agricultural uses, as increased vandalism often occurs and the introduction of domestic animals may disturb certain agricultural activities.</p> <p>The City of Salinas certified the <i>Final Environmental Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002), adopted a statement of overriding considerations relative to this significant and unavoidable impact, and approved the Salinas</p>	<p>The <i>Final Environmental Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002) concluded that with the implementation of Mitigation Measures AG1 through AG4, the impacts on potential compatibility issues would be reduced to a less than significant level; however, while the impacts on agricultural conversion would be reduced to the extent feasible, a significant and unavoidable impact would remain related to the loss of important farmland. Mitigation AG5 specifically addressed Agricultural Land Conservation Easement Program, which states that the City will work with the County of Monterey and other local jurisdictions to create and implement an agricultural land conservation easement program, including such measures as securing the dedication of easements or by paying a mitigation fee that could be used to purchase easements through a mitigation bank. Additionally, in 2006, the City Council adopted Resolution No. 19422, approving the Agricultural Land Preservation Program. The resolution adopted a \$750.00 per acre mitigation fee for agricultural lands currently</p>	<p>LTS</p>	<p>All of the five mitigation measures included in the <i>Final Environmental Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002), including Mitigation Measures AG1 through AG5, are requirements for the City of Salinas to implement. These measures do not apply to the proposed project. Additionally, in 2006, the City Council adopted Resolution No. 19422, approving the Agricultural Land Preservation Program. The resolution adopted a per acre mitigation fee for agricultural lands currently designated by the California Department of Conservation's Farmland Mapping Program as "Prime" or "of Statewide Importance." The project would be subject to this fee. Impacts to agricultural resources are analyzed in the Initial Study for the project. See Appendix A of the Draft EIR for the West Area Specific Plan Initial Study.</p> <p>Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>General Plan.</p> <p>Subsequently, the <i>Final Supplemental for the Salinas General Plan Final Program EIR</i> (EDAW/AECOM 2007) indicated that agricultural impacts associated with the FGAs, which includes the Specific Plan, would not be different from those discussed in the <i>Final Environmental Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002).</p> <p>Any future development under the approved General Plan, which includes all development under the proposed project, would be required to comply with the above-referenced regulations, policies, and standards. Implementation of the proposed project would not result in any new significant adverse impacts beyond those addressed in the <i>Final Environmental Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002) and <i>Final Supplemental for the Salinas General Plan Final Program EIR</i> (EDAW/AECOM 2007). (See the Initial Study)</p>	designated by the California Department of Conservation's Farmland Mapping Program as "Prime" or "of Statewide Importance."		
<p>Geology and Soils</p> <p>Implementation of the proposed project would not result in any new significant adverse impacts beyond those addressed in the <i>Final Environmental Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002) and <i>Final Supplemental for the Salinas General Plan Final Program EIR</i> (EDAW/AECOM 2007). (See the Initial Study)</p>	No additional mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)
<p>Hazards and Hazardous Materials</p> <p>While the Draft EIR analyzes Hazards and Hazardous Materials, several topics were determined to not warrant additional analysis within the Chapter.</p> <p>The land uses proposed within the Specific Plan Area would not be expected to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. Additionally, these uses are not expected to 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.</p> <p>Furthermore, the proposed project is not located in the vicinity of an airport or private airstrip; therefore, it would not result in a safety hazard related to air traffic for people residing or working in the Specific Plan Area. These topics do not</p>	No additional mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<p>warrant additional analysis and will not be addressed further in the EIR.</p> <p>Separately, the City has adopted a Multi-hazard Emergency Plan, which serves as extensions of the California Emergency Plan and the Emergency Resource Management Plan. The purpose of the Multi-hazard Emergency Plan is to respond to emergency situations with a coordinated system of emergency service providers and facilities. The Emergency Operations Center (EOC) in City Hall serves as the center of the City's emergency operations. The Plan also addresses evacuation and movement of people in the event of an emergency. The proposed project does not impair implementation of or physically interfere with the Multi-hazard Emergency Plan. Implementation of the proposed project would have a less than significant impact relative to this environmental topic and will not be further analyzed or addressed further in the EIR.</p> <p>Lastly, the proposed project is not located in an area that is considered a high risk for wildfires. The proposed project would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. (See the Initial Study)</p>			
<p>Land Use and Planning</p> <p>The <i>Final Environmental Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002) concluded that with the impacts would be reduced to a less than significant level with mitigation.</p> <p>Subsequently, the <i>Final Supplemental for the Salinas General Plan Final Program EIR</i> (EDAW/AECOM 2007) indicated that impacts associated with the FGAs, which include the Specific Plan Area, would not be different from those discussed in the <i>Final Environmental Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002).</p> <p>The City certified the Final Supplemental EIR and approved annexation of the North of Boronda FGA, which includes the West Area Specific Plan. The project, as proposed, is consistent with the Greater Salinas Area Memorandum of Understanding (GSA-MOU). All development under the proposed project would be required to comply with the regulations, policies, and standards identifies in the <i>Final Environmental</i></p>	<p>No additional mitigation measures are necessary.</p>	<p>LTS</p>	<p>Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)</p>

ENVIRONMENTAL IMPACT (SIGNIFICANCE BEFORE MITIGATION)	MITIGATION MEASURES	LEVEL OF SIGNIFICANCE AFTER MITIGATION	FINDINGS OF FACT
<i>Impact Report, Salinas General Plan</i> (Cotton Bridges Associates 2002), and <i>Final Supplemental for the Salinas General Plan Final Program EIR</i> (EDAW/AECOM 2007). Implementation of the proposed project would not result in any new significant adverse impacts beyond those addressed within these supporting documents. (See the Initial Study)			
Mineral Resources It was determined in the <i>Final Supplemental for the Salinas General Plan Final Program EIR</i> (EDAW/AECOM 2007) that development of the FGA, including the Specific Plan Area, would not have a significant impact on mineral resources or mining activities. As such, implementation of the proposed project would have no impact on mineral resources. (See the Initial Study)	No mitigation measures are necessary.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)

EXHIBIT J

PROJECT FINDINGS FOR CONSIDERATION OF THE WEST AREA SPECIFIC PLAN (SPEC 2013-002), REZONING (RZ 2019-001), AND DEVELOPMENT AGREEMENT (DA 2019-001)

I. PROJECT DESCRIPTION AND APPROVALS

A. Project Location

The applicant, Brian Finegan, Esq. (representing multiple property owners and developers), is requesting a series of approvals that would enable the development of a 797-acre Specific Plan area (“project site”) within the North of Boronda Future Growth Area (FGA) of the City . The project site is bounded by Boronda Road to the south, San Juan Grade Road to the west, Natividad Road to the east and Russell Road and Rogge Road to the north. Attachment 7 of the staff report, Project Site Location Map, shows the project site vicinity and the North of Boronda FGA.

The project site is bordered on the north primarily by existing residential development (the Bolsa Knolls area) and scattered residential and agricultural-related uses located in unincorporated Monterey County, on the east by agricultural uses in unincorporated Monterey County and the proposed Central Area Specific Plan area, on the south by existing residential and commercial development (Harden Ranch Specific Plan area), and on the west by existing residential development and commercial development (the Gateway Shopping Center Specific Plan). Attachment 8 of the staff report, Property Ownership/Existing Conditions Map, shows the project boundaries, owners and existing uses.

B. Project Description

The applicant is seeking the following approvals from the City Council: 1) Specific Plan (SPEC 2013-002); 2) Rezoning (RZ 2019-001); and 3) Development Agreement (2019-001), collectively referred to as the “Project”. At build-out (estimated to occur over the next 20 to 30 years), the project would establish: 4,340 dwelling units provided as a mix of low, medium and high densities, a Village Center with up to 571,500 square feet of mixed-use commercial floor area, eleven parks, five schools (one high school, one middle school and three elementary schools), and other associated uses supporting the development including but not limited to open space and well-sites.

Specific Plan. A specific plan is a development guidance tool that is required for all new development proposed within the FGA pursuant to the General Plan. The draft *West Area Specific Plan* (“Specific Plan”) prepared by the applicant under the direction of the City provides direction for the land uses, development regulations, design standards, circulation, infrastructure, storm water and water quality management, public financing and implementation and administration of the Specific Plan. The Specific Plan includes modifications to development regulations found in the City of Salinas Zoning Code to facilitate the New Urbanism development mandated under the General

Plan for this area. The changes to development regulations would apply only to development within the Specific Plan boundary, which is coterminous with the project site boundary. Attachment 11 of the staff report contains the Specific Plan and herein incorporated by reference. Table 1, Summary Land Use Plan, provides an overview of the project.

Table 1 Summary Land Use Plan

Land use		Framework Acres	Projected Dwelling Units or Square Feet
Residential Planning Areas	NE (Low)	227.72	1,361 du
	NG-1 (Medium)	188.44	1,803 du
	NG-2 (High)	59.84	1,085 du
	VC (Village Center)	4.55	91 du
	Total	480.55	4,340 du
Mixed use Village Center (1)		20.13	571,500 sq. ft.
Total Residential and Village Center		500.68	
High School		38.97	
Middle School		20.78	
Elementary School #1		10.98	
Elementary School #2		10.00	
Elementary School #3		10.00	
Community Park		30.83	
Neighborhood Parks (four)		12.52	
Small Parks (six)		6.41	
Supplemental Detention/Retention Basin Open Space		35.03	
Water Wells/Water Treatment		1.50	
Total Public Facilities		177.02	
Circulation Roadways (2)		118.85	
Total		796.55	

Rezone. The applicant is requesting approval of a rezone to establish zoning district classifications for the project site, which are consistent with the Salinas Zoning Code (and Map) and implement the existing General Plan land use designations for the project site. The existing zoning for the project site is New Urbanism Interim (NI) with a Specific Plan Overlay District. The proposed zoning

districts for the project site are Neighborhood Edge (NE)/Low Density Residential, Neighborhood General-1 (NG-1)/Medium Density Residential, Neighborhood General 2 (NG-2)/High Density Residential, and Village Center (VC). The proposed districts align with New Urbanism (NU) zoning districts contained in Division 8 of the Salinas Zoning Code and correspond with the Residential Low Density, Residential Medium Density, Residential High Density and Mixed Use Land Use Designations, respectively contained in the General Plan. Additional zoning districts proposed for the project site include Parks (P), Open Space (OS), and Public/Semipublic (PS). The proposed districts are shown in Attachment 12 of the staff report, incorporated herein by reference. The above-referenced districts also include a Specific Plan Overlay District.

Development Agreement. A development agreement has been prepared pursuant to Government Code Section 65864. The development agreement allows the applicant to proceed with the project in accordance with existing policies, rules, and regulations, subject to the conditions of approval, thus vesting certain development rights in the property.

C. Project Objectives

The following key objectives are the basis for the formulation of the Specific Plan policies, design principles, regulations and development standards:

1. Create a community with a compact form that promotes sustainable neighborhood design and is pedestrian, bicycle, and transit friendly;
2. Provide a variety of land uses in east walking distance of housing including a mixed use village, parks, and schools to lower vehicle miles traveled;
3. Provide parks and other public green space in accordance with General Plan standards that are designed to be safe and easily accessible to residents;
4. Provide a balance of low density, medium density, and high density housing to provide a variety of housing options for residents at various life stages;
5. Provide public services and infrastructure improvements that achieve and maintain City service standards;
6. Provide an inviting tree-lined street system which incorporates traffic calming and other measures;
7. Establish an interconnected path and open space system throughout the development that links to the greater North of Boronda FGA and City as a whole;

8. Create a sense of place and unique identity through the use of entry treatments, landscaping, streetscapes, public art, decorative street lighting, pedestrian amenities and other elements;
9. Provide for a reasonable jobs/housing balance;
10. Provide opportunities for senior housing and/or affordable housing; and
11. Provide for a site/parcel-based post construction Stormwater Control Measures (SCMs)/LID to the maximum extent practicable.

II. FINDINGS

For purposes of the following discussion, the Project is considered to be development of the project site as would be permitted upon the City's approval of the proposed Specific Plan, Rezone, and Development Agreement.

A. Specific Plan Findings

1. **Finding:** The proposed location of development and proposed conditions under which it will be operated and maintained is consistent with the goals and policies embodied in the Salinas General Plan and other applicable plans and policies adopted by the City Council.

Evidence: The project site is located within the Future Growth Area (FGA) located north of East Boronda Road (referred to as the North of Boronda FGA). This area is designated under the General Plan to accommodate the anticipated future growth in the City. In accordance with the General Plan, the FGA is subject to the adoption of Specific Plans by the City Council prior to any development in this area. The Specific Plans are intended to specify the ultimate distribution, location and intensity of land uses in these areas in accordance with the total development capacities provided under the General Plan. As such, development of the project site has been planned for and has been anticipated by the City as part of a coordinated long-term development process for this area.

The General Plan land use designations shown for land located within the FGA are illustrative in nature and subject to adjustment and refinement as part of the Specific Plan approval process. Under the Specific Plan, (encompassing approximately 797 acres of land), approximately 227.72 acres of land will be designated "Residential Low Density"; 188.44 acres of land will be designated "Residential Medium Density"; 59.84 acres of land will be designated "Residential High Density"; 24.68 acres of land will be designated "Mixed Use"; 49.76 acres of land will be designated "Park"; 35.03 acres of land will be designated "Open Space"; and 92.23 acres of land will be designated "Public/Semipublic". These proposed land uses are consistent with the land uses envisioned under the General Plan for this area.

The maximum number of dwelling units (without density bonus, conversion of commercial floor area, or accessory dwelling units) provided in the Plan Area is 4,340, which meets the overall minimum average density of nine dwelling units per net residential acre required under the General Plan for residential development in the FGA. The Specific Plan has also been designed and planned to ensure that 15%-25% of the dwelling units fall in the density range of 16-24 dwelling units per net residential acre, and 35%-45% fall in the density range of 7-14 dwelling units per net residential acre. These percentages are required under the General Plan to ensure a variety of dwelling types, specific densities and affordability levels are provided in the Plan Area.

The maximum square footage of proposed retail/commercial uses permitted under the Specific Plan is 571,500 square feet. Parks, schools (comprised of two existing schools and three proposed school sites) and open space (supplemental stormwater basins) are also provided in the Plan Area. These land uses and development intensities are consistent with the types of uses and development capacity anticipated for the North of Boronda FGA under the General Plan.

The Specific Plan has incorporated New Urbanism Design Principles, Crime Prevention Through Environmental Design (CPTED) and other design principles in accordance with the requirements of the General Plan to guide development in the FGA. Emphasis on pedestrian-friendly development through traffic calming, narrow streets, pedestrian linkages and dwellings oriented to the street promote walkability and foster a sense of community as envisioned under the General Plan. On-street bicycle lanes and routes will also be provided along the southerly and northerly greenways, East Boronda Road, Russell Road, San Juan Grade Road, McKinnon Street, El Dorado Drive and Natividad Road to promote the use of alternative forms of transportation and provide off-site connections to surrounding facilities. The Project also includes provisions for electrical vehicle charging to promote energy conservation and to reduce fossil fuel consumption as encouraged by the General Plan.

Appendix C of the Specific Plan further substantiates the project's consistency with the General Plan and is herein incorporated by reference.

2. **Finding:** The development will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to such a development, nor detrimental to properties or improvements in the vicinity or the general welfare of the City.

Evidence: The potential environmental effects of the Project were fully evaluated in the Final Program Environment Impact Report (EIR) prepared for the project. The project includes significant and unavoidable impacts as well as impacts that can be mitigated to a less than significant level. The full explanation (of environmental impacts) is discussed in Attachment 20 of the staff report, CEQA Findings and Statement of Overriding

Considerations, incorporated herein by reference.

The Specific Plan proposes land uses and improvements, which are generally compatible with and complementary to surrounding development located to the north, south, east and west of the Plan Area. It also includes standards, which implement design principles such as CPTED to promote “eyes on the street” through the use of porches and other elements to discourage criminal activity and promote safer neighborhoods.

The Specific Plan incorporates Low Impact Development (LID) and other features to ensure the Project is in compliance with the requirements of the General Plan, City’s Storm Water Management Program and the City’s National Pollutant Discharge Elimination System Permit.

Local demand for housing is high, particularly for affordable housing. The project will contribute to public welfare by providing dwelling units across a variety of housing types, densities and affordability levels. Market rate and inclusionary housing will be provided. The Project will be subject to City’s Inclusionary Housing Ordinance.

3. **Finding:** The Specific Plan and resulting development will be consistent with the provisions of Article 8 of Chapter 3 of California Government Code, commencing with Section 65450 as may be subsequently amendment by the State of California.

Evidence: The California Government Code sections referenced above include Sections 65450 through 65457. Of these, Sections 65451, 65454 and 65455 are directly applicable to the adequacy of the Specific Plan and to discretionary actions related to its implementation.

California Government Code Section 65451 addresses the content requirements of a specific plan. The West Area Specific Plan has been reviewed by City staff and the City Attorney and found to be consistent with the content requirements in Section 65451.

California Government Code Section 65454 requires that a specific plan may not be adopted or amended unless it is consistent with the City’s General Plan. As described in Finding “A.1” herein, and the proposed Planning Commission resolution recommending approval and adoption of the Specific Plan, the West Area Specific Plan has been found to be consistent with the Salinas General Plan.

California Government Code Section 654455 provides that no public works project may be approved, no tentative or parcel map may be approved, and no zoning ordinance may be adopted or amended within the areas covered by a specific plan unless it is consistent with the adopted specific plan. The on-site infrastructure needed for the Project has been designed to support the proposed uses and development in the Specific Plan area. Any parcel or tentative map proposed for the Project site will be required to be consistent with the Specific Plan in order to be approved. Development within the Specific Plan area will be subject to the

requirements of the Salinas Zoning Code except as modified by the Specific Plan. Should any conflict arise between the two regulations, the Specific Plan regulations will prevail.

B. Rezoning Findings

1. **Finding:** The amendment (Rezone) is consistent with the Salinas General Plan, any applicable specific plan, and other plans and policies adopted by the Salinas City Council.

Evidence: The proposed amendment (Rezone) will facilitate the development of the West Area Specific Plan within the North of Boronda FGA, which is consistent with the City's General Plan policy to plan for and manage future growth within designated future growth areas of the City. The Project incorporates New Urbanism and other design principles and provides a variety of dwelling types and densities in accordance with the land use and housing mix required by the General Plan. The proposed Rezone will not conflict with other plans and policies of the Salinas City Council.

Appendix C of the Specific Plan further substantiates the project's consistency with the General Plan and is herein incorporated by reference.

2. **Finding:** The amendment (Rezone) will not have the effect of reversing the policies of the Salinas General Plan, any applicable specific plan, and other plans and policies adopted by the Salinas City Council.

Evidence: The proposed amendment (Rezone) will facilitate the approval and development of the proposed West Area Specific Plan. The Specific Plan provides specific policies to implement the General Plan, Zoning and other plans and policies adopted by the Salinas City Council. There are no policies in the Salinas General Plan that will be reversed as a result of this amendment.

Appendix C of the Specific Plan further substantiates the project's consistency with the General Plan and is herein incorporated by reference as additional evidence of the project's consistency.

3. **Finding:** The amendment (Rezone) would not create an isolated district unrelated to adjacent zoning districts.

Evidence: The proposed Rezone will enable the project site to be developed as a New Urbanism Specific Plan as envisioned under the General Plan. Upon annexation of the project site in 2008, the site was zoned New Urbanism Interim (NI) with a Specific Plan Overlay to provide an interim holding zone until such time specific plans were approved by the City Council for the North of Boronda FGA and the ultimate zoning districts for the area were established. As such, upon the approval of the Specific Plan and Rezone, the project site will be rezoned from the New Urbanism Interim (NI) with a Specific Plan Overlay zoning district to

Neighborhood Edge (NE)/Low Density Residential, Neighborhood General-1(NG-1)/Medium Density Residential, Neighborhood General 2 (NG-2)/High Density Residential, and Village Center (VC) as well as the Park (P), Open Space (OS) and Public/Semipublic zoning districts. The Specific Plan Overlay district will continue to be applicable to each of the districts as well. These districts are compatible with and complementary to the existing residential (low, medium and high density), commercial, park and open space districts located across the major arterial roads, which form the project boundaries.

The proposed Rezone will facilitate the development of a variety of dwelling types and densities, neighborhood commercial retail and services, parks and supporting uses necessary to serve the proposed Specific Plan community and surrounding area. For example, the various residential districts (NE, NG-1 and NG-2) and the Village Center (VC) district will allow the development of 4,340 dwelling units in the Plan Area. Additionally, other types of dwellings such as density bonus units and accessory dwelling units will also be permitted. The Parks (P) district will facilitate the development of 11 parks, which will provide a variety of recreational opportunities for residents of the plan area and the surrounding area. The Open Space (OS) district will facilitate the development of the supplemental detention/retention basins located throughout the site. These basins create open space, passive recreation opportunities and are intended to serve the storm water surface run-off needs of the West Area. The Public/Semipublic district will provide sites for two new elementary schools and one middle school. Lastly, the Village Center (VC) district will facilitate the development of the Specific Plan's town center. This area (including the town square and mixed-use commercial and residential development) is intended to be a destination and focal point for both residents of the Plan Area and surrounding area.

4. **Finding:** The City has the capability to provide public utilities, roads, and services to serve the uses allowed by the proposed Rezoning.

Evidence: The EIR and Specific Plan thoroughly analyzed the infrastructure including public utilities, roads, and services necessary to serve the Project. Respectively, sections 3.11, 3.10, and 3.9 of the EIR address these topics. Through adoption of the Specific Plan, Development Agreement, West Area Specific Plan Final Program Environmental Impact Report (FEIR) and associated Mitigation Monitoring and Reporting Program, the City will ensure the provision of public utilities, roads and services necessary to serve the proposed development is provided.

According to the fiscal impact analysis prepared for the project (Attachment 14), the cost of City services would be offset by increased revenues generated by the Project. No unfunded City services costs have been identified. The West Area Specific Plan is projected to generate an annual surplus of between approximately \$1,541,619 to \$3,376,303.

C. Development Agreement Findings

- 1. Finding:** The Development Agreement is consistent with the Salinas General Plan, any applicable specific plan, and other applicable plans and policies adopted by the Salinas City Council.

Evidence: The Development Agreement is proposed in conjunction with the West Area Specific Plan in accordance with the Salinas General Plan. The Specific Plan implements the goals and policies of the General Plan by providing a comprehensively planned and orderly development in the North of Boronda FGA, designed to incorporate and implement the tenets of New Urbanism, CPTED and other design principles. Additionally, it provides potential employment and recreational opportunities for future and nearby residents and increased tax revenue and expansion to support City services. In this regard, the *Fiscal Impact Analysis* prepared for the Project (included as Attachment 14 to the staff report), is projected to generate an annual revenue surplus of approximately \$1,541,619 to \$3,376,303 to the City's General Fund. Most importantly; the project will provide critically needed housing in a variety of dwelling types, densities and affordability levels to address the City's housing shortage and overcrowding issues.

Appendix C of the Specific Plan further substantiates the project's consistency with the General Plan and is herein incorporated by reference.

- 2. Finding:** A development agreement that includes a subdivision shall not be approved unless the agreement provided that any tentative map prepared for the subdivision will comply with the provisions of Government Code Section 66473.7.

Evidence: Government Code Section 66473.7 addresses the provision of adequate water supply. A Water Supply Assessment was prepared for the project, and is included in the Appendices of the West Area Specific Plan Final Program EIR as Appendix G. California Water Services Company (Cal Water), the water purveyor to the project site, has provided a "Can and Will Serve" letter for the subject project.

Exhibit K Rezone Map – Rezone 2019-001



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN
TO:

City of Salinas
Office of the City Attorney
200 Lincoln Avenue
Salinas, CA 93901

Record for the Benefit of
The City of Salinas

Exempt from Recording Fee
Government Code Section 23783

Space Above Reserved for Recorder's Use
Only

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF SALINAS

and

REXFORD TITLE, INC.

PATRICIA JANE BONDESEN

ALVIN C. and KAREN RAE MORTESEN, TRUSTEES

RAY HARROD, JR., DBA HARROD CONSTRUCTION COMPANY

RCS SALINAS INVESTMENT I LLC

ANN AAROE, INDIVIDUALLY AND AS SUCCESSOR TRUSTEE

For the

WEST AREA SPECIFIC PLAN PROJECT

(North of Boronda Future Growth Area)

November 26, 2019

This Development Agreement ("**Development Agreement**" and sometimes "**Agreement**"), dated as of XXXX, 2019, is entered into by and between the **CITY OF SALINAS**, a California charter city and municipal corporation, (hereinafter "**City**"), and the following, all of which are collectively referred to herein as "the Developers" and sometimes individually referred to herein as a "Developer":

REXFORD TITLE, INC., a California corporation (hereinafter "Rexford"),
PATRICIA JANE BONDESEN, a married woman dealing with her sole and separate property (hereinafter "Bondesen"),
ALVIN C. and KAREN RAE MORTENSEN, TRUSTEES (hereinafter "Mortensen"),
RAY HARROD, JR., dba **HARROD CONSTRUCTION COMPANY** (hereinafter "Harrod"),
RCS SALINAS INVESTMENT I LLC, a Colorado limited liability company (hereinafter "Global")
ANN AAROE, an individual and Successor Trustee (hereinafter "Kantro")

under the authority of Section 65864 *et seq.* of the California Government Code and the City's police powers. (The Developers and the City are, from time to time, referred to individually in this Agreement as a "Party" and collectively as the "Parties").

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties.

RECITALS

A. Purpose. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* (the "Development Agreement Statute") which authorize cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property. In accordance with the Development Agreement Statute, the City has enacted Article VI, Division 11 of Chapter 37 of the Salinas Municipal Code (the "Development Agreement Regulations") to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute. (The provisions of the Development Agreement Statute and the Development Agreement Regulations are collectively referred to herein as the "Development Agreement Law.") This Agreement has been drafted and processed pursuant to the Development Agreement Law.

B. Developer's Interest in Property. The Developers own or have contractual rights to purchase approximately 625.38 acres of real property in the City which is a part of the ±796.55-acre West Area of the City's North of Boronda Future Growth Area (the "Project Area") as depicted on the map attached hereto as **Exhibit A-1**. The Project Area is located within the city limits of Salinas and is bounded by Boronda Road on the south, San Juan Grade Road on the west, Russel Road Extension and Rogge Road on the north, and Natividad Road on the east.

The part of the Project Area that Developer Rexford owns is shown on the map attached hereto as **Exhibit A-2** (the "Rexford Property"). The part of the Project Area that Developer Bondesen owns is shown on the map attached hereto as **Exhibit A-3** (the "Bondesen Property"). The part of the Project Area that Developer Mortensen owns is shown on the map attached hereto as **Exhibit A-4** (the "Mortensen Property"). The portion of the Project Area as to which Developer Harrod has contractual rights to purchase is shown on the map attached hereto as **Exhibit A-5** (the "Harrod Property"). The part of the Project Area that Developer Global has contractual rights to purchase is shown on the map attached hereto as **Exhibit A-6** (the "Global Property"). The part of the Project Area the Developer Kantro owns is shown on the map attached hereto as **Exhibit A-7** (the "Kantro Property").

C. Planning Uses. Consistent with the City of Salinas General Plan, the Developers have proposed, and the City has approved in the Project Approvals, a Specific Plan for the entirety of the Project Area. The Specific Plan, referred to herein as the "West Area Specific Plan," is a planned community comprised of residential uses with a minimum of 3,553 and a maximum of 4,340 dwelling units ("Total West GP Target"), a community park, four neighborhood parks, six small parks, up to five schools (two of which are existing as of the Effective Date), and up to ±571,500 square feet of mixed-use commercial uses (the Village Center) with a minimum of 91 residential units, together with retail, office, restaurant, entertainment and other non-residential uses, all as more specifically provided for in the Specific Plan, together with construction, site preparation and installation of infrastructure (the "Project"). The maximum number of dwelling units authorized under the Specific Plan excludes Density Bonus Dwelling Units allowed pursuant to Section 37-50.060 of the Salinas Municipal Code, Accessory Dwelling Units allowed pursuant to Section 37-50.250 of the Salinas Municipal Code, and/or any dwelling units allowed pursuant to Section 3.9.3 of the Specific Plan, which allows up to a maximum of 250,000 square feet of the allowable 571,500 square feet of mixed use commercial floor area which may be converted to up to a maximum of 250 dwelling units on the basis of 1,000 square feet of mixed use commercial floor area for one residential dwelling unit.

D. Project Approvals. The following approvals, entitlements, and findings (the "Project Approvals") were adopted by the City with respect to the Project after duly and properly noticed public hearings:

1. Certification and adoption of a Subsequent Program Environmental Impact Report for the West Area Specific Plan (the "Project EIR"), including project-specific mitigation measures as certified and adopted by City with the Project EIR and as specified within the adopted Mitigation Monitoring and Reporting Program adopted by the City Council of Salinas by Resolution No. _____ adopted on {To be inserted at City Council Approval}.
2. The West Area Specific Plan, ("**Specific Plan**") approved by the City Council of Salinas by Resolution No. _____ adopted on {To be inserted at City Council Approval}.
3. Zoning Ordinance map amendments adopted by the City Council of the City of Salinas by Ordinance No. _____ adopted on {To be inserted at City Council Approval}.
4. This Development Agreement approved by the City Council of Salinas by Ordinance No. _____, adopted on {To be inserted at City Council Approval} (the "Enacting Ordinance").
5. All Subsequent Project Approvals, as defined below, immediately upon approval.

E. Subsequent Project Approvals. In addition to the Project Approvals, the Project will require various additional future land use and construction approvals and permits from City in connection with development of the Project ("**Subsequent Project Approvals**"), which shall be deemed to be part of the Project Approvals as they are approved. Subject to the terms and requirements of this Development Agreement, Developers may convey fee title interest in portions of the Property to Affiliates or to third parties who will complete development of those portions of the Property. Developers may also convey portions of the Property to users who will apply to City, as needed, for required Subsequent Project Approvals to complete development of their portions of the Property. The Subsequent Project Approvals also include any review required by the California Environmental Quality Act (CEQA), including implementation of all mitigation measures, Mitigation Monitoring and Reporting Program, and conditions adopted as part of the Project Approvals.

F. Development Assurances. Developers desire to carry out the development of the Property as a master-planned community development consistent with the General Plan, the Project Approvals and this Agreement. The complexity, magnitude and build-out of the Project would be difficult for Developers to undertake if the City had not determined, through this Agreement, to inject a sufficient degree of certainty in the land use regulatory process to justify the substantial financial investment and risk associated with development of the Project. As a result of the execution of this Agreement, both Parties can be assured that the Project can proceed without disruption, which assurance will thereby reduce the risk of planning, financing and proceeding with construction of the Project and promote the achievement of the private and public objectives of the Project.

G. City Interests. City desires to advance the housing and economic interests of the City and its residents by encouraging quality residential development and economic growth in the incorporated portion of the North of Boronda Future Growth Area, in accordance with and envisioned by the Salinas General Plan, thereby enhancing and expanding housing and employment opportunities for residents and growing the City's tax base.

H. Public Benefits. City is also desirous of gaining the public benefits of the Project under the Project Approvals and this Agreement, which are in addition to those dedications, conditions and exactions required by laws or regulations, and which advance the planning objectives of, and provide benefits to, the City. Among the public benefits to be realized from the Project are those identified in Sections 2.2.1 and 2.2.2 of the Specific Plan and the following:

1. The Project will produce a significant portion of the residential development needed to house the City's projected population for the next 30+ years, as envisioned by and as provided for in the Salinas General Plan.
2. By incorporating the principles of New Urbanism, the Project promotes alternative modes of transportation with an emphasis on pedestrian and bicycle transportation to potentially reduce vehicle trips.
3. New Urbanism design helps bring a variety of land uses together in a relatively compact manner (close proximity), providing residents with the opportunity for healthier, more active lifestyle choices.
4. Greater accessibility to mixed use, commercial land uses will allow

residents living in or near the village centers, for example, to save travel time and spend less on transportation, as well as numerous other benefits which potentially add to a healthier economy.

5. New Urbanism encourages green transportation and utilizes various sustainable building methods. This will help the City achieve a greater level of environmental accountability and sustainability.

6. The Project provides a variety of housing options and affordability levels for residents at various stages of life.

7. The Project will comply with the City's Inclusionary Housing Ordinance and related Guidelines to ensure housing for workforce and very low, low, and moderate income households.

8. The Project incorporates a variety of housing sizes, types, densities and designs which create a pleasing residential environment.

9. The Project provides a wide array of recreation opportunities, including bike lanes, public parks, greenways, walkways, and open spaces, supporting a healthy, sustainable and pleasing physical environment community.

10. The Project and the surrounding community will be served by a ±30-acre community park which includes a variety of features and amenities.

11. The Project is designed to retain and detain stormwater in accordance with adopted Stormwater Development Standards and Best Management Practices, thus alleviating increased off-site flooding, siltation and erosion, and contributing to the recharge of groundwater aquifers.

12. The Project will provide or contribute to infrastructure improvements (streets, parks, sewers, stormwater management facilities) that benefit the City and further the City's long-range infrastructure goals.

13. As demonstrated by the Fiscal Impact Report prepared by the City's consultant (Economic & Planning Systems, Inc., July 2018), the Project will have a fiscally positive impact on the City's finances.

14. According the WASP area Water Supply Assessment (California Water Service (Cal Water), December 2015) conversion of the WASP area from agricultural to urban land use could result in an estimated reduction of consumptive groundwater use (or increase in groundwater storage) of 2,170 acre feet per year, which is a significant contribution toward reducing overdraft in the Salinas Valley Ground Water basin.

I. City Council Findings. City has given the required notice of its intention to adopt this Development Agreement and has conducted public hearings thereon pursuant to Government Code Section 65857 and Article 6, Division 11 of Chapter 37 of the Salinas Municipal Code. As required by Government Code Section 65867.5, City has found that the provisions of this Development Agreement and its purposes are consistent with the public health, safety and general welfare of the City and that all of its provisions are consistent with the goals, policies, standards and land use designations specified in the General Plan, as well as all other applicable plans, policies and regulations of the City.

J. Compliance with CEQA. The environmental impacts of the Project including the Project Approvals have properly been reviewed and assessed by the City pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 et seq.; California Code of Regulations Title 14, section 15000 et seq. (collectively, "CEQA"). On _____, pursuant to CEQA and following consideration of the recommendations of the Planning Commission, the City Council certified and adopted a program level environmental impact report as provided in Section 15168 of the CEQA Guidelines (the "**Project EIR**"). The Project EIR provides the "first tier" environmental review of the Project, and also provides the City with a single environmental document as a baseline to evaluate related entitlements at a project level of analysis as well as subsequent development projects within the Specific Plan area. Unless one of the events set forth in Public Resources Code §21166 occurs, no subsequent or supplemental environmental impact report shall be required. Subsequent individual development that requires further discretionary approvals will be examined in light of the Project EIR to determine whether additional environmental documentation must be prepared.

K. Planning Commission. On _____, _____, the City of Salinas Planning Commission (the "**Planning Commission**"), the initial hearing body for purposes of Development Agreement review, recommended approval of this Development Agreement pursuant to Resolution No. _____ **{To be inserted upon approval by the Planning Commission}** to the City Council.

L. Enacting Ordinance; City Council. On _____, _____, the City Council of City adopted its Ordinance No. ____ approving this Development Agreement and authorizing its execution, and that Ordinance (“**Enacting Ordinance**”) became effective on _____, _____{**To be inserted upon City Council approval**}.

M. Project Provides Substantial Benefits. For the reasons recited herein, City and Developers have determined that the Project is a development for which this Agreement is appropriate. Through the establishment of vested rights as provided herein, this Agreement will reduce risk and eliminate uncertainty regarding Project Approvals and Subsequent Project Approvals, thereby encouraging investment in and commitment to use and development of the Property. Continued use and development of the Property will in turn provide substantial housing and employment opportunities and tax benefits, and other public benefits to City, and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Law was enacted.

N. Applicability to Property. This Agreement shall be applicable to the Property and all portions thereof, the City, and the existing owners of the Property, the Developers and their successors in interest, all of whom shall be bound by the terms hereof.

O. Voluntary Commitments. To ensure that the intent of the City and of the Developers with respect to the Project Approvals and Subsequent Project Approvals is carried out, the Parties desire to voluntarily enter into this Agreement to facilitate development of the Project subject to the conditions and the requirements included in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other valuable consideration, the Parties hereby agree as follows:

SECTION 1 ADMINISTRATION

1.1 Definitions. As used in this Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section. To the extent that any capitalized terms contained in this Agreement are not defined below, then such terms shall have the meaning otherwise ascribed to them in this Agreement.

1.1.1 “Affiliate” means any person, limited liability company, partnership, joint venture, trust, or corporation or other legal entity who now or hereafter (a) is a member of Developer; (b) directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, the Developer; or (c) in which fifty percent (50%) or more of the equity interest of which is held beneficially or of record by the Developer, as the context may require; or (d) is Controlled by or under the day-to-day management of a member of Developer.

1.1.2 “Agreement” shall mean this Development Agreement, as set forth in the preamble of this Agreement.

1.1.3 “Applicable City Regulations” shall mean all of the following to the extent the following do not conflict with or are not inconsistent with the Project Approvals: Except as may be otherwise expressly set forth herein, the rules, regulations, ordinances, and official policies of the City (whether adopted by the City Council or the voters of the City) existing on the Effective Date governing the permitted uses of the land, density, design, improvement, and construction standards and specifications, applicable to development of the Property. Applicable City Regulations may include in whole or in part without limitation, (i) the General Plan, Specific Plan, the Inclusionary Housing Ordinance (Ordinance no. 2594, adopted June 6, 2017) and associated Guidelines (Resolution No. 21175, adopted June 6, 2017), and the Municipal Code (including standard specifications, design standards, and relevant public facility master plans adopted and published by the City), (ii) Exactions listed on **Exhibit B** to this Agreement, or elsewhere in this Agreement; and (iii) all other City laws that relate to or specify the permitted uses of land or improvements, the density or intensity of use, the subdivision of land for development, that are existing and in effect on the Effective Date; and (iv) all those existing and approved permits, entitlements, agreements, and other grants of approval having force and effect on the Effective Date relating to the Project and Property, including without limitation their text, terms and conditions of approval. A list of Applicable City Regulations, other than the Exactions and the Project Approvals, is set forth in **Exhibit C** to this Agreement. Exceptions to Applicable City Regulations include Uniform Codes (as defined in **Section 1.1.41** and referenced in **Section 2.3**), and the application of New City Laws (as defined in **Section 1.1.25**) permitted under **Section 2.4**.

1.1.4 “CEQA” shall mean the California Environmental Quality Act (California Public Resources Code Section 2100, *et seq.*), and the State CEQA Guidelines, (California Code of Regulations, Title 14, Section 15000, *et seq.*), as each is amended as of the Effective Date.

1.1.5 “City” shall mean the City of Salinas.
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1.1.6 “City Council” shall mean the City Council of the City.

1.1.7 “City Planner” shall mean the officially designated city employee or their designee charged with the responsibility for the interpretation and administration of the Zoning Code, having the authority provided in **Section 37-10.160** of the Zoning Code. As defined in Section 37-10.160 of the Zoning Code, the City Planner is the Community Development Director.

1.1.8 “Community Development Director” shall mean that city official designated by the City Manager with such title and any city official who is authorized by the City Manager to assume and carry out the duties of such official under the same or a different title.

1.1.9 “Control” means the possession, directly or indirectly, of the power to cause the direction of the management and policies of any entity including but not limited to a limited liability company, a partnership, a joint venture, a trust, or a corporation, whether through the ownership of voting securities, by contract, or otherwise.

1.1.10 “Developers” shall mean **REXFORD TITLE, INC.**, a California corporation, **PATRICIA JANE BONDESEN**, a married woman dealing with her sole and separate property, **ALVIN C. and KAREN RAE MORTENSEN, TRUSTEES, RAY HARROD, JR., dba HARROD CONSTRUCTION COMPANY, and GLOBAL INVESTMENT & DEVELOPMENT LLC**, a California limited liability company, **ANN AAROE**, an individual and Trustee, and, subject to **Section 5.3**, their successors and assigns.

1.1.11 “Development Agreement Law” shall have the meaning given in Recital A.

1.1.12 “Development Agreement Regulations” shall have the meaning given in Recital A.

1.1.14 13 “Development Agreement Statute” shall have the meaning given in Recital A.

1.1.14 “ Boronda Road Congestion Relief Project” (the “Congestion Relief Project”) means the City-sponsored project to widen East Boronda Road into a four-lane roadway with two-lane roundabouts, landscaped median, and bike lanes to accommodate future (year 2064) traffic demands on East Boronda Road (including the build-out of the WASP area).

1.1.15 “Effective Date” shall mean the date determined under **Section 1.2.1.**

1.1.16 “Project EIR” shall have the meaning given in **Recital J.**

1.1.17 “Enacting Ordinance” shall mean the Ordinance Approving this Agreement as first referenced in **Recitals J and K** of this Agreement.

1.1.18 “Exactions” shall mean exactions that may be imposed by the City as a condition of developing the Project, including but not limited to City Impact Fees, in-lieu payments, requirements for acquisition, dedication or reservation of land, obligations to construct on-site or off-site public and private improvements, whether such exactions constitute subdivision improvements, mitigation measures in connection with environmental review of the Project, measures imposed for the protection of the public health or safety, or impositions made under Applicable City Regulations.

1.1.19 “Fiscal Impact Report” shall mean the report entitled “Fiscal Impact of Salinas’ WASP and CASP Future Growth Areas” (EPS, July 26, 2018) commissioned by the City that analyzed, among other things, estimated costs associated with providing required public services to, and the revenues generated by, the Project.

1.1.20 “Frontage Improvements” shall mean the public improvements made necessary by that development. Construction of frontage improvements includes 20-foot width of pavement, plus curb, gutter, sidewalk, landscaping, and sound wall (if required) and dedication of 30-feet of right-of-way.

1.1.21 “Force Majeure Event” shall mean an event that causes a delay in performance beyond the control of the Party claiming the same. For the purpose of this definition, a cause shall be beyond the control of the Party whose performance would otherwise be required only if such cause would prevent or hinder the performance of such a requirement by any reasonable person similarly situated and shall not apply to causes peculiar to the Party claiming the benefit of a Force Majeure Event (such as the failure to order materials in a timely fashion). A Force Majeure Event shall include, without limitation, any of the reasons set forth in this **Section 1.1.21**: (a) delay attributable to acts of God, accident, strikes or labor disturbances or disputes, (b) delay attributable to the actions or inaction of any governmental agency including the City that unreasonably delays development of the Property, (c) delays of the City in processing any Project Approval beyond the period of time permitted by law or required by this Agreement for the processing of such Project Approval, (d) delay attributable to inclement weather, earthquake or other natural disaster resulting in suspension of Project work for safety purposes, e.g., extended periods of heavy rainfall, (e) delay attributable

to inability to procure or a general shortage of labor, equipment, materials or supplies in the open market, rationing or restrictions on the use of utilities, or failure of transportation (but not attributable to a mere increase in price unless such price is commercially unreasonable and will extend for a period of time under the circumstances), (f) delay caused by acts of a public enemy, war, terrorism, insurrections, civil disturbance, riots, mob violence, sabotage, malicious mischief, or casualty, (g) delay attributable to a development moratorium (including but not limited to a sewer or water moratorium) approved by the City or other entity having jurisdiction, (h) delay caused by litigation or administrative action preventing or delaying the approval or development of the Project or adversely affecting the ability of the City or other public entity or the Developer or its successors or assigns to obtain financing for the Project, (i) delay attributable to local, state or federal laws or regulations (other than those expressly permitted by this Development Agreement), (k) delay attributable to governmental agencies in issuing permits or approvals or taking other actions required for development of the Project, (l) delay attributable to the commencement of circulation of an initiative or referendum petition or the filing of any court action to set aside or modify this Development Agreement for the Project Approvals or any Subsequent Project approvals, or (m) delay attributable to insufficient water available to serve the Project or any phase, increment or portion thereof, or (n) any delay claimed by a Party in the performance of any term, covenant, condition or obligation under this Agreement caused by a default of the other Party.

1.1.22 “General Plan” shall mean the City of Salinas General Plan adopted September 17, 2002.

1.1.23 “Moratorium” shall mean any action by or on behalf of the City or another public entity having jurisdiction (including but not limited to action taken by virtue of a referendum or initiative) which delays or halts the processing, implementation or approval of subdivision maps, building permits or other Project Approvals.

1.1.24 “Municipal Code” shall mean the City of Salinas Municipal Code.

1.1.25 “New City Laws” shall mean any ordinances, resolutions, orders, rules, official policies, standards, specifications or other regulations, which are promulgated or adopted by the City Council or the City’s electorate (through their power of initiative) after the Effective Date. The application of New City Laws to the Project shall be governed by **Section 2.4**.

1.1.26 “Non-Curable Default” shall mean a default for which a cure period shall not exist, as set forth in **Section 4.1.2**.

1.1.27 “Parcelization Map” shall mean a parcel map processed administratively for the purpose of creating master parcels for sale, financing or phasing purposes and on which no development may occur without further subdivision or other entitlement approval by the City.

1.1.28 “Park Impact Fees” shall mean and refer to City-wide impact fees levied on all new development in the City of Salinas for the purpose of funding the acquisition and improvement of new and existing parks within the City of Salinas, including the North of Boronda Future Growth Area. The term “Park Impact Fees” shall not include the West Area Park Impact Fee, which is defined in **Section 1.1.45**, below.

1.1.29 “Planning Commission” shall mean the Planning Commission for the City of Salinas.

1.1.30 “Project” shall mean the project commonly known as the **“West Area Specific Plan”** which is proposed to be constructed on the Property as more fully described in **Recital C**.

1.1.31 “Project Approvals” shall mean the permits and approvals granted by the City for the Project, including each Subsequent Project Approval, as set forth in **Recital D**.

1.1.32 “Property” shall mean the real property described in **Recital B**.

1.1.33 “Processing Fees” shall have the meaning given in **Section 2.8.2**.

1.1.34 “Rights of Access” shall mean the right of developer to enter or encroach on certain public improvements as set forth in **Section 2.10.8**.

1.1.35 “Specific Plan” shall mean the West Area Specific Plan as adopted by the City Council, and amended from time to time.

1.1.36 “Subsequent Project Approvals” shall have the meaning given in **Recital E**.

1.1.37 “Subdivision Map Act” shall mean that legislation set forth in California Government Code Sections 66410 through 66499.58.

1.1.38 “Tentative Map” shall mean one or more tentative subdivision maps, whether a Parcel Map or not, for the Property, including any conditions of approval applied to such map.

1.1.39 “Term” shall have that meaning as set forth in **Section 1.2.2** of this Agreement.

1.1.40 “TFO” shall mean the City of Salinas Traffic Impact Fee Program (Traffic Fee Ordinance) with its implementing resolutions.

1.1.41 “Uniform Codes” shall mean any and all codes and regulations applicable to improvements, structures, and development in the City, and the applicable version or revision of such codes and regulations as modified and adopted by the City. Uniform Codes includes the Uniform Building, Plumbing, Electrical, and Fire Codes, City standard construction specifications and details, City grading standards, Title 24 of the California Code of Regulations, and similar codes and regulations relating to Building Standards, in effect at the time of approval of the appropriate permit.

1.1.42 “Vested Elements” shall have that meaning as set forth in **Section 2.1.1** of this Agreement.

1.1.43 “West Area” shall mean the portion of the North of Boronda Future Growth Area bordered by Boronda Road on the south, San Juan Grade Road on the west, Russell Road Extension and Rogge Road on the north, and Natividad Road on the east, being the land regulated by the West Area Specific Plan.

1.1.44 “WASP” shall mean and refer to the West Area Specific Plan.

1.1.45 “West Area Park Impact Fees” (WAPIF) shall mean the impact fee levied on development within the West Area of the North of Boronda Future Growth Area for the purpose of funding the acquisition and the improvement of parks within the WASP.

1.2 Effective Date and Term.

1.2.1 The Effective Date of this Agreement is _____, 20____.

1.2.2 The term of this Agreement shall commence upon the Effective Date and continue for a period of twenty (20) years from the Effective Date (the “Original Term”), unless the Term is terminated, modified, or extended by the terms of this Agreement. The Original Term may be extended only upon the mutual written consent of the Parties and only for five (5) year periods (“Extended Term”). Consent for the Extended Term shall be granted by the City to Developers demonstrating good faith compliance as described in Section 4.5, Annual Review. Developers may request the

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Extended Term within two (2) years of the current term expiration. Requests for an Extended Term must be submitted in writing with an accompanying City issued "Notice of Compliance," (Section 4.5.4) issued for the previous year. In no event shall there be more than two (2) Extended Terms such that the total of the Original Term and Extended Terms may not exceed thirty (30) years in total. The Original Term has been established by the Parties as a reasonable estimate of the time required to develop and to build out the Project, taking into consideration the complexity of the Project, anticipated actions or other public agencies, normal market and economic conditions, and other contemplated potential circumstances which could affect the timing of development.

In the event that a Developer, within its individual portion of the Property, has not (i) conducted site improvements and grading over at least ten percent (10%) of its Property pursuant to permits issued by the City; (ii) provided documentation to the satisfaction of the City that Developer has installed infrastructure or improvements totaling more than three million dollars (\$3,000,000); or (iii) in the event that three (3) or more Developers, collectively, have not, pursuant to the formation of an assessment district for the purpose of financing Project infrastructure, had assessments levied totaling \$15 million in the aggregate prior to the tenth (10th) anniversary of the Effective Date, the Term of this Agreement, as to any single Developer pursuant to subsections (i) or (ii) herein, or as to all Developers pursuant to subsection (iii), shall end fifteen (15) years after the Effective Date without the opportunity for extension, unless otherwise mutually agreed to in writing by the Developer and City. Developers shall each demonstrate compliance with this provision on or before the tenth (10th) Annual Review, per Section 4.5 of this Agreement.

1.2.3 In accordance with Government Code Section 66452.6(a), the term of any Tentative Map, including modifications or amendments thereto, relating to the Property or any portion thereof shall automatically be extended to and until the later of the following: (1) the duration of this Agreement; or (2) the expiration of the Tentative Map in accordance with the Subdivision Map Act without reference to any extension given under this Agreement.

1.2.4 If this Agreement terminates for any reason before expiration of rights given under the Project Approvals or any Tentative Map pursuant to the Subdivision Map Act, such termination shall not affect the Developers' rights and obligations to proceed in accordance with the law governing such Project Approvals and/or Tentative Map, nor shall it affect any other covenants of the Developers specified in this Agreement to continue after the termination of this Agreement. If this Agreement terminates for any reason, including expiration of the Term, the terms and conditions of this Development Agreement, and Project approvals shall continue to govern the Project

unless the City has previously specifically amended such rules, regulations and policies until such time as the City amends such rules, regulations and policies.

1.2.5 The term of any and all Project Approvals shall automatically be extended for the longer of the Term of this Agreement or the term otherwise applicable to such Project Approvals.

1.2.6 This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement, without the execution or recordation of any further document, when a final certificate of occupancy has been issued for the building(s) on the lot. Termination of this Agreement for any residential dwelling lot shall not in any way be construed to terminate or to modify any assessment district, fee district, public financing district, special tax district, tax and/or any Mello Roos Community Facilities District lien affecting such lot at the time of termination.

1.2.7 Notwithstanding anything to the contrary in this Agreement, the term of any Permit Approval shall not include the period of time during which any moratorium, lawsuit, referendum, initiative or other legal challenge involving the Permit Approval was or is pending. If this Agreement or a Project Approval is unsuccessfully appealed or otherwise legally challenged, the term of this Agreement shall be extended until such appeal or legal challenge is finally resolved or adjudicated (including the expiration of time for further appeals). In addition, the term may be extended for a reasonable time upon the request of the Developer with the consent of the City. The Developers understand and agree that the City does not have authority or jurisdiction over another public agency's authority to impose a moratorium.

1.2.8. Execution and Recording. The Developers have executed and acknowledged this Agreement. Not later than ten (10) days after the Effective Date, the City Clerk will cause recordation of this Agreement with the Monterey County Recorder against the Property, provided that a referendum applicable to the Enacting Ordinance has not been timely submitted to the City.

1.3 City's Police Power. The Parties understand, acknowledge, and agree that the limitations, reservations, and exceptions contained in this Agreement are intended to reserve to the City that part of its police power which cannot be limited by contract and this Agreement shall be construed to reserve to the City that part of its police power which cannot be restricted by contract.

SECTION 2 DEVELOPMENT OF THE PROPERTY

2.1 Vested Elements.

2.1.1 The permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, the subdivision of land and requirements for infrastructure and public improvements, the general location of public utilities, and other terms and conditions of development of the Property shall be governed by the Project Approvals, Applicable City Regulations and this Development Agreement (collectively “**Vested Elements**”), except as expressly provided in this Agreement.

2.1.2 The Developers shall have a vested right to develop the Property in accordance with the Vested Elements subject to the terms and conditions of this Agreement and also subject to a referendum that specifically overturns the City’s approval of the Project Approvals or Subsequent Project Approvals.

2.2 Applicable City Regulations. Except as may otherwise be specifically provided in this Agreement, the City shall have the right to regulate the development of the Property and uses within the Project pursuant to the Applicable City Regulations if, and only to the extent, such regulations do not conflict with or are not inconsistent with the Project Approvals or the Vested Elements.

2.3 Uniform Codes. In the construction of the Project, each particular improvement shall be subject to all Uniform Codes in force and effect when a building, grading or other application for a building permit or equivalent permit is granted by the City.

2.4 Applicability of New City Laws.

2.4.1 New City Laws (including amendments to Applicable City Regulations) shall not be applicable to the Property unless such New City Laws are (a) generally and uniformly applicable on a city-wide basis and not otherwise inconsistent with the Vested Elements or terms of this Agreement or (b) meet one of the following requirements: (i) they are mandated by State or Federal law pursuant to **Section 2.5**; or (ii): they are imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558, or a finding that an otherwise permitted use represents a current and immediate threat to public health, safety or welfare pursuant to Government Code Section 65858. Examples of New City Laws that would be generally

and uniformly applicable on a city-wide basis and applicable to the Property pursuant to subdivision (a) of this section are storm water utility programs, rent control regulations, rental registry and/or inspection programs, and accessory-dwelling unit restrictions.

Nothing herein shall be construed to limit the authority of the City to adopt ordinances, policies, and regulations which have the legal effect of protecting persons or property from conditions which create a health, safety, or welfare risk.

To the extent any future changes in the General Plan, Zoning Code, or any future rules, ordinances, regulations, or policies are not inconsistent with the terms and the conditions of the Specific Plan and this Agreement, such future changes in the General Plan, Zoning Code, or such future rules, ordinances, regulations, and policies shall be applicable to the Property.

A Developer, by giving written notice to the City, may elect to have all or part of the Property subject to any New City Laws that are otherwise not applicable to the their portion of the Property under this Section. In the event a Developer so elects, the Developer shall provide written notice to the City and the other Developers of that election (such notice to be provided pursuant to this Agreement) and thereafter such New City Law shall be deemed part of the Applicable City Regulations applicable to that Developer. Such notice shall be in a form provided by the City Attorney which notice shall be recorded and which shall contain a copy of the New City Law which is being made applicable to a portion of the Property.

2.4.2 Developer shall have the right to challenge the application under subsections (a) and (b) of **Section 2.4.1** of New City Laws to the Project. If Developer chooses to challenge the application of a New City Law to the Project, Developer shall give written notice to the City Attorney in accordance with **Section 6.11** of this Agreement. Developer's written notice shall inform the City of the factual and legal reasons why Developer believes the City cannot apply the New City Law to the Project consistent with the Vested Elements and this Agreement. The City shall respond to Developer's notice within thirty (30) days of receipt of such notice. Thereafter, the Parties shall meet and confer within thirty (30) days of the date of Developer's receipt of the City's response with the objective of attempting to arrive at a mutually acceptable solution to this disagreement. If no mutually acceptable solution is reached at the conclusion of the meet-and-confer period, the Parties may initiate dispute resolution proceedings in accordance with **Section 4.4** below, or Developer may initiate a legal action or proceeding challenging such application. If it is determined at the conclusion of such dispute resolution process or legal action that such New City Laws apply to the

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Project, and if such New City Laws have the effect of substantially and materially preventing development of the Project in accordance with the Vested Elements (i) the Parties shall process an amendment to this Agreement in accordance with the Development Agreement Law, and/or (ii) the Parties shall amend the Project Approvals or amend the Applicable City Regulations without amending this Development Agreement to allow the Project to be built as originally intended.

2.4.3 There shall be a presumption that any New City Laws affecting the Project and having any of the following effects shall be considered inconsistent with the Vested Elements and this Agreement:

2.4.3.1 Limiting or reducing, directly or indirectly, the total number of residential units in the Project, the mix of residential types in the Project, or the maximum number of residential units allocated to an identified ownership interest within the Project.

2.4.3.2 Limiting or reducing the total retail square footage in the Project or the amount of retail square footage allocated to an identified ownership interest within the Project.

2.4.3.3 Limiting or materially changing the location of buildings, parking, grading, or other improvements on the Property.

2.4.3.4 Imposing new, modified, increased or additional dedication requirements.

2.4.3.5 Imposition of a Moratorium. This limitation on the City shall not apply when a Moratorium meets the requirements of **Section 2.4.1** for application of New City Laws to the Property; provided that the application of any such Moratorium to the Property shall be limited in both scope and time to only effectuate the purpose for which it was imposed. The Developers understand and agree that the City does not have authority or jurisdiction over another public agency's authority to grant a moratorium.

2.4.3.6 Except as required in **Section 2.13** (Inclusionary Housing), imposing requirements for dedication, sale, or other conveyance of residential units and/or lots for less than market price as determined by the Developers.

2.4.3.7 Fees, charges, or exactions that have the same effect as a Development Impact Fee, as defined in Chapter 9, Article V of the Salinas Municipal Code and/or as shown on **Exhibit B** and **Table 1 to Exhibit B**.

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2.4.3.8 Materially frustrating the intent or purpose of the Vested Elements, except with respect to increased costs. Increased costs may be considered by the City when determining whether the intent or the purpose of the Vested Elements have been materially frustrated by a New City Law, but increased costs shall not be a sole determining factor.

2.5 As provided in Government Code Section 65869.5, this Agreement shall not preclude the application to the Property of changes in laws, regulations, plans, or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations. In the event State or Federal laws or regulations enacted after the Effective Date of this Development Agreement or action by any other governmental agency other than City prevent or preclude compliance with one or more provisions of the Vested Elements or this Development Agreement, or require changes in plans, maps or permits approved by City, this Development Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental agency. Immediately after enactment of any such new law or regulation, the Parties shall meet and confer in good faith to determine the necessity of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Development Agreement. It is the intent of the Parties that any such modification or suspension be limited to that which is necessary, and to preserve to the extent possible the original intent of the Parties in entering into this Development Agreement. If the Parties are unable to reach agreement on the modification, then either party may submit the issue to dispute resolution pursuant to **Section 4.4** or may terminate this Agreement.

To the extent that any actions of federal or state agencies (or actions of other governmental agencies, including the City, required by federal or state agencies, or actions of the City taken in good faith to prevent adverse impacts upon the City by actions of federal, state, or other governmental agencies) have the effect of preventing, delaying, or modifying the development of the Property or any portion thereof, the City shall not in any manner be liable for any such prevention, delay, or modification.

2.6 Processing and Development

2.6.1 The Tentative Map includes a condition as required by Government Code Section 66473.7(b)(1). Final maps shall comply with Section 66473.7. This provision is included in this Agreement to comply with Section 65867.5 of the Development Agreement Statute. City agrees that Developer may file and process tentative maps or vesting tentative maps, including Parcelization Maps, in accordance with Chapter 4.5 November 26, 2019

(commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code, as the same may be amended from time to time, and the Applicable City Requirements. If final maps are not recorded for an entire parcel before such tentative map(s) would otherwise expire, the term of such tentative map(s) automatically shall be extended for the term of this Agreement or the term otherwise applicable to such map if this Agreement is no longer in effect. The term of any other permit (except building permits which shall not be extended), or other land use entitlements approved as a Project Approval or Subsequent Project Approval shall automatically be extended for the longer of the Term of this Agreement (including any extensions) or the term otherwise applicable to such Development Approval or Subsequent Project Approval if this Agreement is no longer in effect.

2.6.2 The City shall promptly accept, process, review and act upon all applications for permits and approvals for the Project, in a professional, timely manner including Subsequent Project Approvals under **Section 2.9** hereof. Upon request of the Developer, the City shall inform the Developer of the necessary application requirements for any requested City approval or requirement relating to the Project.

2.6.3 City and Developer shall cooperate in processing all applications for permits and approvals for the Project, provided, however, that such cooperation shall not include any obligation, on the City's part, to incur any un-reimbursed expense, and the City shall be entitled, subject to the terms of this Agreement and Developer's rights hereunder, to exercise all discretion to which it is entitled by law in processing and issuing any permits and approvals for the Project.

2.6.4 The Developers and the City shall comply with the time frames set forth in the Subdivision Map Act, and, if applicable, the Permit Streamlining Act (Government Code sections 65920 through 65963.1). The City shall endeavor to make sure that adequate staff is available to process the Developers' applications for permits and approvals within the time periods required by the Permit Streamlining Act and the Developers shall pay the City Processing Fees with respect thereto. If requested by the Developers (or any of them), the City in its sole direction may retain additional staff and overtime staff assistance or staff consultants as may be necessary to timely process some or all applications for permits and approvals for the Project on an expedited schedule. If the Developers request that City pursue such expedited processing, City agrees to provide the Developers with reasonable prior notice of the amount and due date of the additional costs associated therewith. If the City determines to retain additional staff or to provide overtime staff assistance or staff consultants, the staff and the consultants shall be at the sole selection of the City and shall be paid for at the sole cost and expense of the

Developers. Upon the City's written request, the Developers shall advance a deposit sufficient to cover the City's estimated costs. Such deposit shall be replenished, as necessary, from time to time, to assure that the City shall not bear any of the costs associated with additional staff, overtime, or staff consultants.

2.6.5 The Parties shall cooperate and diligently work to implement any zoning, tentative map, final development plan and/or land use, grading or building permits or approvals which are necessary or desirable in connection with the development of the Project in substantial conformance with the Vested Elements.

2.6.6 Notwithstanding any administrative or judicial proceedings, initiative or referendum concerning any of the Project Approvals, City shall process applications for permits and approvals as provided herein to the fullest extent allowed by law and Developer may proceed with development of the Project pursuant to the Project Approvals or Subsequent Project Approvals to the fullest extent allowed by law. City shall be entitled, subject to the terms of this Agreement and Developer's rights hereunder, to exercise all discretion to which it is entitled by law in processing and issuing any permits and approvals for the Project.

2.6.7 The term of any Permit Approval shall not include the period of time during which any moratorium, lawsuit, referendum, initiative or other legal challenge involving the Permit Approval was or is pending.

2.7 Development Timing.

The Parties acknowledge that Developer cannot at this time predict when or the rate at which the Property will be developed or the order in which each increment of the Project will be developed. Such decisions depend upon numerous factors which are not within the control of the Developer, such as market conditions and demand, interest rates, absorption, and other similar factors. Buildout of the Project, and the resulting need for public service facilities, will take many years. Development of the Project may be phased as homebuilding goes forward and creates the need for additional capacity. In particular, and not in any limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the Parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' desire to avoid that result by acknowledging that, unless otherwise expressly so provided in this Agreement, Developer shall have the vested right to develop the Project in such order and at such rate and at such times as Developer deems appropriate in the exercise of its business judgment provided

Developer is in compliance with the Project Approvals, provided, however, nothing herein shall override any phasing or timing for development set forth in a Parcelization Map conditions of approval, Mitigation Monitoring and Reporting Program (the West Area, Salinas General Plan FEIR (2002), and Final Supplement to the Salinas General Plan Final Program FEIR 2007) mitigation measures, and Section 9.4 and other applicable sections of the Specific Plan.

2.8 Property Taxes; Processing Fees.

2.8.1 The Property shall remain subject to general property taxes, as well as special taxes, assessments, and fees, existing as of the Effective Date and to increases in such taxes, assessments, and fees permitted by law and Developer shall be obligated to incur Exactions in addition to those set forth in **Exhibit B** required to be imposed pursuant to State or Federal law, under the provisions of **Section 2.5**

2.8.2 Developer shall be obligated to pay all applicable application and processing fees, permitting fees, including development review applications, plan check, map review, inspection and monitoring fees and fees of outside consultants, for land use approvals, grading and building permits, temporary use of land permits, and other administrative and ministerial permits, and other permits and entitlements ("**Processing Fees**") in connection with the Project established and in effect at the time of application processing.

2.9. Subsequent Project Approvals. City may deny an application for a Subsequent Project Approval if such application is incomplete or otherwise does not comply with this Agreement or Applicable City Regulations or is materially inconsistent with the Project Approvals. The City may approve an application for a Subsequent Project Approval subject to any conditions reasonably necessary to bring the Subsequent Project Approval into compliance with this Agreement or Applicable City Regulations, or as necessary to make the Subsequent Development Approval consistent with the Project Approvals or if an amendment has been previously approved by the City to allow the requested deviation. If City denies any application for a Subsequent Project Approval, City shall specify in writing the reasons for such denial.

2.9.1. Nothing herein shall limit the ability of the City to require the necessary reports, analyses, or studies to assist in determining whether any of the requested Subsequent Approvals are consistent with applicable law and this Agreement.

2.10 Streets and Related Improvements.

2.10.1 The City had adopted a Traffic Improvement Fee Program (TFO) in recognition that the traffic impacts of new development are not limited to the immediate vicinity of the new development, but have an impact upon the major streets throughout the city and in part to ensure that new development contributes toward offsetting the burden it imposes upon the City's traffic system.

The City last updated its Traffic Improvement Fee Program (TFO) on January 19, 2010 (Resolution No. 19802). The City intends to update the TFO when it updates its General Plan, which is anticipated to begin in early 2020 ("TFO Update"). The TFO Update will be comprehensive and while the City cannot commit to a particular date by which the General Plan update and TFO Update will be completed, to a particular result, or to a particular approach or methodology, the TFO Update may take into consideration a number of factors including, but not limited to, cost estimates and elimination of the two-tier fee structure. Except as otherwise specifically set forth in this Agreement, in their development of the Project the Developers shall comply with the TFO. However, when the TFO update is complete, the Developers may choose, at their discretion, to initiate an amendment to this Agreement pursuant to **Section 3** of this Agreement to reflect changes resulting from the TFO Update. The Developers may also, at their discretion, request that the City form an assessment district or adopt a plan area fee as additional mechanisms to finance construction of the roadways and related improvements necessary for the Project.

2.10.2 The City plans to complete the Congestion Relief Project along the entire frontage of the WASP as a four-lane expressway with landscaped median, turn lanes, bike lanes, roundabouts, and traffic signage. The Congestion Relief Project will also include a widened four-lane bridge over Gabilan Creek within the Central Area Specific Plan (CASP). The Congestion Relief Project will include roundabouts at the intersections of Boronda Road with McKinnon Street and with Natividad Road. The Congestion Relief Project (which consists of four-lanes, landscaped median, turn lanes, bike lanes, roundabouts, and traffic signage) will be paid from a variety of sources including TFO funds, supplemented with Measure X funds, Senate Bill 1, potential grant funds, and other City revenues. Developers' contribution to the cost of the Congestion Relief Project shall include payment of TFO fees. Developers shall also be responsible for related improvements along the Boronda Road frontage including the Frontage Improvements (curb and gutter, sound wall, sidewalk, landscaping, street lighting, and right-of-way dedication). The Developers' responsibility shall also include the landscaping, irrigation,

and maintenance of the landscaping in the ultimate third lane (10-feet) buildout of Boronda Road. (Exhibit D)

The Parties understand and acknowledge that completion of the Congestion Relief Project along the entire frontage of the WASP is important to the completion of development within this Project Area. The Parties further understand and acknowledge that the City cannot predict when or the rate at which the Congestion Relief Project will be commenced or will be completed. When the Congestion Relief Project will begin and will be completed depend upon numerous factors, not all of which are within the control of the City, such as weather, cost, challenges to the project, and similar factors. Consequently, the City cannot commit to a date certain by which its work on the Congestion Relief Project will begin or will be completed; however, in acknowledgement of the importance of the Congestion Relief Project to the Project, notwithstanding what is otherwise provided in **Section 1.2.2** of this Agreement, in the event the City has not completed the Congestion Relief Project along the entire frontage of the WASP (from McKinnon Street to Natividad Road) within seven (7) years of the Effective Date, the Original Term of this Agreement and the deadline for the Developers to meet their Project improvement obligations under Section 1.2.2, shall automatically be extended for five (5) years for any of the Developers who are not at that time in default of this Agreement.

2.10.3 The following streets within the West Area may by action of the City Council be designated as Major Thoroughfares: Collector Feature Street Section 3 (Road C), a segment of the Southerly Greenway, Collector Feature Street Section 4 (Road G), a segment of the Northerly Greenway, Boronda Road between McKinnon Street and Natividad Road, San Juan Grade Road between Boronda Road and the Russell Road Extension, Russell Road between San Juan Grade Road and Natividad Road, Rogge Road between the westerly boundary of the high school site and Natividad Road, and El Dorado Drive and McKinnon Street within the Project. Access to abutting lots and on-street parking are not allowed on these streets.

2.10.4 Improvements for other streets or street segments which are required by the Project EIR to mitigate cumulative impacts, but which are not included within the TFO shall be paid for by the Developers on a fair-share basis. These fair-share payments shall be indexed annually and shall be paid by the Developers in the same manner and at the same time that TFO payments are made.

2.10.5 All of the other interior streets not designated as major thoroughfares within the WASP will be constructed and paid for by Developers in accordance with the street sections contained in **Section 5** of the Specific Plan.

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2.10.6 WASP streets shall be constructed in phases on a subdivision-by-subdivision basis in conjunction with the review and approval of individual tentative subdivision maps. Streets within the WASP shall be dedicated as part of the public street system, shall be accepted by the City upon completion, and shall be maintained by the City through an assessment district upon expiration of the Developer's one-year warranty period.

2.10.7 When a Developer applies for a building permit and there are still traffic impact fees due to the City after applying all traffic fee credits assigned to that Developer, the Developer shall pay the difference at the then applicable rate. If the traffic impact fee credits issued on all of the Developer's buildings in the Project exceed the total traffic impact fees due, the City shall repurchase the excess traffic impact fee credits from the Developer at the then current rate.

2.10.8 The City shall grant to Developer Rights of Access subject to City's standard conditions for such Right of Access as may be necessary across, under, and over the surface and subsurface of all City streets as may be required from time to time for construction and installation of the following improvements:

2.10.8.1 Gas, electricity, water, wastewater, drainage, telephone, cable media, computer, security, telecommunications, and all other utilities, facilities and like improvements (including without limitation their related conduits, wires, lines, pipes, mains, pumps, meters and other structures, stations and improvements) necessary or desirous to the Project; and

2.10.8.2 Construction, paving, striping, cleaning, and repairing streets within the Project.

2.11. Parks and Recreation Facilities

2.11.1 Public Parks Provided. As described in **Section 2.9** of the WASP, the Project shall provide a total of 49.76 net acres of parkland ("the WASP Parkland") to meet the General Plan and Subdivision Ordinance requirement of 3 acres of developed parkland per 1,000 residents assuming buildout with 3.67 people per dwelling unit. The City will determine the final design of public park facilities, including the number and the type of sports fields that can be accommodated within the park configuration and acreage in accordance with City standards. The Community Park is ±30.83 net acres. Neighborhood parks vary from ±2.4 acres to ±3.6 acres in size. Small parks are typically less than two acres in size, but in no case less than 0.5 acres in size. Net acreage of each

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park will be refined in connection with tentative subdivision map review. The location, size and type of each park shall be substantially as shown in **Table 2-4 and Figure 2-7** of the WASP. The design standards for the WASP's parks shall be substantially as described in **Section 2.9.1** of the WASP. No additional dedication or reservation of park land or open space, or the payment of any additional *in lieu* fee or exaction for park or open space land, shall be required of the Project.

2.11.2 Park Improvements. Improvements to dedicated parkland made by a Developer in accordance with the City's Park and Sports Facility Standards (May 2018) as approved by the Library and Community Services Director shall be deemed consistent with the General Plan, the Specific Plan, the City's park and sports facility standards and any other applicable standards adopted by the City.

2.11.3 Park Improvement Fees. The City shall adopt, and Developers shall pay, a new West Area Park Improvement Fee ("WAPIF") in an amount sufficient to fund the acquisition of designated WASP parkland, the cost of street improvements abutting such designated parkland, and the cost of park improvements to equip such parklands within the WASP in accordance with adopted park improvement standards. Developers who construct park improvements in accordance with adopted park improvement standards shall receive Park Improvement Fee credits in the amount of the actual cost of such improvements as constructed (hard and soft costs), not to exceed the per acre cost as calculated in the Park Facilities Development Impact Fee Update Study (Willdan, November 5, 2019) referred to herein as the WAPIF Fee Study, by type of park constructed. The fee credit for land will be \$250,000 per acre and will be adjusted annually by the construction cost index change as published by the Engineering News Record in April along with all of the other development impact fees. The fee credits for the construction soft cost will be limited to the percentages of each category that were used in the WAPIF Fee Study, provided however, that costs actually be incurred but assigned to a "contingency" category may be converted to hard costs at the option of the Developer. WAPIF fees collected will be accounted for in a separate fund with Park Impact Fees so that, to the extent feasible, sufficient funds are available to pay fee credits as accrued. If sufficient funds are not available in the WAPIF fund to reimburse the Developer as provided herein, reimbursement will not occur until such time as sufficient funds become available. In the case of parkland purchased by the City from third parties, or park improvements constructed or installed by the City, the cost recovered by the City from WAPIF Fees or from the WAPIF fund shall be limited to the acquisition cost and park improvement costs (hard and soft costs) calculated in the WAPIF Fee Study by type of park constructed, and any cost overage shall not be charged to the Developers.

2.11.4 Timing of Park Dedications and Improvements. Dedications of WASP parkland and improvements to WASP parkland shall be coordinated on a subdivision-by-subdivision basis with the development of the overall WASP to the extent feasible to assure the availability of recreational facilities to serve the residents of the area. Developers shall not be required to dedicate or improve designated park land until such park land is included in a recorded final subdivision map. The City shall coordinate its acquisition of parklands and construction of park improvements funded with Park Impact Fees so that, to the extent feasible, such improved parklands are available for use at the time of issuance of the first certificate of occupancy for residential development for which Park Impact Fees have been paid.

2.11.5 Community Park. The WAPIF will be in an amount sufficient to fund the cost of street improvements abutting such designated parkland, and the cost of park improvements to equip the community park in accordance with adopted park improvement standards.

2.11.5.1. Improvement of Community Park. Improvement of the Community Park shall be funded through the use of West Area Park Impact Fees as provided, in part, in **Section 8.5** of the Specific Plan. The recreation center buildings shall be funded through the Public Facilities Impact Fee (Recreation Services Impact Fee).

2.11.5.2. Sequential Development. Acquisition and improvement of WASP Community Park land shall be coordinated and sequenced on a subdivision-by-subdivision basis with the development of the overall WASP to the extent feasible.

2.12. School Sites.

2.12.1. The Project shall include sites for two (2) new elementary schools (± 10 acres each) and one (1) new middle school (± 20 acres).). The Project includes one (1) existing elementary School (McKinnon Elementary School) and one (1) existing high school (Rancho San Juan High School).

2.12.2. Sites for new schools within the West Area may be provided pursuant to a written agreement between Project Developers and the school districts. In the absence of such agreement, school sites shall be reserved by the Developer and acquired by the school district in accordance with **Section 31-804 et seq.** of the Salinas Municipal Code.

2.12.3. Responsibility for development of public schools, including the acquisition of school sites and the construction of school facilities, lies with the respective

school districts.

2.12.4. Project Developers and the City shall cooperate with school districts to facilitate joint use of school sites and facilities.

2.12.5. If not needed for school purposes, as determined by the applicable school district, school sites may be developed for residential use up to a maximum of fifteen (15) units per net residential developable acre.

2.12.6. The Project Developers shall be responsible for the payment of school impact fees pursuant to Government Code Section 65996 as specified by the Project EIR as full and complete school facilities mitigation.

2.13. Inclusionary Housing.

2.13.1 Inclusionary Housing Ordinance. All residential development within the Project shall comply with the City's Inclusionary Housing Ordinance embodied in Ordinance No. 2594, as adopted June 6, 2017, and Resolution No. 2567 (collectively the "Inclusionary Ordinance") and the Guidelines adopted pursuant thereto. For those Developers that choose to pay in lieu fees (for sale and rental) the in-lieu fees shall be set at the amount pursuant to the Inclusionary Housing Ordinance as of the Effective Date of this Agreement. The housing in lieu fees and/or rental housing impact fees will be adjusted by the percentage increase in the Engineering News Record (ENR) cost index, based on the most current April edition. The Inclusionary Ordinance is attached hereto as **Exhibit E**.

2.14. Infrastructure Financing.

2.14.1 Level of Municipal Services. In determining the level of improvement and service to be applied to and required by the Project, the City, the City's consultants, the FGA Developers and their consultants shall apply the factors and assumptions set forth in the City of Salinas Public Facilities Impact Fee Study (February 2014, adopted April 8, 2014) (the "Nexus Study") and in the Fiscal Impact Report.

2.14.2 City Development Impact Fees. Except as provided in **Sections 2.14.2.1 or 2.14.2.2** of this Agreement, the Developers shall be obligated to pay only those City Development Impact Fees as set forth in **Exhibit B** attached and incorporated herein by this reference. The City may not impose or exact additional or increased City Development Impact Fees on the Developers or the Project.

2.14.2.1 State and Federal Fees; Permits and Approvals. Notwithstanding **Section 2.14.2**, Developer shall be obligated to pay fees that may be

imposed pursuant to State or Federal law (subject to **Section 4.6** of this Agreement). The Developers shall also comply with lawful requirements of, and obtain all permits and approvals required by other local, regional, state, and federal agencies having jurisdiction over the Developers' activities in furtherance of this Agreement. The Developers shall pay all required fees when due to federal, state, regional, or other local government agencies other than the City and acknowledge that the City does not control the amount of such fees.

2.14.2.2 Subsequent Project Approvals and City Processing Fees.

This Development Agreement shall not limit the authority of the City to charge any and all lawfully enacted City Processing Fees required for Subsequent Project Approvals, including application, inspection and monitoring fees, fees for staff and consultants used by the City in connection with processing permit and other approvals, and fees for preparation of environmental analysis under CEQA, which are in force and effect on a city-wide basis and are in compliance with Government Code Section 66014.

2.14.2.3 Other Agency Impact Fees. Notwithstanding the provisions of **Section 2.14.2**, Developer shall be obligated to pay school impact fees imposed pursuant to the provisions of Government Code 65995 through 65996 and Education Code sections 17620 through 17626 and traffic impact fees imposed by the Transportation Agency for Monterey County (TAMC), in addition to whatever other agency impact fees may be imposed and applicable to the Project through the Term of this Agreement. Such fees shall be payable upon issuance of building permits, or at such other time as may be negotiated with the applicable agency.

2.14.2.4 Exactions. Except as expressly provided in this Agreement or mandated by state or federal law, the City shall not impose any additional development impact fees or charges or require any additional dedications or improvements through the exercise of the police power or otherwise, with the following exception: The City may impose reasonable additional fees, charges, dedication requirements as conditions of the City's approval of an amendment to the (i) Project Approvals, (ii) Subsequent Project Approvals, or (iii) this Agreement, which amendment is either requested by the Developers or agreed to by the Developers; and

2.14.3 Mitigation Measures. Nothing contained in this Agreement shall relieve Developer of the obligation to implement feasible mitigation measures identified in the Project EIR for the purpose of mitigating or avoiding significant environmental effects of the Project; provided, however, that City retains the authority to adopt substituted measures or findings of overriding circumstances as provided by CEQA and

the CEQA Guidelines.

2.14.3.1. Agricultural Mitigation. The City's Agricultural Land Preservation Program (ALPP) was adopted on April 8, 2008 (Resolution No. 19422). The WASP, as part of the Salinas Future Growth Area Annexation and Sphere of Influence (SOI) Area, is a "GSA-MOU identified growth area" as defined in the ALPP. Developers shall comply with the ALPP as described in Section 9.5 of the Specific Plan. As set forth in Section 9.3 of the Specific Plan, the Developers will not be required to establish agricultural mitigation easements for the lands within the Project area and will be required to pay an agricultural land mitigation fee in the amount of \$750 per acre of converted land designated by the California Department of Conservation's Farmland Mapping and Monitoring Program as "Prime" or "of Statewide Importance" (Designated Farmland).

2.14.4. Drainage/Stormwater. The City and the Developers acknowledge and agree that the analysis, plans, policies and design of the drainage and stormwater management facilities of the Specific Plan conform with or exceed the requirements of the (stormwater management plan in effect as of the Effective Date). The City and the Developers further acknowledge that the storm water requirements and stormwater fees imposed upon development and redevelopment projects, as well as to individual properties, in the city change from time-to-time and that the Project will be subject to whatever storm water requirements, storm water programs and utilities, and stormwater fees are in effect as of the date of application for a Project Approval or a Subsequent Project Approval. Developer shall implement the drainage and stormwater management policies of the Specific Plan in phases as provided in **Section 8.3** of the Specific Plan.

2.14.5. Reimbursement Ordinance. On June 3, 2014, the City adopted an ordinance to provide for the establishment of one or more zones of benefit and the reimbursement for costs incurred in connection with the annexation and entitlement of lands in the North of Boronda Future Growth Area (Ordinance No. 2549, the "Reimbursement Ordinance")

2.14.6. Installation of Improvements; Inspections. In any instance where a Developer is required to install improvements that are subject to inspection and approval by the City, Developer shall obtain City approval of the plans and specifications, and provided Developer has supplied all information required by the City, the City shall promptly review and act on the application for such approval in a diligent manner in accordance with law. The commentary on plans shall specify the changes required to comply with City regulations. Developer shall correct the plans as requested

or shall explain in writing why any changes were not made, or deviated from the changes requested by the City.

2.15. Significant Actions by Third Parties Necessary for Approval. At Developer's sole discretion, but consistent with the Project Approvals, Developer may apply for such other permits, grants of authority, agreements, and other approvals from other private, public and quasi-public agencies, organizations, associations or other public entities as may be necessary to the development of, or the provision of services and facilities to, the Project. The City shall cooperate with Developer in its endeavors to obtain such permits and approvals.

2.16. Cooperation of Parties. Each of the Parties shall act toward each other and the tasks necessary or desirous to the Project in a fair, diligent, expeditious and reasonable manner (except in those cases where a Party is given sole discretion under this Agreement), and no Party shall take any action that will unreasonably prohibit, impair or impede the other Party's exercise or enjoyment of its rights and obligations secured through this Agreement. This agreement to cooperate shall not require either Party to incur any un-reimbursed expenses.

2.17. Developer's Right to Rebuild. City agrees that Developer may renovate or rebuild portions of the Project within the Term of this Agreement should it become necessary due to fire, earthquake, or other natural disaster or changes in seismic requirements. Such renovations or reconstruction shall be processed as a Subsequent Project Approval. Any such renovation or rebuilding shall be subject to all design, density and other limitations and requirements imposed by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA.

2.18. Fiscal Neutrality. The Fiscal Impact Report was prepared to summarize, among other things, estimated costs associated with providing required public services to, and the revenues generated by, the Project. Based upon the findings of the Fiscal Impact Report, the City has determined that the economic impact of the Project on the City will be fiscally positive. The conclusions of the Fiscal Impact Report are predicated among other things on the following assumptions regarding the shared responsibilities for ownership and maintenance of infrastructure between the City and the West Area of the Future Growth Area:

2.18.1 Construction and Dedication of Streets. The Developer shall construct or install all improvements within the City-maintained areas described in **Section 2.18.1** above. If Developer installs landscaping within the City-maintained areas,

Developer shall maintain such landscaping in a healthy weed-free condition for one year following the City acceptance of the Project improvements. Developer shall dedicate such landscaped areas to the City.

2.19 Landscaping and Lighting Maintenance District. A Landscaping and Lighting Maintenance District (“LLMD”) will be established by the City in connection with the development of the West Area to reimburse the City for the costs of maintenance performed by the City within the public areas of the Project, including but not limited to the following maintenance tasks:

- (a) Maintenance of public parks less than two (2) acres in size.
- (b) Operation and maintenance (including replacement as needed) of all street path lighting.
- (c) Maintenance of all low-impact development (LID) areas within public streets, parcels, and rights-of-way, and in supplemental detention and retention basins (open space).
- (d) Slurry coating of all interior streets and alleys every 5-7 years, depending on the deterioration of the asphalt as determined by the Public Works Director or his designee.
- (e) Maintenance of all traffic calming devices, such as the center median islands, roundabouts, bulb-outs, and traffic circles, including landscaping.
- (f) Maintenance and replacement of the public paths, street trees, decorative street furniture, and traffic/street signs.
- (g) Maintenance of the landscaping and the walls within the abutting half of the right-of-way of the arterial streets surrounding the West Area.
- (h) Maintenance of alleys (including paving) and the adjacent landscaping within alley rights-of-way and/or easements.
- (i) Maintenance of landscaping located within the public right-of-way of the southerly greenway street/path and landscape easement.

The LLMD shall be established in phases on a subdivision-by-subdivision basis in conjunction with the review and approval of individual tentative subdivision maps. Prior to establishment of the LLMD the Developers shall provide all of such maintenance

work. Developers shall maintain all areas of the LLMD until such time as the City reasonably determines there is sufficient residential development within the Project to support the City's costs of such maintenance.

2.20 Completion of Improvements. The City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model homes). However, the Parties acknowledge that some of the backbone improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all backbone infrastructure improvements required to service such portion of the Property in accordance with the Project Approvals and Subsequent Project Approvals shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes). Provided, however, the Community Development Director may approve the issuance of building permits prior to completion of all such backbone improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the City Engineer or the Developer has entered into an agreement with the City as provided in Section 66462 of the California Government Code, and that the Developer's performance to complete all of the backbone infrastructure is secured in the manner provided in Chapter 5 of the Subdivision Map Act (beginning with Section 66499).

2.21 Obligations of the Developers. The Developers shall develop the Property in accordance with and subject to the terms and the conditions of this Agreement, the Project Approvals, and the Subsequent Project Approvals, if any, and any amendments to the Project Approvals or this Agreement as may, from time to time, be approved pursuant to this Agreement. The failure of a Developer to comply with any term or condition of or fulfill any obligation of the Developers under this Agreement, the Project Approvals or the Subsequent Project Approvals or any amendments to the Project Approvals or to this Agreement as may have been approved pursuant to this Agreement, shall constitute a default by that Developer under this Agreement. An individual Developer's default under this Agreement shall not affect the rights or the obligations of the other non-defaulting Developers who have entered into this Agreement.

Except as otherwise provided herein, the Developers shall be responsible, at their sole cost and expense, to make the contributions, improvements, dedications, and conveyances set forth in this Agreement and the Project Approvals.

SECTION 3
AMENDMENT OF AGREEMENT
AND SUBSEQUENT APPROVALS

3.1. Amendment of This Agreement. This Agreement may be amended from time to time in accordance with the Development Agreement Statute, only upon the mutual written consent of the City and Developer.

3.1.1. Major Amendments and Minor Amendments. Any amendments to this Agreement which affects or relates to (a) the Term of this Agreement, (b) permitted uses of the Property, (c) provisions for the reservation or dedication of land, (d) conditions, terms, restrictions, or requirements for subsequent discretionary action, (e) the density or the intensity of use of the Property or the maximum height or gross square footage of proposed non-residential buildings, or (f) monetary contributions by the Developers, shall be deemed a “Major Amendment” and shall require giving notice and a public hearing before the Planning Commission and the City Council. Any amendment which is not a Major Amendment shall be deemed a “Minor Amendment.”

The Parties acknowledge that refinement and further implementation of the Project may demonstrate that certain minor changes may be appropriate with respect to the details and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Agreement. If and when the Parties find that clarifications, minor changes, or minor adjustments are necessary or appropriate and do not constitute a Major Amendment, they shall effectuate such clarifications, minor changes, or minor adjustments through a written Minor Amendments approved in writing by the Developers and the City Manager. Unless otherwise required by law, no such Minor Amendment shall require prior notice or hearing, nor shall it constitute an amendment to this Agreement.

The City Attorney shall have the authority to determine if an amendment is a Major Amendment or a Minor Amendment. The City Attorney’s determination may be appealed to the City Council.

3.2 Amendment of Project Approvals. The Project Approvals from time to time, may be modified in the following manner:

3.2.1. Amendment to this Agreement Not Contemplated. Subsequent Project Approvals and (except as expressly provided below) modifications to Project Approvals shall not require an amendment to the terms of this Agreement, and the terms

of this Agreement shall apply to all Subsequent Project Approvals and amendments to modifications to Project Approvals, without any further action of the Parties.

3.2.2. Determination of Need for an Amendment. Upon the written request of the Developer, the City Attorney shall determine whether any requested modification of the Project Approvals requires an amendment to the terms of this Agreement. If the City Attorney finds that the proposed modification does not result in a material change to the terms of this Agreement, the modification shall be approved administratively as a Minor Revision as provided in **Section 9.7.1** of the Specific Plan without amendment of this Agreement.

3.2.3. Processing of Amendments. Any request by the Developer for a modification of the Project Approvals that is determined by the City Attorney to require an amendment to this Agreement shall be processed as an amendment to this Agreement in accordance with the Development Agreement Statute and **Section 9.7.2** of the Specific Plan..

3.2.4. Administrative Approval of Minor Revisions. Minor modifications to Project Approvals that do not materially change the character of the Project, such as minor adjustments in location or area that do not increase the overall size of the Project site, minor changes in the location of buildings, substitution of custom homes in the place of pre-designed homes, or the area designated for year-round outdoor/sidewalk/parking lot display by the anchor tenant, design and architectural details, floor plan or landscaping, as well as modifications listed in **Section 9.7.1** of the Specific Plan, do not require amendment of this Agreement, and shall be approved administratively through the building permit process without the necessity of notice, hearing, CEQA review, separate application or process.

3.2.5. CEQA Review. The City has conducted extensive environmental review of the Project Approvals and has certified the West Area Specific Plan Final Environmental Impact Report (the "Project EIR") pursuant to the requirements of CEQA. To the maximum extent permitted by law, the City shall process Subsequent Project Approvals under the existing CEQA approvals (or as an addendum or supplement to the existing CEQA approvals) and shall not require further CEQA action unless such additional review is legally mandated under the CEQA Guidelines. The Parties acknowledge that certain discretionary Subsequent Project Approvals, if any, may be legally required to be subject to additional review under CEQA. The City shall process all documents required under CEQA for the Project. Notwithstanding any other provision of this Agreement, nothing contained in this Agreement is intended to limit or restrict the discretion of the City to take any appropriate action as may be required by November 26, 2019

CEQA with respect to any such discretionary Subsequent Project Approvals. The Developers are responsible for all costs associated with any additional CEQA review required for Subsequent Project Approvals, including the payment of recording fees (if any) and the Notice of Determination Fee or Notice of Exemption Fee, as applicable.

SECTION 4 DEFAULT, REMEDIES, TERMINATION

4.1 Defaults.

4.1.1 Except for Non-curable Defaults, any failure by the City or Developer to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party (unless such period is extended by written mutual consent), shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which such alleged failure may be satisfactorily cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, the default shall continue and no additional cure period shall be provided. If the alleged failure is cured, then no default shall exist and the noticing Party shall take no further action. If the alleged failure is not cured, then a default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available under **Section 4.3**.

4.1.2 Any Assignment or other transfer in violation of **Section 5** shall be considered a Non-curable Default.

4.1.3 No failure or delay in giving notice of default shall constitute a waiver of default; provided, however, provision of notice and opportunity to cure shall nevertheless be a prerequisite to the enforcement or correction of any Default.

4.2 Actions During Cure Period. During any cure period specified under **Section 4.1.1** and during any period prior to delivery of any notice of default, the Party charged shall not be considered in default for purposes of this Agreement. If there is a dispute regarding the existence of a default, the Parties shall otherwise continue to perform their obligations hereunder, to the maximum extent practicable in light of the disputed matter and pending its resolution or formal termination of the Agreement as provided herein.

4.3 Remedies for Non-Defaulting Party.

4.3.1 In the event either Party is in default under the terms of this Agreement, subject to any applicable requirements of **Section 4.4**, the other Party may elect to pursue any of the following courses of action: (i) waive such default; (ii) pursue administrative remedies as provided in this Agreement; and (iii) pursue any judicial remedies available.

4.3.1.1 Developers' Default; Enforcement. No building permit shall be issued or building permit application accepted for the building shell of any structure on the Property if the permit applicant owns or controls any property subject to this Agreement and if such applicant or any entity or person controlling such applicant is in default under the terms and the conditions of this Agreement unless such default is cured or this Agreement is terminated. The Developer shall cause to be placed in any covenants, conditions, and restrictions applicable to the Property, or in any ground lease or conveyance thereof, express provision for an owner of the Property, lessee or City acting separately or jointly to enforce the provisions of this Agreement and to recover reasonable attorneys' fees and costs for such enforcement.

4.3.2 Unless otherwise provided in this Agreement, either Party, in addition to any other rights or remedies, may institute legal action to cure, correct, or remedy any default by the other Party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder or to seek specific performance.

4.4 Dispute Resolution; Legal Action.

4.4.1 Mediation. Except as otherwise provided herein, no action or proceeding with respect to any dispute, claim or controversy arising out of or relating to this Agreement ("**Dispute**") may be commenced until the matter has been submitted to mediation. Either Party may commence mediation by providing to the other Party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The Parties shall cooperate with one another in selecting a mediator and in scheduling the mediation proceedings in Monterey County (unless otherwise agreed by the Parties). The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise

admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either Party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action or proceeding with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action or proceeding, if the Parties so desire. The provisions of this **Section 4.4.1** may be enforced by any court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the Party against whom enforcement is ordered.

4.4.2 If the mediation required under the provisions of this Agreement has not resolved the Dispute any Party to this Agreement may then commence an action or proceeding relating to a Dispute. Jurisdiction over any such dispute(s) shall be had in Monterey County or in the appropriate federal court with jurisdiction over the matter.

4.5 Annual Review.

4.5.1 Each year during the Term of this Agreement beginning on or about the first anniversary date of the execution of this Agreement, the City shall review the extent of good faith compliance by Developers with the terms of this Agreement. This review shall be conducted by the Community Development Director and shall be limited in scope to compliance with the terms of this Agreement pursuant to the Development Agreement Statute.

4.5.2 A finding by the Community Development Director of good faith compliance by Developers with the terms of this Agreement, or a lack of a finding to the contrary, shall conclusively determine such good faith compliance up to and including the date of such review.

4.5.3 The burden of proof, by substantial evidence, of good faith compliance shall be upon the Developers. The Developers shall provide the evidence determined to be necessary by the City Attorney to demonstrate good faith compliance with the provisions of this Agreement. The Community Development Director may conduct the annual review notwithstanding the Developers' failure to submit the written request or to provide substantial evidence of compliance. Costs reasonably incurred by the City in connection with the annual review and any related hearing shall be paid by the Developers in accordance with the City's schedule of fees in effect at the time of the review. If, following such review, the Community Development Director is not satisfied

that the Developers have demonstrated good faith compliance with all the terms and the conditions of this Agreement, the Community Development Director may refer the matter along with her or his recommendation to the City Council. Similarly, in the event the Developers disagree with the Community Development Director's determination of non-compliance with all the terms and the conditions of this Agreement, the Developers may appeal the Community Development Director's determination to the City Council to determine whether the Developers are in compliance.

4.5.4 With respect to each year for which an annual review of compliance with this Agreement is conducted, upon request of Developers (or any of them), the City shall provide Developer with a written "**Notice of Compliance**," or, based on substantial evidence of a material failure of Developer to comply in good faith with the terms of this Agreement after notice and a reasonable opportunity to Developer to cure such failure, "**Notice of Non-compliance**," as applicable, duly executed and acknowledged by the City. Either Party shall have the right to record any such notice.

4.5.5 Failure by the Developers (or any of them) to request review under this **Section 4.5** or failure of City to initiate review under this **Section 4.5** shall not invalidate any provisions of this Agreement or constitute a default hereunder.

4.6 Force Majeure Delay, Extension of Times of Performance.

4.6.1 In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to a Force Majeure Event.

4.6.2 Any Party claiming a delay as a result of a Force Majeure Event shall provide the other Party with written notice of such delay, the reason for the delay and an estimated length of delay. Upon the other Party's receipt of such notice, the period of time for performance of any obligation or duty shall be automatically extended for the period of the Force Majeure Event, unless the other Party objects in writing within thirty (30) days after receiving the notice. In the event of such objection, the Parties shall meet and confer within thirty (30) days after the date of objection to arrive at a mutually acceptable solution to the disagreement regarding the delay. If no mutually acceptable solution is reached at the conclusion of the meet and confer session(s), either Party may initiate dispute resolution proceedings as set forth in **Section 4.4** of this Agreement. During the period of any Force Majeure Event extension, the Parties shall use their best efforts to minimize potential adverse effects resulting from the Force Majeure Event.

4.7 Legal Challenge by Third Party.

4.7.1 It is specifically understood and agreed by the Parties that the Project contemplated by this Agreement is a private development, that the City has no interest in or responsibility for or duty to third persons concerning any of said improvements, except for those improvements that are accepted by the City for maintenance and responsibility, and that the Developers shall have the full power over and exclusive control of the Property subject only to the limitations and the obligations of the Developers under this Agreement.

4.7.2 In the event of any administrative, legal or equitable action or other proceeding instituted by any person, entity or organization (not a Party to this Agreement) challenging the validity or enforceability of this Agreement, the Parties shall cooperate with each other in the defense of any such challenge, provided such cooperation shall not extend to payment of funds or expenses in defending such challenge unless agreed by the cooperating Party.

4.7.3 Developer shall indemnify, defend and hold harmless the City, its officers, agents, employees, officers from any claim, action or proceeding brought by a third party within the applicable statute of limitations (i) challenging the validity of this Agreement or seeking to attack, set aside, void or annul any action, decision or approval taken by the City pursuant to this Agreement, (ii) any development of the Property during the term of this Agreement or the Project Approvals, (iii) any actions or inactions by the Developers (or any of them) or their contractors, subcontractors, agents, or employees in connection with construction of the improvement of the Property and the Project, or (iv) seeking damages which may arise directly or indirectly from the negotiation, formation, execution, enforcement or termination of this Agreement. Nothing in this Section shall be construed to mean that Developer shall hold the City harmless or defend it to the extent that such claims, costs or liability arise from, or are alleged to have arisen from, the sole negligence or willful misconduct of the City. The City shall cooperate with Developer in the defense of any matter in which Developer is defending or holding the City harmless and for such purpose Developer shall retain competent legal counsel approved by the City, which approval shall not be unreasonably withheld or delayed; provided, however, that the City and the Developers shall each bear their own respective costs, if any, arising from such defense. The City shall promptly notify the Developers of any such claim, action or proceeding. If the City fails to promptly notify the Developers of any such claim, action or proceeding, or if the City fails to cooperate fully in the defense, the Developer shall not thereafter be responsible to defend, indemnify or hold harmless the City. Nothing contained in this Agreement

prohibits the City from participating in the defense of any claim, action or proceeding if the City bears its own attorney's fees and costs, and the City defends the action in good faith.

4.8 Estoppel Certificate.

4.8.1 Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party:

4.8.1.1 This Agreement is in full force and effect, and unless otherwise indicated has not been amended.

4.8.1.2 To best of knowledge, the Party requesting such certificate is not in default of the performance of its obligations under this Agreement, or alternatively, if a default exists or notice of default has been given, the nature and amount of any such defaults.

4.8.2 A Party receiving a request hereunder shall execute and return such certificate within twenty (20) business days following the receipt thereof. The Parties acknowledge that any certificate given hereunder may be relied upon by any governmental agency, any assignee, and other persons having an interest in the Project, including holders of any deed of trust. The City Manager shall be authorized to execute any such certificate for the City, unless otherwise directed by the City Council.

4.9 Termination of Agreement. This Agreement is terminable by mutual written consent of the Parties, and such termination shall not require or be contingent upon the approval or consent of any other person or entity. Any obligations of indemnification and defense relating to matters arising before termination of this Agreement shall survive termination of this Agreement. Any unused fees, fee credits or deposits shall be refunded to Developers forthwith. Any one or more of the Developers may terminate this Agreement upon the City's mutual written consent. In the event any one or more of the Developers so terminates this Agreement with respect to their portion of the Property, the rights and obligations of the remaining Developers under this Agreement shall not be effected and this Agreement shall remain in full force and effect as to those remaining Developers.

4.9.1 Except as otherwise set forth in this Agreement, if this Agreement is terminated by mutual written consent of the Parties, neither Party shall have any further rights or obligations under this Agreement. Subject to **Section 4.9.3**, each Party

understands that it may have sustained damages that arise, or may arise out of, or relate to the termination of this Agreement that may not be apparent and that are presently unknown. Each Party waives, with respect to termination of this Agreement by mutual written consent of the Parties, any claims for all such damages. The waivers and releases in this Agreement include waivers and releases of any claims for unknown or unanticipated injuries, losses, or damages arising out of or relating to termination of this Agreement by mutual written consent of the Parties.

4.9.2 Subject to **Section 4.9.3**, each Party waives, with respect to termination of this Agreement by mutual written consent of the Parties, all rights or benefits that it has or may have under Section 1542 of the California Civil Code to the extent it would otherwise apply. Section 1542 reads as follows:

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

4.9.3 Nothing herein contained shall release or excuse Developer in the performance of its obligations to indemnify and defend the City as provided in this Agreement.

4.10 Limitation on Legal Actions. In no event shall the City, or its officers, employees, or agents be liable in damages for any breach or violations of this Agreement, it being expressly understood and agreed that the Developers sole legal remedy for a breach or a violation of this Agreement by the City shall be a legal action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Agreement.

SECTION 5 ASSIGNMENTS

5.1 Limitation As To Assignment. Except as permitted by **Sections 5.2 and 5.3** of this Agreement, Developer shall not assign, or attempt to assign or otherwise transfer this Agreement or any right herein (each referred to as an “**Assignment**”) in whole or in part, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City may refuse to give its consent only if, in light of the proposed assignment and financial resources, such assignee would not in the City’s reasonable opinion be able to perform the obligations proposed to be assumed by such assignee. The Developers acknowledge that the identity, make-up and

proposal of the Developers are of particular concern to the City and it is because of these matters that the City has entered into this Agreement.

5.2 Permitted Assignment. The prior written approval of the City shall not be required for the following Assignments:

5.2.1 Any Assignment to one or more Affiliates of Developer; or

5.2.2 The merger, consolidation, restructuring or sale of substantially all of the assets of Developer or of any Affiliate; or

5.2.3 The assignment to any trustee by way of a deed of trust in favor of holder or beneficiary under such deed of trust, or the absolute or collateral assignment, pledge, grant or transfer to such holder, of the Developer's right, title and interest in, to and under this Agreement for the purpose of creating an encumbrance on or security interest in such interest, or to or by any such holder or other purchaser in connection with its acquisition of the Project Site by foreclosure or deed in lieu of foreclosure; or

5.2.4 The sale of individual parcels to third parties (provided, however, that such parcels shall be subject to the Specific Plan and Project Approvals).

5.3 Assumption of Assigned Obligations. As a condition to any Assignment under this Agreement, any person or entity accepting such Assignment ("Assignee") shall assume all of the obligations of this Agreement as they pertain to the portion of the Property being transferred to the Assignee. The assumption shall be on a form acceptable to the City and following the Assignment shall be recorded on the portion of the Property transferred. This requirement shall apply whether or not the transfer requires approval of the City.

5.4 Release of Developer. Upon the effectiveness of any Assignment and assumption of Developer's obligations by any Assignee, the Developer shall be fully relieved and released of each of its duties and obligations with respect to the portion of the Property transferred to the transferee from and after the date of such transfer, except as to those obligations of Developer under this Agreement, Project Approvals or Applicable City Regulations that affect more than the portion of the Property being transferred.

5.5 Successive Assignment. In the event of any Assignment under the provisions of this **Section 5**, the provisions of this **Section 5** shall apply to each successive Assignment and Assignee. The Developer's obligations under this Agreement with respect to the portion of the Property transferred which are to be assumed by the

November 26, 2019

Assignee shall be set out in substantially the form of the Assignment and Assumption Agreement.

5.6 Unapproved Transfers Void. Any Assignment, or attempted Assignment, that is not approved by the City as required under this **Section 5**, or that is inconsistent with the provisions of this **Section 5**, shall be unenforceable and void and shall not release Developer from any rights or obligations hereunder.

SECTION 6 GENERAL PROVISIONS

6.1 Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure. The Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Project, or any part thereof or interest therein, whether or not said mortgage or deed of trust is subordinated to this Agreement, but, the terms, conditions, covenants, restrictions and reservations of this Agreement shall be binding and effective against the holder of any such mortgage or deed of trust or any owner of the Project, or any part thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

6.2 Covenants Binding on Successors and Assigns. This Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein, and shall inure to the benefit of the Parties and their respective successors (by merger, consolidation or otherwise) and assigns.

6.3 Covenants Run With Land. The provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to Section 1468 of the Civil Code of the State of California. Each covenant to do or refrain from doing some act on the Property which is for the benefit of the Property or shall constitute a burden upon the Property, as applicable, shall run with the land, and is binding upon each Party and each successive owner during its ownership of the Property, or any portion thereof.

6.4 Bankruptcy. The obligations of this Agreement shall not be dischargeable in Bankruptcy.

6.5 Reimbursement of Development Agreement Costs and Fees. Prior to the City's issuance of any Subsequent Project Approvals, the Developers shall reimburse the City for all its reasonable and actual costs, fees, and expenses incurred in drafting, reviewing, revising, and processing this Agreement, including, but not limited to, recording fees, ordinance publication fees, staff time in preparing staff reports, and staff time, including legal counsel and special counsel fees, for preparation and review of this Agreement and changes requested by the Developers (or any of them). Exhibit F.

6.6 Reimbursement of Annexation Costs and Fees. Prior to the City's issuance of any Subsequent Project Approvals, the Developers shall reimburse the City for all its reasonable and actual costs, fees, and expenses incurred in relation with the annexation of the Property into the City including, but not limited to, staff time, legal counsel fees, consultant fees, and publication fees. Exhibit G.

6.7 Preamble, Recitals, Exhibits. References herein to "**this Agreement**" shall include the Preamble, Recitals and all of the exhibits of this Agreement.

6.8 Attorneys Fees. Should any legal action or proceeding be brought by either Party regarding any matter arising out of or relating to this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorneys' fees actually incurred, court costs, and such other costs as may be determined by the court.

6.9 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a separately undertaken private development and Developer shall have full power over and exclusive control of the Project subject only to the limitations and obligations of Developers under this Agreement and the Project Approvals and Subsequent Project Approvals. No partnership, joint venture, agency or other association of any kind between Developers and the City is formed by this Agreement. The only relationship between the City and Developer is that of a governmental entity regulating development and the owner of the Project.

6.10 Construction. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter and vice versa.

6.11 Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered, mailed by certified mail, return receipt requested, or delivered by reliable overnight courier, to the respective Party as follows:

If to City:

City of Salinas
200 Lincoln Avenue
Salinas, CA 93901
Attn: City Manager

With a Copy To:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, CA 93901
Attn: City Attorney

And

Community Development Director
City of Salinas
65 West Alisal, 2nd Floor
Salinas, California 93901

If to Developer:

Rexford Title, Inc.
Attention: Mark Kelton
2716 Ocean Park Blvd., Suite 3006
Santa Monica, CA 90405

Ray Harrod, Jr.
365 Victor Street, Suite S
Salinas, CA 93907

Patricia Jane Bondesen
Three Ravine Way
Kentfield, CA 94904

RCS Salinas Investment I, LLC
Attention: Joseph Rivani
3470 Wilshire Blvd. Suite 1020
Los Angeles, CA 90010

November 26, 2019

Alvin C. and Karen Rae Mortensen
27840 Mesa Del Toro Road
Salinas, CA 93908

Ann Aaore
[We need the contact information]

With a Copy To:
Brian Finegan
Attorney at Law
P. O. Box 2058
Salinas, CA 93902

A notice shall be effective on receipt. Any Party may change the address stated herein by giving written notice to the other Party, and thereafter notices shall be addressed and transmitted to the new address. Any notice given to the Developer as required by this Agreement shall also be given to any lender which provides written request to City for notice.

6.12 Invalidity of Agreement; Severability. If this Agreement shall be determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment.

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case either Party may terminate this Agreement by providing written notice thereof to the other. In the event of such termination, the provisions of **Section 4.9** relating to termination of the Agreement by mutual written consent of the Parties shall apply. Without limiting the generality of the forgoing, no judgment determining that a portion of this Agreement is unenforceable or invalid shall release Developer from its obligations to indemnify the City under this Agreement.

6.13 Applicable Law; Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement

shall be filed and heard in a court of competent jurisdiction in Monterey County. The Developers acknowledge and agree that the City has approved and has entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity or the meaning of this Agreement shall be that accorded legislative acts of the City.

6.14 Waivers. No waiver of any obligations under this Agreement shall be enforceable or admissible unless set forth in a writing signed by the Party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly set forth in such writing. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

6.15 Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and the City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

6.16 Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

A-1	Map of West Area of Future Growth Area
A-2.1	Map of Rexford Property
A-3.1	Map of Bondesen Property
A-4.1	Map of Mortensen Property
A-5.1	Map of Harrod Property
A-6.1	Map of Global Property
A-7.1	Map of Kantro Property
B	Exactions Applicable to the Project E
Table 1 to Exhibit B	Development Impact Fees
C	Regulations Applicable to the Project
D	Boronda Road (WASP Project Buildout)

E	Inclusionary Housing Ordinance and Guidelines
F	Development Agreement Costs and Fees
G	Annexation Costs and Fees

6.17 Interpretation. This Agreement has been drafted jointly, and reviewed by the Parties and their attorneys and, therefore, shall not be construed in favor of or against a Party that may have drafted any particular term or provision. Prior versions or drafts of this Agreement shall not be used to interpret the meaning or intent of this Agreement or any provision hereof.

6.18 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties concerning the subject matter hereof. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiation or previous agreements between the Parties with respect to all or any part of the subject matter hereof. To the extent that there are conflicts or inconsistencies between this Agreement and any prior agreement, the provisions of this Agreement shall prevail.

6.19 Further Assurances and Acts. Each Party shall perform all acts and execute all documents and instruments that may be necessary or convenient to carry out its obligations under this Agreement.

6.20 Signatures; Signature Pages; Execution in Counterparts. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective individuals or legal entities of the Developers and of the City. This Agreement shall inure to the benefit and be binding upon the Parties hereto and their respective successors and assigns. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

6.21 Time of the Essence. Time is of the essence in the performance of each Party's respective obligations under this Agreement.

6.22 No Third Party Rights. Nothing in this Agreement, whether express or implied, is intended to or shall do any of the following:

(a) Confer any benefits, rights or remedies under or by reason of this Agreement on any persons other than the express Parties to it;

(b) Relieve or discharge the obligation or liability of any person not an express Party to this Agreement;

(c) Give any person not an express party to this Agreement any right of subrogation or action against any Party to this Agreement.

IN WITNESS WHEREOF, the City and Developers have executed this Agreement as of the date first hereinabove written.

"City":

CITY OF SALINAS,

a municipal corporation

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

"Developers":

Rexford Title, Inc.

A California corporation

By: _____
Its: _____

By: _____
Its: _____

Patricia Jane Bondesen

Alvin C. Mortensen, Trustee

Karen Rae Mortensen, Trustee

Ray Harrod, Jr.
d/b/a Harrod Construction Company

RCS Salinas Investment I LLC
A California limited liability company

By: _____
Manager

Ann Aaroe
An Individual and Successor Trustee of
the Deon Kantro Trust

Ann Aaroe, An Individual

Ann Aaroe, Successor Trustee

APPROVED AS TO FORM:

Michael Harrington, Esq.
Finegan & Harrington, LLP

DRAFT

EXHIBIT A-1
MAP OF WEST AREA

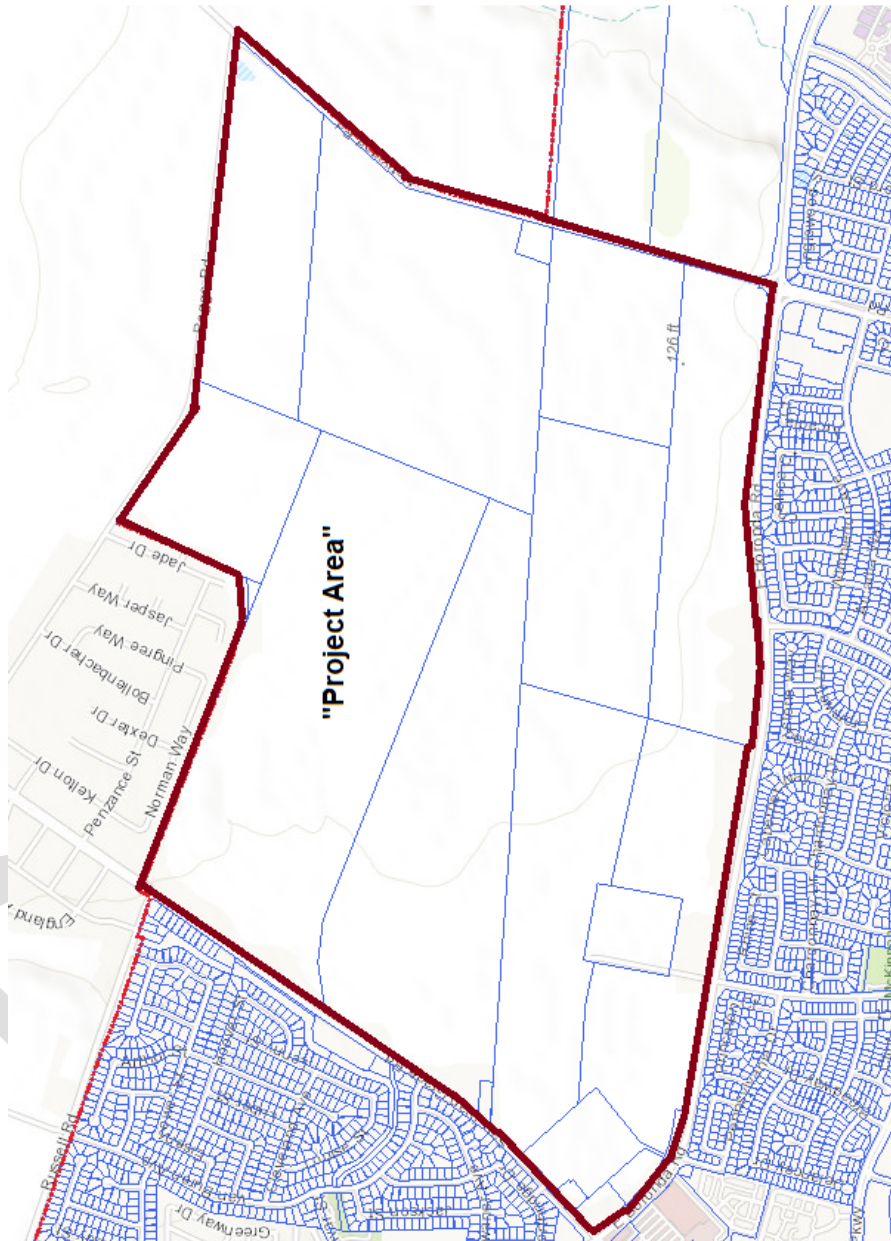


EXHIBIT A-2
MAP OF REXFORD PROPERTY

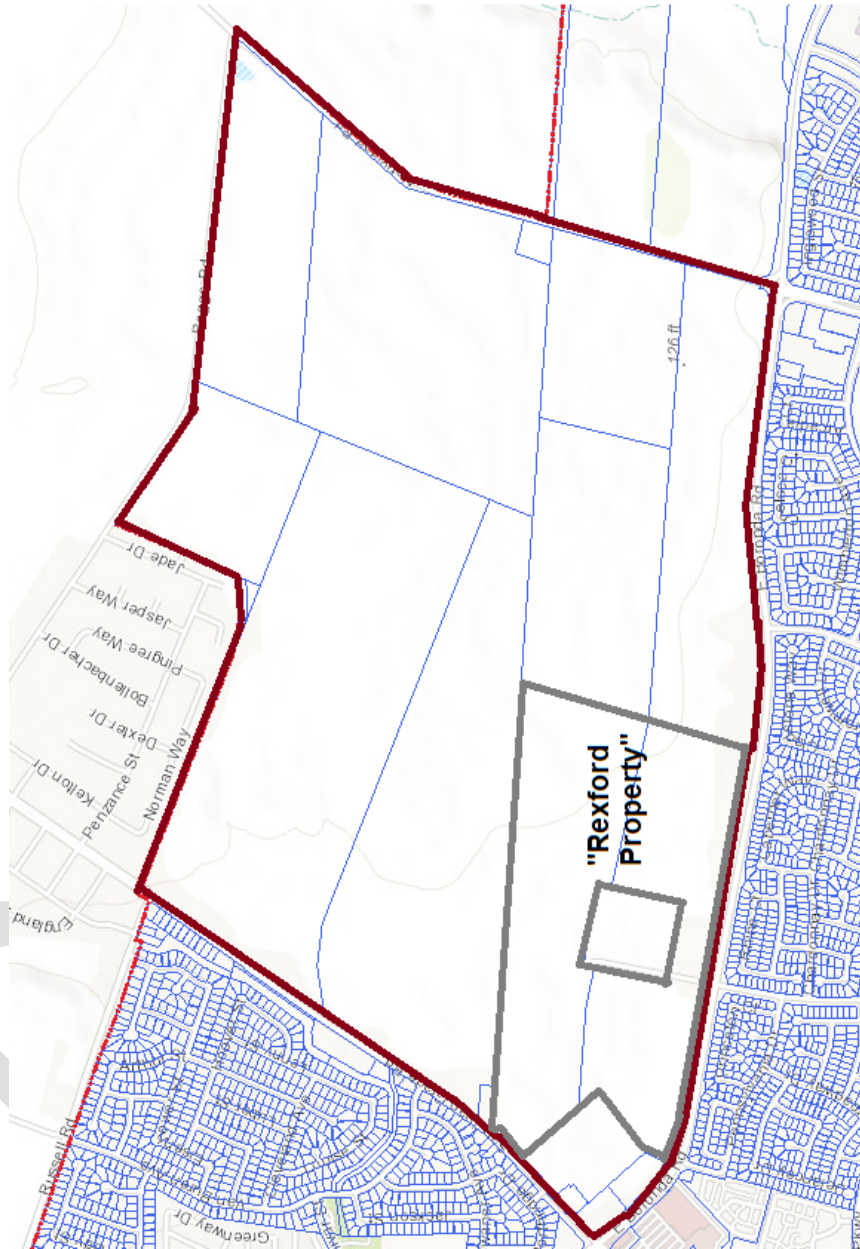


EXHIBIT A-3
MAP OF BONDESEN PROPERTY

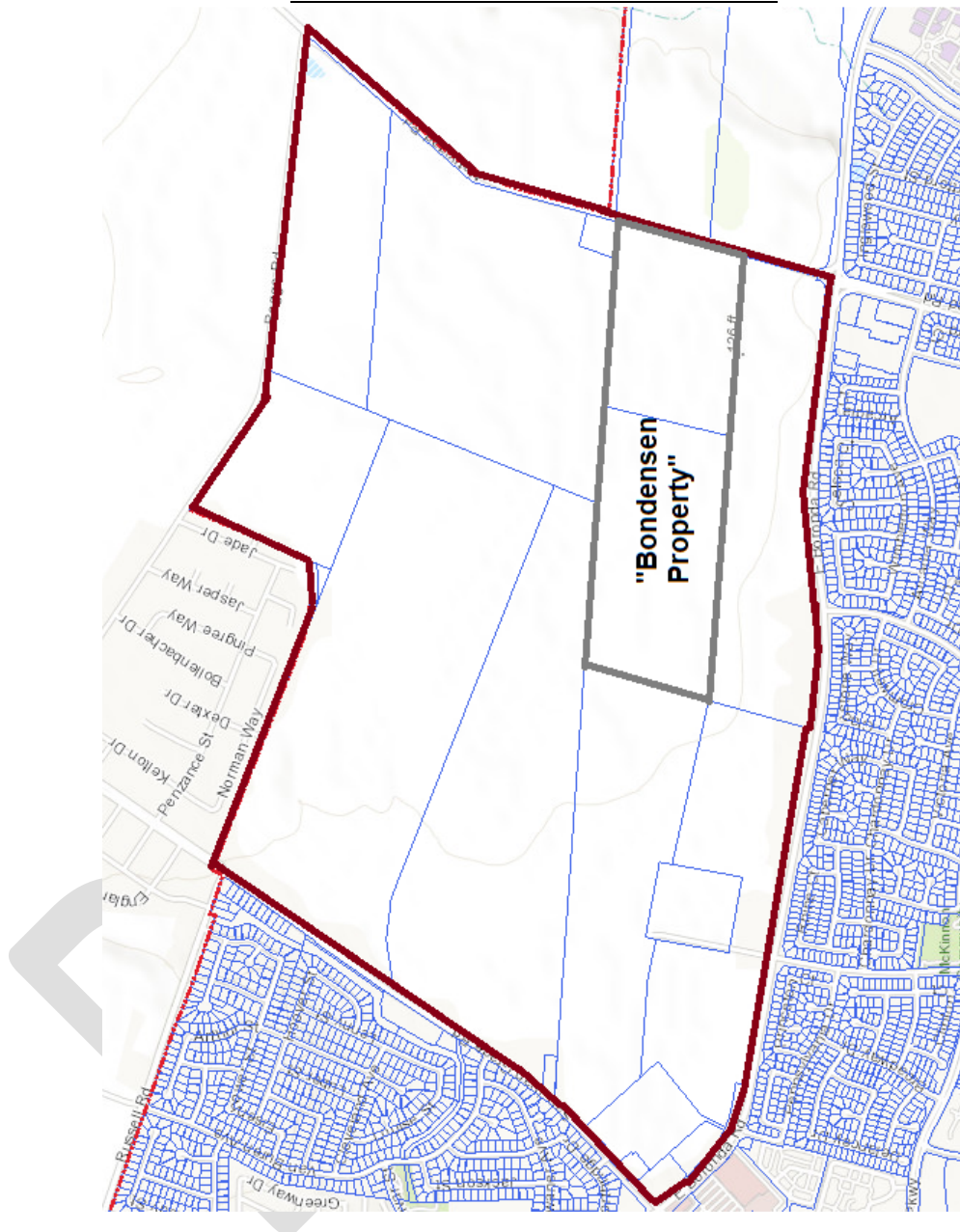


EXHIBIT A-4
MAP OF MORTENSEN PROEPRTY

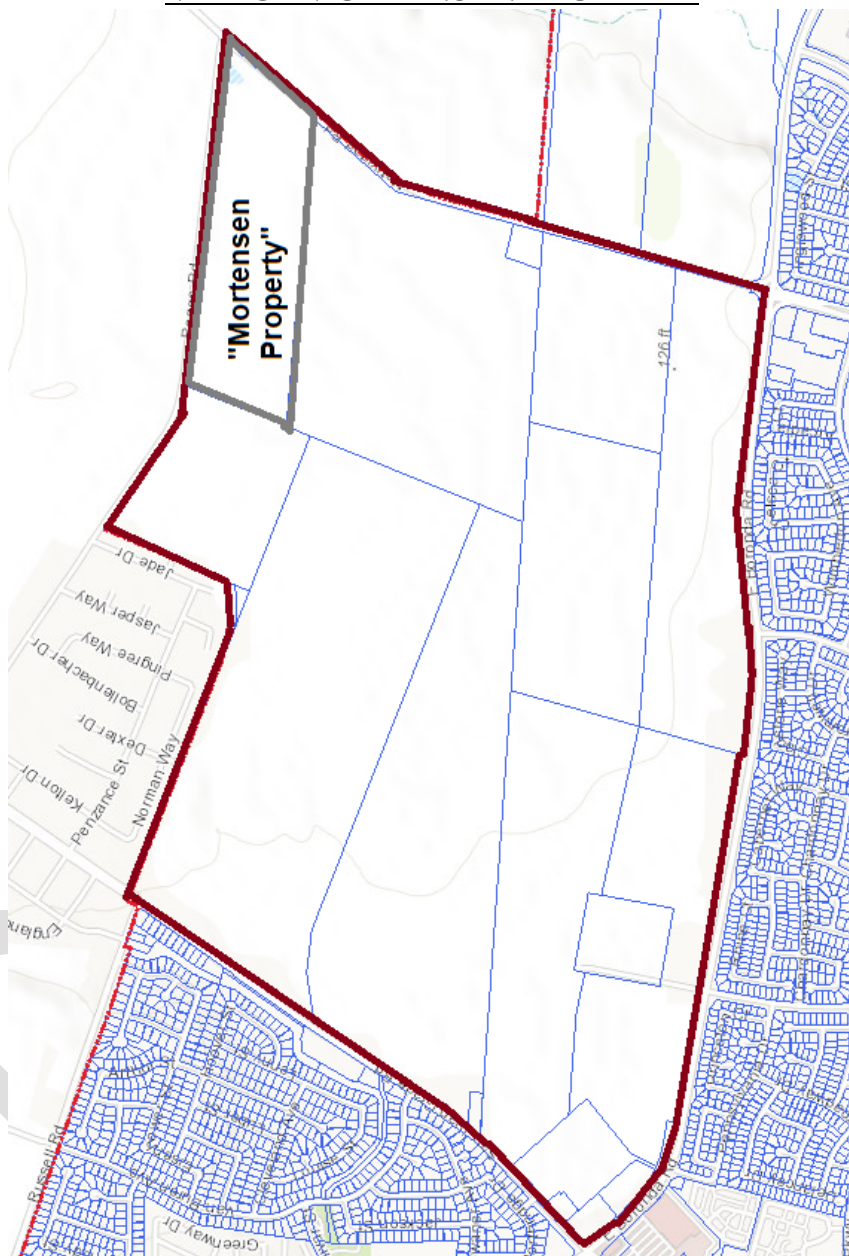


EXHIBIT A-5
MAP OF HARROD PROPERTY

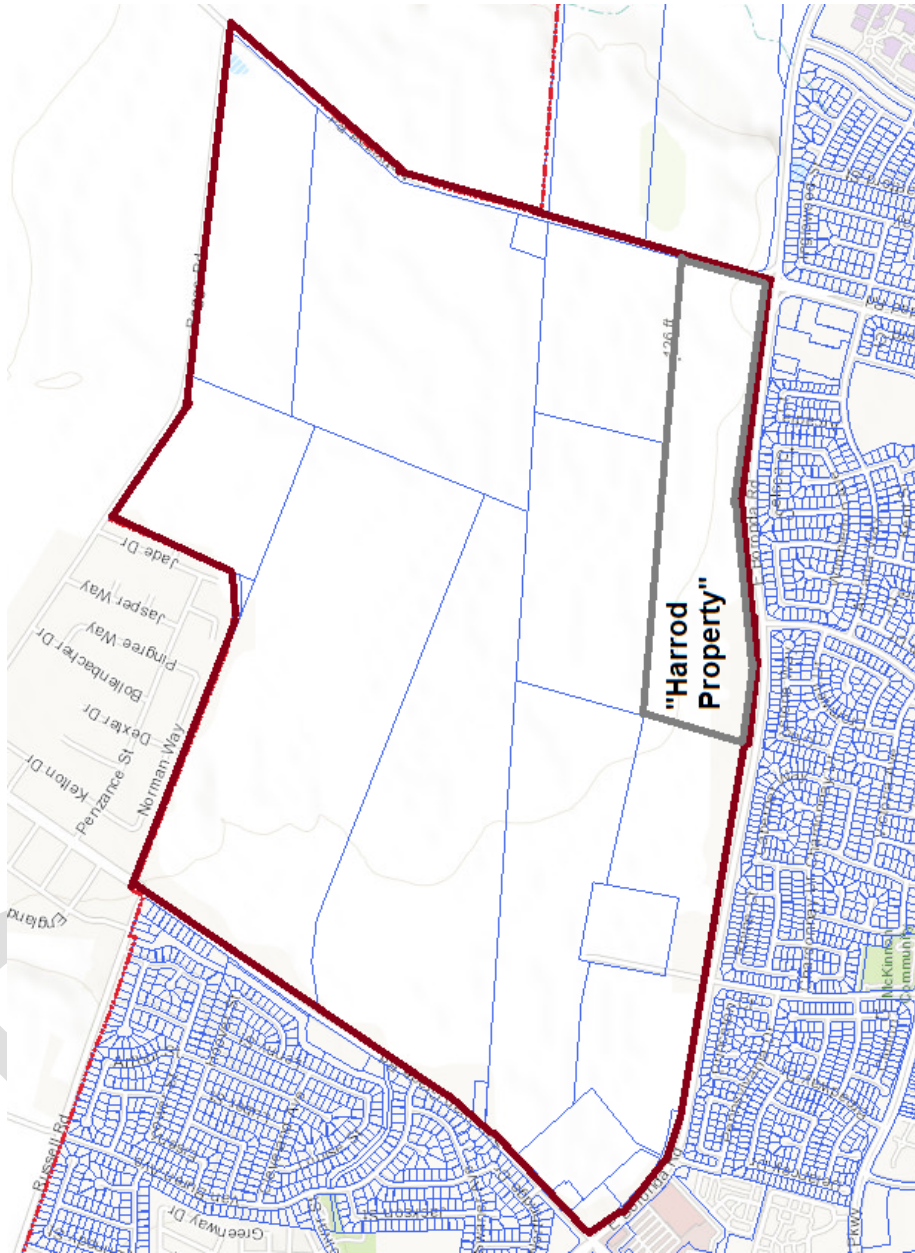


EXHIBIT A-6
MAP OF GLOBAL PROPERTY

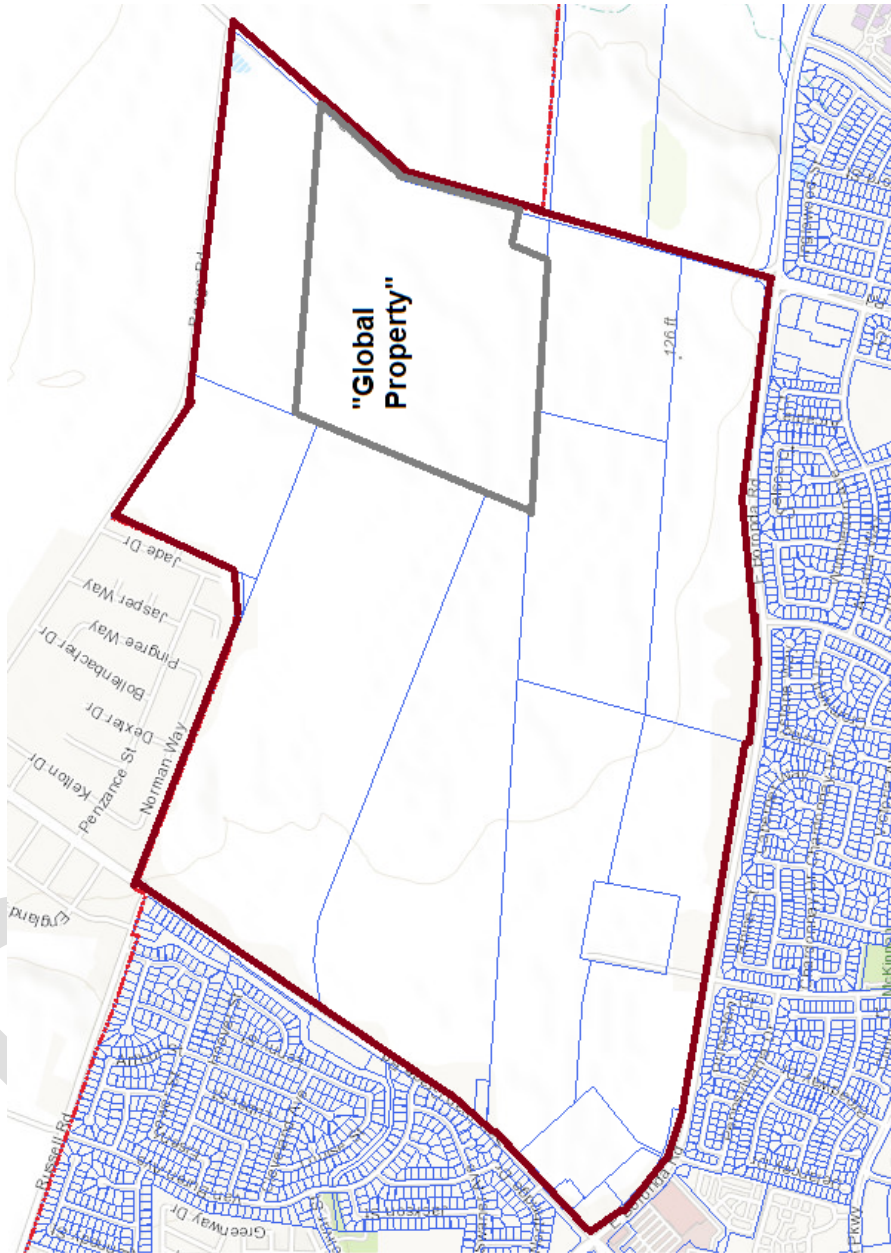


EXHIBIT A-7
MAP OF KANTRO PROPERTY

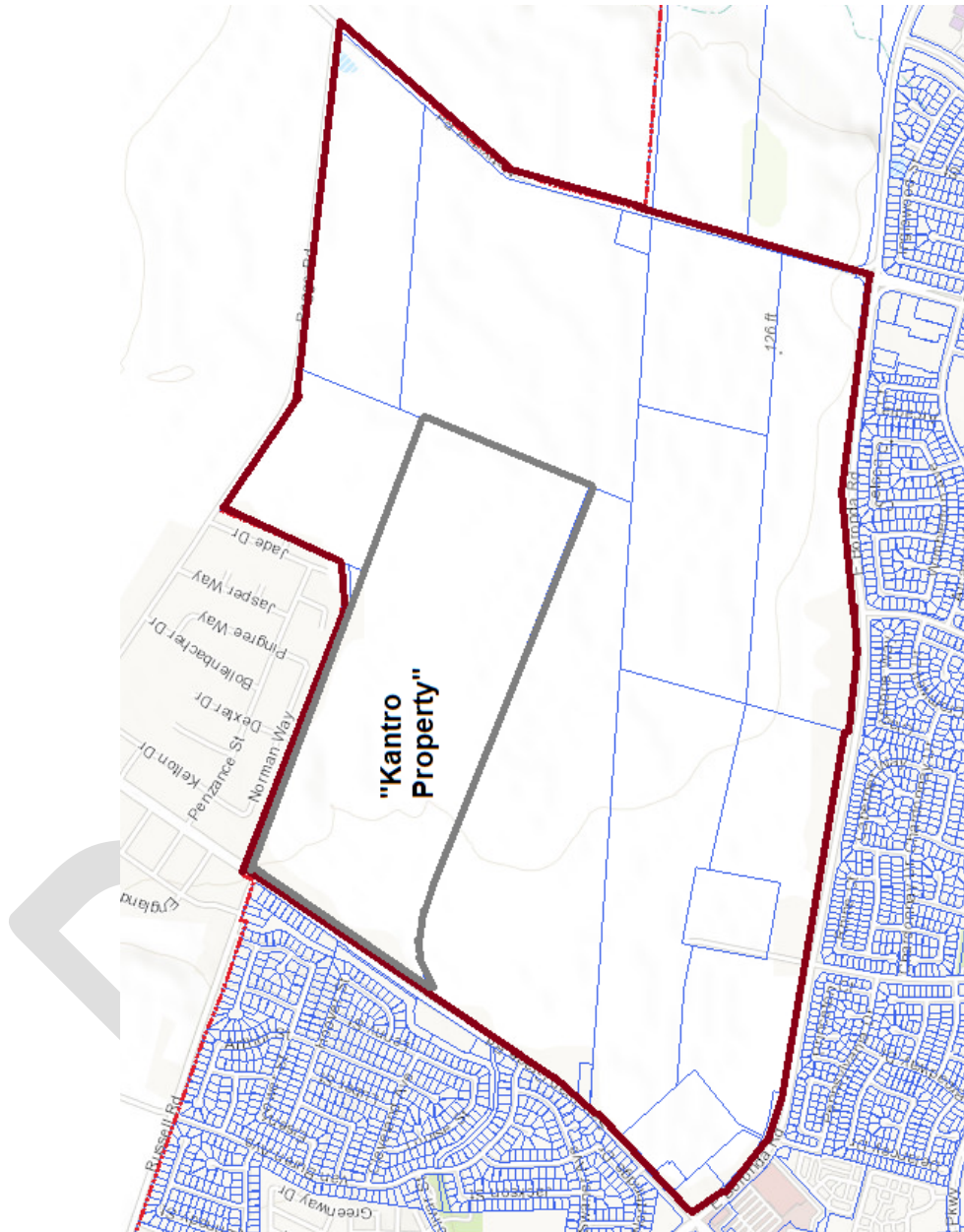


EXHIBIT B

EXACTIONS APPLICABLE TO THE PROJECT

[Subject to conforming and clarifying changes prior to execution and recordation]

1. **Development Impact Fees.** City and Developer agree that the development impact fees payable with respect to the specific land uses developed in the Project shall those listed in **Table 1** to this **Exhibit B**. The Development Impact Fees shall be the cost/rate in effect on the Effective Date of this Agreement. The Development Impact Fees set forth in Table 1 shall be automatically adjusted based on the increase or decrease in the Engineering News Record Construction Cost Index for the San Francisco Bay Area for the period ending December 31 of the preceding calendar year. Fees paid after the date of such adjustment shall be paid at the adjusted rate.

2. **Traffic Mitigation Measures.** City agrees not to impose on the Project any traffic mitigation measures other than those specifically set forth in the Project EIR.

3. **Environmental Mitigation and Implementation Measures.** The Parties understand that the Project EIR was intended to be used in connection with the Project Approvals and the Subsequent Project Approvals needed for the Project. Consistent with the CEQA streamlining policies applicable to specific plans, including but not limited to California Code of Regulations, Title 14, Section 15182, the City agrees to use the Project EIR in connection with the processing of any Subsequent Project Approval to the maximum extent allowed by law.

TABLE 1 TO EXHIBIT B

DEVELOPMENT IMPACT FEES

Street Tree Fee

Public Utility Impact Fee

Storm Drain Fee

Sanitary Sewer Fee

Park Fee (WAPIF)

Traffic Impact Fee

Public Facilities Impact Fee

EXHIBIT C

CITY REGULATIONS APPLICABLE TO THE PROJECT

To the extent not in conflict with or not inconsistent with the Specific Plan, Parcel Map, and other Project Approvals, and except as otherwise provided for in this Agreement, the following rules, regulations and official policies in effect as of the Effective Date shall apply to the Project and Property:

- A. City of Salinas General Plan, adopted September 17, 2002, in effect as of the Effective Date.
- B. City of Salinas Subdivision Ordinance, Chapter 31 of the City of Salinas Municipal Code in effect as of the Effective Date.
- C. City of Salinas Zoning Ordinance, Chapter 37 of the City of Salinas Municipal Code in effect as of the Effective Date.
- D. City of Salinas Inclusionary Housing Ordinance (Ordinance No. 2594, June 6, 2017) and City of Salinas Inclusionary Housing Guidelines (Resolution No. 21175, June 6, 2017).
- E. All other ordinances, resolutions, rules, regulations, and official policies governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the Property subject to a development agreement in effect as of the Effective Date.
- F. Exactions (see Exhibit B)

EXHIBIT D
(Boronda Road WASP Project Buildout)

DRAFT

EXHIBIT E

Inclusionary Housing Ordinance and Guidelines (Ordinance No. 2594, June 6, 2017; Resolution No. 2567)

DRAFT

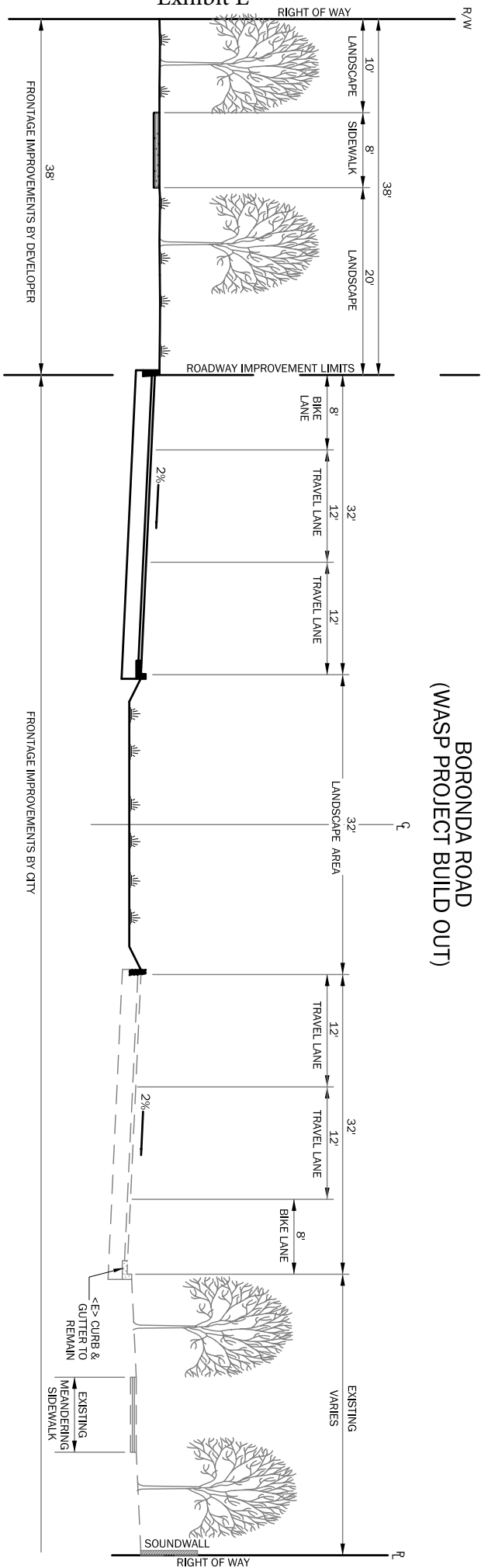
EXHIBIT F
Development Agreement Costs and Fees

DRAFT

EXHIBIT G
Annexation Costs and Fees

DRAFT

Exhibit E





CITY OF SALINAS INCLUSIONARY HOUSING GUIDELINES

Adopted June 6, 2017
City Council Resolution No. 21175

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INTRODUCTION

A. PURPOSE

Since 1992, the City of Salinas has had an Inclusionary Housing Ordinance (Ordinance) to ensure that new development in the City would provide housing affordable to a range of income levels consistent with the City's General Plan Housing Element (Housing Element) goals and policies. As part of the City's 2015-23 Housing Element update, the City Council authorized direction under "*Action H-8: Inclusionary Housing*" to update the Ordinance along with a nexus study. These Inclusionary Housing Guidelines (Guidelines) incorporate provisions of the most recently adopted 2017 Ordinance.

The Ordinance prescribes City policy for affordable housing. However, it does not include fully detailed instructions for administration, which allows more flexibility in implementing the Ordinance. Instead, the Ordinance called for the City Council to adopt updated Guidelines.

These Guidelines implement the Ordinance adopted by the Salinas City Council (Article 3 of Chapter 17 of the Salinas Municipal Code (Sections 17-6 through 17-19). They constitute the Guidelines referred to from time to time in the Ordinance.

All of the terms of the Ordinance are not repeated in these Guidelines, which supplement but do not reiterate the entire Ordinance. Applicants must also refer to the Ordinance when submitting an application. If there is any conflict between these Guidelines and the Ordinance, the Ordinance shall control.

These Guidelines are not adopted as an Ordinance. While they give direction, administration of the Ordinance will necessarily need to occur in a reasonably flexible fashion consistent with the Ordinance's purpose and provisions. The Guidelines provide this flexibility while assuring conformance to the City's vision and goals for affordable housing.

B. RELATION TO OTHER AFFORDABLE HOUSING PROGRAMS

The Ordinance is designed to work together with other programs that provide affordable housing in the City of Salinas. Numerous developers since the inception of the first Ordinance, which was adopted in 1992, have created affordable housing when they have obtained federal, state, and local government grants and other assistance. Developers may also provide affordable housing to obtain a density bonus. As required by state density bonus law, developers may receive a density bonus for providing affordable units required by the Ordinance.

When the City implements other affordable housing programs, it will attempt to utilize the same administrative procedures as specified in these Guidelines, to the extent reasonable and consistent with the legal requirements of the other programs. It may also modify the practices authorized in these Guidelines when inclusionary units receive other sources of assistance subject to different regulations and statutes.

C. DEFINITIONS

The terms used in these Guidelines have the same meaning as in the Ordinance.

D. RESPONSIBLE CITY STAFF

The Ordinance is administered by the City of Salinas Community Development Department Housing Division, located at:

City of Salinas Permit Center
65 W. Alisal Street, 2nd Floor
Salinas, CA. 93901

Phone: (831) 758-7334
Fax: (831) 775-4258
E-mail: housingwebmail@ci.salinas.ca.us

SECTION ONE

PROVIDING INCLUSIONARY HOUSING IN RESIDENTIAL PROJECTS

This section of the Guidelines describes how developers and applicants comply with the Ordinance. Part A describes the projects subject to the Ordinance. Part B describes the basic requirements. The Ordinance is implemented primarily through two documents: the Affordable Housing Plan and the Inclusionary Housing Agreement. The Affordable Housing Plan, described in Part C, is submitted with a planning application and describes how the project will comply with the Ordinance. The Inclusionary Housing Agreement, described in Part D, is a contract between the City and the developer that is recorded against the property to ensure that the inclusionary housing is built as proposed in the Affordable Housing Plan. Part E describes how the City will ensure that the inclusionary housing is built.

A. PROJECTS SUBJECT TO THE INCLUSIONARY HOUSING ORDINANCE

The Ordinance applies to any project that requires any development permit and will create ten or more dwelling units or lots through either new construction or additions or alterations to existing structures. This includes:

- (1) New construction of at least ten units of for-sale housing;
- (2) Subdivision of property into ten or more lots; and
- (3) Additions or alterations to existing structures to create ten or more new dwelling units.

A "dwelling unit" for purposes of the Ordinance includes a "dwelling unit" and "single room occupancy housing" as defined in the Salinas Zoning Ordinance (Chapter 37 of the Salinas Municipal Code).¹ If buildings that are not considered to be "dwelling units," such as motels and hotels, are remodeled to create ten or more dwelling units, then they are subject to the Ordinance. However, the Ordinance only applies to newly created units or lots. For example, if five units are added to an existing five-unit building, for a total of ten units, the Ordinance will not apply, because only five units are being newly created.

The City considers concurrent applications on contiguous parcels under the same ownership or submitted by the same applicant (or controlled by the same applicant or owner) to be one residential development for purposes of the Ordinance.

Exemptions

The following projects are exempt from the Ordinance:

- Projects creating fewer than ten additional dwelling units or lots.

Note: "Dwelling unit" means a room or suite of two or more rooms with internal circulation, designed for use by one family for living or sleeping purposes, and having only one kitchen or kitchenette. (Salinas Municipal Code Section 37-10.280).

"Single room occupancy housing" means a residential facility with individual secure rooms, of a smaller size than normally found in multi-family dwellings, which may have kitchen and bathroom facilities, and which are rented to a one- or two-person household on a long-term basis. (Salinas Municipal Code Section 37-10.430).

- Residential developments located in the Downtown Area, unless the City Council by Resolution determines that, based on market conditions, the provisions of this article will be applied in the Downtown Area. Downtown Area means the area within the boundaries of the Central City Overlay District as defined per Zoning Code 37-40.300. The Downtown Area exemption applies to adaptive reuse and new construction developments.
- Projects exempt under provisions of the Subdivision Map Act, except that those projects must comply with the Ordinance in effect on the date that they were deemed complete.
- One-hundred percent (100%) affordable low-income housing projects with either a deed restriction, restrictive covenant or regulatory agreement no less than 30 years.
- Proposed developments that have met certain milestones and comply with the requirements of the predecessor Ordinance. See the Ordinance for more information. These include:
 - Projects exempt under the terms of a development agreement
 - Residential developments exempted by Government Code section 66474.2 or 66498.1
 - Residential developments that have submitted a complete planning or building permit application along with full payment of required application fees to the City prior to the effective date of the Ordinance.

B. OPTIONS FOR PROVIDING INCLUSIONARY UNITS

On-site inclusionary housing requirements apply only to ownership (for-sale) housing developments of ten units or greater. Rental developments instead pay an affordable rental housing impact fee. A developer of rental housing may opt to voluntarily provide affordable rental housing in exchange for a City-provided benefit, as described in the Ordinance, and a developer of for-sale housing may opt to pay in-lieu fees.

Basic Options

The Ordinance in Section 17-9 and 17-10 provides three standard on-site inclusionary options for developers who elect to provide housing on site. A key part of any application for a residential development is for the applicant to select the appropriate inclusionary option. The table below summarizes the three standard on-site options.

Applicants may also choose alternatives to the standard on-site options as described in Section 17-13 of the Ordinance. These alternatives must be reviewed and approved by the City Council.

TABLE 1: SUMMARY OF STANDARD ON-SITE INCLUSIONARY OPTIONS

	Option 1	Option 2	Option 3
	20%	15%	12%
Very low Income (50% of median)	4% Ownership or rental	Not Required	8% Rental
Lower Income (80% of median)	8% Ownership or rental	Not Required	4% Rental
Median Income (100% of median)	Not Required	6% All must be ownership	Not Required
Moderate Income (120% of median)	4% All must be ownership	6% All must be ownership	Not Required
Workforce Income (160% of median)	4% All must be ownership	3% All must be ownership	Not Required

To use one of the options that has a rental housing component, developers must meet certain conditions, as described in Section C describing the Affordable Housing Plan.

Number of Units Required

In computing the total number of inclusionary units required on-site in a residential development, fractions of one-half (1/2) or greater are rounded up to the next highest whole number, and fractions of less than one-half (1/2) are rounded down. For example, a 53-unit development choosing option three would provide 47 market-rate units and 6 affordable units ($53 \times .12 = 6.36$, rounded down to 6). A 55-unit development would provide 48 market-rate units and 7 affordable units ($55 \times .12 = 6.60$, rounded up to 7).

In-Lieu Fees and Rental Housing Impact Fees

Developers of rental housing are required to pay a rental housing impact fee unless they voluntarily elect to mitigate the impact by providing affordable rental housing. If an applicant chooses to pay rental housing impact fees, the applicant will also make twelve percent (12%) of the units within the development available to Section 8 Housing Choice Voucher (Section 8) Program participants so long as the Section 8 Program is in effect. Units within the development that are offered to Section 8 Program participants should represent a unit and bedroom mix and be properly disbursed throughout the development. The applicant will include the proposed placement of the Section 8 Program units within the development as part of the Affordable Housing Plan which is to be reviewed and approved by the City. Developers of for-sale housing may elect to satisfy their affordable housing obligation by paying an in-lieu fee. All housing fees are deposited into the City's inclusionary housing trust fund. The City Council from time to time will adopt in-lieu fees and rental housing impact fees, which may be increased annually based on

increases of an established index. Full details regarding the dollar amounts and calculation of the in-lieu fees and rental housing impact fees are included in the City's adopted fee resolution. The fee is charged per square foot of residential development. In-lieu fees are due when building permits are issued.

Generally, the fee is based on the square footage of the buildings, not counting parking. For apartments, hallways, elevators and stairs are excluded from the calculations.

Specifically, for Single-Family Detached Homes, Townhomes, and Condominiums, Residential Floor Area includes all horizontal areas of the several floors of such buildings measured from the exterior faces of exterior walls or from the center line of party walls separating two (2) buildings, minus the horizontal areas of such buildings used exclusively for parking. For Apartments, Residential Floor Area includes all horizontal areas of the several floors of such buildings measured from the exterior faces of exterior walls or from the center line of party walls separating two (2) buildings, minus the horizontal areas of such buildings used exclusively for covered porches, patios, or other outdoor space, amenities and common space, parking, elevators, stairwells or stairs between floors, hallways, and between- unit circulation.

Other Alternatives

There are a number of alternatives available for developers that require City Council review and approval. These alternatives are described in the Ordinance in Section 17-13. Below is a list of alternatives:

1. Land Dedication
2. Partnerships
3. Off-Site Construction
4. Transfers of Surplus Inclusionary Units
5. Other Options

Land Dedication

Developers may dedicate land instead of providing affordable units. Among other conditions, the land must be appropriate for and zoned to allow development of the required inclusionary units. The land must have the infrastructure to serve the development and no unmitigated environmental hazards. The site must also comply with the City's fair housing goals by not tending to cause racial segregation.

Additionally, if the land is transferred to the City rather than to an affordable housing developer, the City must be allowed to sell or lease the property with the proceeds from the sale of the land deposited into the affordable housing trust fund. (The City's preference is not to sell the land, but rather to see affordable housing built on it.)

Off Site Production

Within the Future Growth Area, the affordable units may be built on a site different from the site of the Residential Development. Among other conditions, the alternative site must be located in the Future Growth Area and zoned appropriately for the proposed number of units. The units

must be completed prior to or concurrently with the market-rate development. The land must have the infrastructure to serve the development and no unmitigated environmental hazards. The site must also comply with the City's fair housing goals and not increase racial segregation.

Partnerships

Developers may contract with an experienced affordable developer to construct all or part of the inclusionary units. Per the Ordinance, the City Council must be assured that the required inclusionary units will be built in a timely fashion, that the affordable housing developer has the capability to develop the project, that the construction and permanent financing will be secured for the construction of the units within a reasonable time, and that the proposal otherwise meets the conditions described in Section 17-11 of the Ordinance.

Surplus Unit Transfers

Developers within the Future Growth Area may elect to produce more affordable housing than otherwise required and generate credits that can be used to offset future affordable housing obligations within the Future Growth Area. The credits may be used by the developer that produced them or sold to other developers. Credits expire after five years, but developers may request one five-year extension. All the affordable units must be located in the Future Growth Area.

Affordable units used for credits must match the tenure, affordability level and bedroom count of the units that would otherwise be required. However, deeper affordability or larger units are permitted. For example, if a developer produced four surplus for-sale, affordable housing units at 120% of the Area Median Income, the credits could not be used to meet a rental obligation nor could they be used to satisfy an obligation for units at a lower affordability level (e.g. 100% of AMI). However, they could be used to satisfy an obligation for units at a higher affordability level (e.g. 160% of AMI).

Developers must notify the City using the appropriate City-supplied form when selling Credits.

Other Options

A developer may propose an option not listed in the Ordinance as part of the Affordable Housing Plan. It may be approved by the City Council if it provides substantially the same or a greater level of affordability and the same number of units as required by the basic options. Alternatively, a developer may propose to provide fewer units with deeper affordability.

Nondiscrimination

The City of Salinas, through its Inclusionary Housing Ordinance upholds the purposes and policies of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968. The City adheres to HUD's program requirements to take steps to proactively overcome historic patterns of segregation, promote fair housing choice and foster inclusive communities for all. The City is purposefully incorporating the same policies within its Inclusionary Housing Ordinance. Inclusionary Housing will meet the goals, wherever possible, to reduce segregation and increase integration; deter racially and ethnically concentrated areas of poverty; increase access to education, employment, low-poverty, transportation, and environmental health, among other critical assets.

Standards for Inclusionary Units

Section 17-12 of the Ordinance describes the standards for the inclusionary housing units. In addition, the following standards apply.

Interior Design Standards – Inclusionary units may have different interior finishes (i.e. the finishes do not need to be like-for-like) and features than market-rate units in the same residential development, as long as the finishes and features are functionally equivalent to the market-rate units and are durable and of good quality. For example, if the market units include a refrigerator and dishwasher, similarly sized appliances must be provided in the affordable units. All material and appliances must be new.

Exterior Design Standards - The exterior finishes of the inclusionary units must be consistent with the exterior design of all market-rate units. An observer should not be able to differentiate the inclusionary units from market-rate units by looking at the exterior of the building. Affordable units must meet the same parking standards as market-rate units, unless a parking incentive is requested under state density bonus law.

The inclusionary units must have the same amenities as the market-rate units, including the same access to and enjoyment of common open space and facilities in the residential development.

Generally, inclusionary units should be of the same construction type and have the same proportion of units with each number of bedrooms as the market-rate units. For example, if the market-rate units are single-family, three-bedroom homes, the affordable units must be three-bedroom, single-family homes. However, the Ordinance provides some flexibility. Developers may satisfy their obligation for moderate income units through duplexes, townhomes, or small (12 unit or less) multifamily buildings, so long as at least 50 percent of the units in the multifamily development must be market-rate. Developers may satisfy their workforce housing obligation through small lot single-family homes, even if the market-rate units are on large lots.

The City Council may allow rental units to be grouped as necessary so that state and federal financing sources, including low income housing tax credits, may be used, so long as the Affordable Housing Plan contains a management plan that ensures to the satisfaction of the City that the units will be well managed.

The City Manager or designee may choose to develop more detailed interior finish or exterior design standards.

All inclusionary units must also meet the standards in Table 2.

TABLE 2: Minimum Standards for All Inclusionary Units

	Single- Room Occupancy	Studio	One Bedroom	Two Bedrooms	Three Bedrooms	Four Bedrooms
Minimum Size (sq. ft.)	250	500	650	900	1,100	1,275
Minimum No. Bathrooms*	$\frac{3}{4}$	1	1	1	1 $\frac{3}{4}$	1 $\frac{3}{4}$

*A full bathroom includes sink, toilet, and tub with shower. A $\frac{3}{4}$ bath includes a sink, toilet, and tub or shower.

C. AFFORDABLE HOUSING PLAN

Preparation of an Affordable Housing Plan is the first step in complying with the Ordinance.

Timing of Submittal of Affordable Housing Plan

The City's goal is to ensure that inclusionary housing is considered early in the planning process and included as part of any master planning. An Affordable Housing Plan must be submitted with the first application for a planning approval of any residential development with ten or more units or lots. The first application may include an application for a specific plan, general plan amendment, zoning, rezoning, development agreement, planned unit development permit, tentative map or minor subdivision, conditional use permit, site plan review, or building permit.

No application for a residential development will be deemed complete unless accompanied by an Affordable Housing Plan, or unless an Affordable Housing Plan has been previously approved for the development. The application for an Affordable Housing Plan must be accompanied by any processing fee adopted by resolution of the City Council. If a project requires no planning approval, the Affordable Housing Plan must be submitted with an application for a building permit.

No Affordable Housing Plan is required if the applicant, as part of its first application, states that it has opted to pay rental housing impact fees or for-sale housing in-lieu fees to meet the requirements of the Ordinance

Contents of Affordable Housing Plan

The required contents of the Affordable Housing Plan are specified in Exhibit A and in the Ordinance Section 17-16. The City Manager or designee is authorized to make changes in Exhibit A from time to time when necessary to ensure that residential developments comply with the Ordinance. When the City accepts a proposal from a developer to build affordable rental units, the Plan must include certain provisions, as described in Exhibit A, to ensure compliance with the Costa-Hawkins Act. The Affordable Housing Plan need be only at the same level of detail as the application for a residential development. For instance, an Affordable Housing Plan that is submitted as part of a specific plan application would generally describe the construction phases for the specific plan, describe the City's inclusionary requirements, and explain how the requirements would be met in each phase of design and construction. An Affordable Housing Plan for a tentative map would indicate which inclusionary option (Option 1, 2, 3 or alternative) the developer is selecting, the location and type of the affordable units, tenure and level of affordability, and phasing, but might not include design details or specify number of bedrooms and unit size if they had not yet been determined for the rest of the development. Where the initial Affordable Housing Plan is not at sufficient detail to determine compliance with the Ordinance, the City may require additions to the Plan as part of later planning approvals, or as part of the Inclusionary Housing Agreement.

If the residential development includes fewer than 10 units, the Affordable Housing Plan must include all contiguous property under common ownership or control. "Common ownership or control" means that the contiguous property is owned or controlled (including by an option to purchase or a purchase agreement) by the same person, persons, or entity, or by separate entities in which any shareholder, partner, member, or family member of an investor of the entity owns

ten percent (10%) or more of the interest in the property, as the property that is proposed for the residential development.

One of the most critical parts of the Affordable Housing Plan is the phasing of the inclusionary units in relation to the construction of market-rate units. Normally, each construction phase designated by the developer will contain the required inclusionary units for that construction phase, although different phasing may be approved if there is adequate security to ensure that the required inclusionary units will be built. For instance, a developer may choose to build extra inclusionary units in an early phase so that there may be a smaller number of inclusionary units for the other phases of construction.

Approval of Affordable Housing Plan

The Affordable Housing Plan is usually reviewed along with the required planning application and approved at the same time and by the same approval body that has authority to approve the planning application. For instance, if the project can be approved by the Planning Commission, the Affordable Housing Plan can also be approved by the Planning Commission. The Affordable Housing Plan will be approved if it conforms to the provisions of the Ordinance.

City Council approval is required if the applicant requests approval of any alternative listed in Section 17-13, including any of the following:

1. Land Dedication
2. Partnerships
3. Off-Site Construction
4. Transfers of Surplus Inclusionary Units
5. Other Options

After an applicant submits an Affordable Housing Plan to the City, the City will review it and notify the applicant within 30 days whether or not it is complete. The Department's decision regarding completeness and conformance may be appealed directly to the City Council within 10 days of the Department's decision by following the procedures for notice and hearing of an appeal specified in Sections 37-60.1270 – 37.60.1310 of the City's Zoning Ordinance.

Minor modifications to an approved Affordable Housing Plan may be approved by the City manager as provided in Section 17-16(d), if the modification is consistent with the original Affordable Housing Plan and conditions of approval. Other modifications must be processed as an amendment to the project approval.

D. INCLUSIONARY HOUSING AGREEMENT

The City will attach a condition of approval to all projects subject to the Ordinance requiring that an Inclusionary Housing Agreement be recorded prior to the approval of any final or parcel map, or issuance of any building permit (see Ordinance Section 17-16).

The Inclusionary Housing Agreement is a recorded contract between the City and the property owner describing the inclusionary units and income categories and explaining in detail how the units will be marketed and sold or rented. Its purposes are to ensure that the developer is aware of the implementation requirements and that the requirements are enforceable. The Inclusionary

Housing Agreement is recorded against all of the property that is part of the residential development and provides notice of the Agreement to future owners of the property.

Contents

Exhibit B lists the items that will be included in an Inclusionary Housing Agreement. The City Council, by resolution, will approve standard forms to be used. The City Manager or designee is authorized to vary the form of the Agreement to ensure that it is consistent with the Affordable Housing Plan approved by the City for the residential development. All property included in the project and, for projects with fewer than 10 units, all contiguous property under common ownership or control must be included in the Plan.

In some cases, where a project consists of rental units that are to be built in a single phase, the City and the developer may be able to agree on the terms of a rent regulatory agreement (discussed in Section Five) applying to the inclusionary rental units before any building permit is issued or a final or parcel map is recorded. In those cases, a rent regulatory agreement may be recorded in place of an Inclusionary Housing Agreement, so long as the rent regulatory agreement includes provisions for the timing of construction of the inclusionary units in relation to the construction of the market-rate units.

Covenant Running With the Land; Superior Position

The Inclusionary Housing Agreement must be executed and recorded against the entire residential property included in the project and, if included in the Affordable Housing Plan, any contiguous property under common ownership or control prior to or concurrently with the approval of any final or parcel map or issuance of any building permit for the residential development. The Agreement shall be recorded as a covenant running with the land and shall be recorded in first position, superior to other liens and encumbrances, except for:

- (1) Liens to secure payment of real estate taxes and assessment, not delinquent;
- (2) Non-monetary matters affecting the title which do not unreasonably impact the security of the Inclusionary Housing Agreement;
- (3) A lien or regulatory agreement of a local, federal, or state governmental agency, provided that both of the following conditions are met:
 - a. The public agency is providing financing or other assistance for the housing development; and
 - b. The statute or regulation governing the financing or assistance from that agency does not permit the City's Inclusionary Housing Agreement to be senior to the agency's agreements; and
- (4) Short-term financing (such as construction loans) when approved on a case-by-case basis by the City Manager and provided that subordination of the Inclusionary Housing Agreement serves the City's interest in creating affordable housing.

By City Council resolution, the City Manager or designee is authorized to implement this section and to execute Inclusionary Housing Agreements on behalf of the City.

Termination

The Inclusionary Housing Agreement may only be terminated as follows:

- (1) *For-sale units:* The Inclusionary Housing Agreement may be terminated against the market-rate units as the inclusionary units in the construction phase are completed, or as otherwise approved by the City in the Affordable Housing Plan.

The Agreement will not be terminated against an individual inclusionary unit until close of escrow, when the City's equity-sharing agreement and deed of trust are recorded against the individual unit.

- (2) *Rentals (for developments that choose to provide units):* Normally the Inclusionary Housing Agreement is replaced by a rent regulatory agreement when the property is ready for occupancy, and the Agreement is terminated after the rent regulatory agreement is recorded against the property. The rent regulatory agreement applies to the entire property, because the location of the inclusionary units within the complex may change over time. Where specific apartments are designated as inclusionary rental units, however, the appropriate conditions for termination of the Agreement will be determined as part of the approval of the Affordable Housing Plan for the project.

If, before construction begins, a rent regulatory agreement is recorded in place of an Inclusionary Housing Agreement, the rent regulatory agreement will not be terminated after construction is completed and will continue to restrict the property for the term of the agreement.

The City will record a release of the Inclusionary Housing Agreement at the time it is terminated.

E. COORDINATION WITH PERMIT CENTER FOR ISSUANCE OF BUILDING PERMITS AND APPROVAL OF FINAL INSPECTIONS

The Ordinance includes "concurrency requirements." These specify that a certain number of building permits must be issued for inclusionary units before the developer can be issued building permits or final inspection approvals for market-rate units.

Based upon the inclusionary option selected by the developer and the terms of the Inclusionary Housing Agreement, City Building Permit Center staff will maintain records sufficient to monitor both building permit issuance and final inspection approvals to ensure compliance with the Ordinance. Following receipt by the developer of required land use entitlements, the City Planning Division will advise the City's Permit Center staff of the pending project and work with them to coordinate the issuance of building permits.

Payment of Rental Housing Impact Fees and In-Lieu Fees

Where the developer has elected to pay rental housing impact fees or in-lieu fees rather than construct affordable units, the fees will be collected by the Building Permit Center staff prior to issuance of each building permit for the project based on the fees in effect at the time the building permit is issued.

Building Permits and Occupancy – Concurrent Construction Requirements

A Building Permit Specialist will track the issuance of building permits by construction phase, noting the number of both inclusionary and market-rate unit permits. Building permits will only be issued for market-rate units according to the terms of the recorded Inclusionary Housing Agreement. However, the City may issue permits for inclusionary units earlier than specified in the plan.

The concurrency requirements are as follows:

The City may issue building permits for 70 percent of the market-rate units within a residential development before issuing any building permits for inclusionary units, and may approve certificates of occupancy or final inspections for 70 percent of market-rate units before approving any final inspections for inclusionary units. After this point, a developer may be issued building permits and receive final inspections for market-rate units after a proportional number of inclusionary units have been issued building permits or have received a final inspection.

For example, if a developer proposes a 100-unit development, and uses option 1, they are obligated to provide 20 inclusionary units, which means there will be 80 market-rate units. The City may issue building permits for 56 market-rate units ($70\% \times 80$) before issuing any building permits for inclusionary units, and may approve occupancy of 56 market-rate units before approving occupancy of any inclusionary units.

The City has the option to grant additional flexibility for timing when developers partner with an experienced non-profit affordable housing provider. At its sole discretion, the City may issue building permits for 100 percent of market rate units within a residential development before issuing building permits for any inclusionary units if the developer is partnering with an experienced non-profit affordable housing provider.

At times, the required affordable housing units may not be equally divisible into the income categories as specified in the Ordinance. In this case, the affordability levels are described in the following table.

Option 1 (20% mixed ownership and rental)	Option 2 (15% all ownership)	Option 3 (12% all rental)
The first two required inclusionary units shall be affordable to lower income households.	The first required inclusionary units shall be affordable to median income households.	The first required inclusionary units shall be affordable to very low income households.
The third required inclusionary unit shall be affordable to very low income households.	The second and third required inclusionary unit shall be affordable to moderate income households.	The second required inclusionary unit shall be affordable to low income households.
The fourth required inclusionary unit shall be affordable to moderate income households.	The fourth required inclusionary unit shall be affordable to median income households.	The third required inclusionary unit shall be affordable to very low income households.
The fifth inclusionary unit shall be affordable to workforce income households.	The fifth required inclusionary unit shall be affordable to workforce income households.	All additional required inclusionary units shall be provided in the same order as above.
All additional required inclusionary units shall be provided in the same order as above.	All additional required inclusionary units shall be provided in the same order as above.	

This table refers to the overall obligation, but not the timing of unit production, which will be specified in the affordable housing plan. Additionally, developers may substitute a lower income unit for a higher income unit requirement at any time.

Development in Phases

The City shall not be obligated to issue building permits or approve final building inspections requested by a developer if inclusionary units are not being issued building permits or final inspections in accordance with the recorded Inclusionary Housing Agreement.

SECTION TWO

ESTABLISHING AFFORDABLE PRICES AND RENTS

This section describes how to calculate affordable prices and rents (for rental developments that choose to participate).

A. AFFORDABLE PRICES AND AFFORDABLE RENTS

The City uses the State Department of Housing and Community Development (HCD) income limits as published annual for Monterey County based on household size for its inclusionary housing units. In calculating affordable rents, the City uses Section 8 Housing Voucher utility allowances as published by the Housing Authority of the County of Monterey (HACM).

Affordable sales prices for inclusionary units in residential projects will be determined by the City when the marketing plan is submitted for the inclusionary units in a construction phase. The City will determine property taxes, homeowner's insurance, and other factors using available market information. The interest rate used will be the rate published by the Federal National Mortgage Association (FNMA) for a 30-year fixed rate first mortgage, unless the developer has obtained a commitment for permanent financing for the inclusionary units at another rate. The permanent financing must meet the standards for purchase money loans included in Section Three.

Exhibit C shows the methodology that will be used by the City to calculate affordable sales prices. Exhibit D shows the methodology that will be used by the City to calculate affordable rents. Exhibits C and D are designed to be consistent with the Ordinance.

SECTION THREE

MARKETING AND SELECTION OF BUYERS AND RENTERS

This section describes which households are eligible for inclusionary housing, explains City preferences for homebuyers and renters, and contains standards for marketing inclusionary units and for selecting eligible households to purchase or rent the inclusionary units.

A. ELIGIBLE HOMEBUYERS AND RENTERS

Inclusionary units are reserved for very low, low, median, moderate, or workforce-income households who meet the eligibility criteria in this section when the inclusionary units are rented or sold. Applicants for inclusionary ownership and rental units shall be solicited as necessary to maintain an adequate number of applications in each of the following applicant pools:

Very low income and lower income households occupy for-sale or rental inclusionary units, while for-sale inclusionary units are occupied by median income, moderate income, and workforce income households.

Definition of a Household or Family

A household, or family, is a group of individuals living together based on personal relationships. A person is not eligible to buy or rent an inclusionary unit if they are listed as a dependent on the tax return of a person who is not part of the household occupying the inclusionary unit. For instance, students claimed as dependents by their parents cannot purchase or rent an inclusionary unit.

Calculating Household Size

A household is comprised of one or more persons who may or may not be related based on personal relationships. An unborn child can be counted in family size once there is medical confirmation of pregnancy. An adoption process will be counted in family size with verification of the adoption process being underway. A child will be considered part of the household when the child lives with a single parent at least 75 percent of the time or, where there is joint custody, at least 50 percent of the time. The applicant will need to submit a copy of the divorce decree or child custody agreement as verifiable documentation. If a divorce is in process, it may not be possible to qualify an applicant because family size and financial status are unclear.

If a family member is permanently absent from the household (for instance, a spouse who is in a nursing home or legally separated), that the person is no longer a member of the household for purposes of the Ordinance.

Documentation acceptable to the City's Planning Manager will be required to substantiate that the household member is no longer residing with the rest of the household.

Income Limits

Income limits for very low, lower, median and moderate-income households, adjusted for household size, are as shown for Monterey County and published periodically in the California Code of Regulations, Title 25, Section 6932, or its successor provision. In the event that these income limits are no longer published periodically in the California Code of Regulations, the City Manager or designee will determine an alternate method of computing income limits for very low, lower, median, and moderate-income households.

Income limits for workforce-income households are computed by multiplying by two the income limits for lower income households in Monterey County, adjusted for household size, as published periodically in the California Code of Regulations, Title 25, Section 6932, or its successor provision, or as determined by the City if income limits are no longer published periodically.

Determining Household Income

Applicants' household annual gross income shall be calculated in accordance with the Technical Guide for Determining Income and Allowances for the HOME Program published by the U.S. Department of Housing and Urban Development (HUD), as it may be amended (the HOME Guide), and 24 CFR 5.609.

A copy of the HOME Guide is available for download here:

http://portal.hud.gov/hudportal/documents/huddoc?id=19754_1780.pdf

24 CFR 5.609 is available to be viewed here:

<https://www.gpo.gov/fdsys/pkg/CFR-2016-title24-vol1/xml/CFR-2016-title24-vol1-sec5-609.xml>

Exhibit E provides the definitions of what is included and excluded from the determination of annual gross income in accordance with the U.S. Code of Regulations. In summary, gross household income is the sum of all the income for every adult, 18 years or older, living in the unit. Sources of income include all wages, salaries, overtime pay, commissions, fees, tips, bonuses and other compensation, net income from a business or profession or from the rental of real or personal property, interest and dividends, payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, payments in lieu of earnings, public assistance, alimony and child support received, and any other sources of income.

Documentation to Verify Sources of Income

The gross annual incomes of all household members age 18 or older are considered when determining eligibility. The types of income to be verified and the type of documentation that will be requested will include:

- 2 months most recent pay stubs

- Signed copies of federal tax returns for the three most recent years
- W2 forms for the most recent year
- 1099 forms for the most recent year 2 mos. most recent pay stubs
- Self-employed, the net income from the operation of the business
- 3rd party verification of employment
- Bank statements for the last two consecutive months (used to verify that the applicant has enough assets for the down payment and closing costs, but does not exceed the maximum asset limit of \$75,000)
- Other sources of earnings such as child support, alimony, social security, etc.

All income documentations is based primarily on the applicant's income for the past year as evidenced by the documents listed above and additional verification, if requested, as listed below. Income calculations will not factor in any speculative or uncertain projection of lower or higher future earnings, such as calculations of bonuses and overtime, than was earned in the previous year. Where major changes have occurred in life circumstances since the applicant's last year of employment, including only such major changes as retirement, job loss, or disability or death of a wage earner, the City may deduct the projected income losses from the applicant's income for the past year.

Additional income verification may also be requested as follows:

Source of Income	Documentation
Salaries and wages	Verification from employer
Business income	Verification of income by a certified public accountant or bookkeeper including most recent quarterly profit/loss statement. For self-employed individuals or sole proprietor's, the City may use the most recent 1099 and tax returns.
Interest and dividend income	Current bank statements or dividend statements
Retirement and insurance income	Verification from source
Unemployment and disability income	Verification from source
Welfare assistance	Verification from source
Alimony, child support, gift income	Verification from source
Armed forces income	Verification from source
Other	Verification from source

Household income includes all payments from all sources received by all adult members of the household. The income of minors (household members less than 18 years old) and live-in aides is excluded.

For self-employed persons, the *net* income from the operation of the business is considered as the annual income, excluding deductions for capital expenditures and depreciation. Similarly, *net* income from property rental is considered as annual income, also excluding deductions for capital expenditures and depreciation.

Assets

There are limits to the amount of net assets that are used for eligibility for inclusionary for-sale and rental units. For households applying for inclusionary rental units, the limit is equal to the maximum household income limit adjusted for household size. For households applying to be an owner of an inclusionary unit, the maximum household asset limit is \$75,000. Net assets only include liquid assets that do not incur a drawdown fee or penalty. Retirement accounts such as 401K and IRA accounts are not included as part of net assets.

The following chart contains the types of assets to be verified and the type of documentation that will be requested.

Assets	Documentation
Checking account, savings account, mutual fund, money market fund, certificates of deposit (C.D.)	Copies of two most recent statements
Stocks, including options	Copy of most recent stock certificate or proof of purchase and statement of current value; for stock prices attach a copy of recent dated newspaper or online source that shows the value of each company's stocks
Bonds, including savings bonds	Copies of most recent document
Trust	Copies of most recent document
Gift	Signed gift letter by all parties
Personal Loan	Letter or loan agreement
Down payment assistance	Copy of agreement
Other	Verification from source

Co-Applicants

The City or its designee will accept one application per household. A co-applicant is defined as an adult member of the household whether related or unrelated who intends to be a co-owner of the inclusionary unit. The combined income and assets of all adult members of the household (including co-applicants) to purchase or rent an inclusionary unit must not exceed the maximum income limits per household size and asset limitation for the program. All co-applicants must go

through the same process as the applicant and must agree to comply with the program requirements.

Lender Preapproval

All prospective purchasers of inclusionary units must receive a preapproval letter from a residential lender for a loan that meets the City's standards for purchase money loans, which are described in Part E (Process for Sale of Inclusionary Units).

Homebuyer Education

Before purchasing an inclusionary home, all homebuyers must attend a City-approved homebuyer education class. These classes must cover the home buying process, terms of the City agreements, property maintenance, good neighbor practices, available financing, occupancy standards, loan closing, refinancing, predatory lending, credit and budgeting, and homeowner responsibilities. Prospective homebuyers may be found eligible before attending a homebuyer education class, but must present proof of attendance before closing escrow on their home.

Purchase of Inclusionary Units by Nonprofit Sponsors

In some instances, a nonprofit affordable housing sponsor may wish to purchase an inclusionary unit for occupancy by eligible persons who may require enhanced services. Examples may include use of a home for disabled persons or persons transitioning from homelessness. At any time prior to the marketing of the inclusionary units for sale, a nonprofit sponsor may request approval from the developer to purchase an inclusionary unit for affordable housing purposes. If the request is approved by the developer, at the developer's sole discretion, the nonprofit sponsor shall provide to the City Manager or designee written approval from the developer and information as may be required by the City to ensure that the unit will be used for affordable housing purposes, such as evidence of the sponsor's 501(c)(3) status, residents to be served, funding of operations, and similar information. Appropriate recorded agreements will be applied to the property at the time of sale to ensure that the occupants are income-eligible and that the home continues to be used for affordable housing purposes. No more than two inclusionary units may be purchased by nonprofit sponsors per development phase. The City will not subsidize the purchase of these units with federal or other funds unless specifically authorized by action of the City Council.

Ineligible Applicants - Conflicts of Interest

The following individuals are not eligible to purchase or rent inclusionary housing units in Salinas.

Planning Commissioners, City Councilmembers, and Certain City Staff

- Any member of the Salinas Planning Commission or City Council.
- Employees, other officials (not including City Council Members or Planning Commissioners), consultants and employees of consultants who have policy making authority or influence regarding City housing programs, administer City housing programs, or whose salary is paid in any part from a City housing program.

- Any person having any equity interest in a project that includes inclusionary units, or who is the applicant, including but not limited to a developer, partner, landowner, investor, or applicant (together the "Developer"). Officers and employees of the Developer are also ineligible.
- Any person considered to have a conflict of interest by the California Government Code, the regulations of the Fair Political Practices Commission, or Chapter 2A of the Salinas Municipal Code is ineligible to rent or purchase an inclusionary unit.
- Relatives of Planning Commissioners, City Council Members, Certain City Staff and Persons with an Equity Interest are also ineligible. For the purposes of eligibility, relatives are defined as spouses, children, parents, grandparents, brother, or sister, or a person in an equivalent position due to marriage (for instance, son-in-law and daughter-in-law), or anyone who may be claimed as a dependent.

Ineligible individuals shall not be added to any wait lists for affordable housing maintained by the City.

B. OCCUPANCY STANDARDS

To ensure the City's limited inclusionary units are used efficiently, a household must be of a size equal to the number of bedrooms in the inclusionary unit. Any household found eligible to purchase or rent an inclusionary unit must have the following minimum household size:

<u>Number of Bedrooms</u>	<u>Minimum Household Size</u>
SRO	1
One	1
Two	2
Three	3
Four	4

Disabled persons who require additional bedrooms may submit a request to the City for a larger home as a reasonable accommodation from these occupancy standards. (Disabled persons may also be entitled to other accommodations unrelated to the City's inclusionary housing policies.)

C. PREFERENCES FOR SALE AND RENTAL OF INCLUSIONARY UNITS

The City of Salinas has established preferences for rental or purchase of inclusionary units. First priority is given to those displaced by City actions. Second priority is given to those displaced by private market actions, while third priority is given to those who live or work in Salinas when they submit an application. Any other eligible household may purchase or rent an inclusionary unit if there are no households with priority.

If a residential development is receiving governmental financial assistance that does not permit these preferences, or requires different preferences, then the City's preferences will be modified as needed to conform to the terms of the other program.

The City will periodically review its preferences to ensure they are compliant with fair housing laws.

Households Displaced by City of Salinas Actions

First priority for an inclusionary unit must be given to a household displaced from a residence in the City by action of the City of Salinas. Proof of this priority can be established by submittal of a letter from the City of Salinas stating that the household will be or has been displaced due to the actions of the City. Owner-occupants displaced by the City through the enforcement of health and safety or other codes shall not qualify for this priority. This priority expires 12 months from the date of the displacement.

Renter Households Displaced by Private Sector Actions

Second priority for an inclusionary unit must be given to a renter household displaced from a residence in the City of Salinas due to either:

- a. Conversion of renter-occupied units to condominiums; or
- b. Demolition of an existing dwelling.

Proof of this priority can be established by a letter from the City of Salinas stating either that the City has approved conversion of the residence to a condominium; or that the City has approved a demolition permit for the residence. This priority expires 12 months from the date the tenant is required to move out of the dwelling unit.

Salinas Residents and Employees

Third priority is given to households that reside in, or are employed within, the City of Salinas when they submit an application.

Residency in the City may be established by a driver's license, utility bill showing residency in the City, income tax returns, voter registration, or other written documentation of residency.

Employment in the City requires paid labor in the City of Salinas or work for an employer located in the City of Salinas of at least 20 hours/week. Employment may be part time, seasonal, contractual, self-employment, temporary, or household employment. Employment may be established by a W-2 form from a business located in the City; income tax returns; 2 mos. pay stubs; cancelled check from employer; or employment verification form.

First-Time Homebuyers

For ownership units, within each of the above three preference categories, preference will be given to households that qualify as first-time homebuyers. A first-time homebuyer is a person who has not owned a home during the three-year period prior to the purchase of the inclusionary unit. A mobile home not on a permanent foundation is not considered a "home" for the purpose of this subsection.

A first-time homebuyer also includes a displaced homemaker. A displaced homemaker is an adult who has been legally separated from his or her spouse or domestic partner in the last three years, has no current ownership interest in a home, and has not had an ownership interest in his or her primary residence during the past three (3) years, except with his or her spouse or domestic partner. First-time homebuyer status is verified by a review of three years of federal income tax returns.

D. MARKETING OF INCLUSIONARY UNITS

All developers of inclusionary units must undertake a marketing effort targeted at eligible households.

Nondiscrimination

All inclusionary units must be marketed in a manner consistent with the federal Fair Housing Act, the California Fair Employment and Housing Act, the Unruh Act, and the Equal Credit Opportunity Act, and all materials must have a fair housing statement or logo. No person may be excluded from participation in, or denied the benefit of, or be subject to discrimination under any activity related to the sale or rental of the inclusionary units on the basis of his or her religion, age, race, color, creed, gender, sexual orientation, marital status, familial status, physical or mental disability, national origin, ancestry, source of income, or participation in Section 8.

Marketing Plan

The City must approve a marketing plan before it will issue any occupancy permits for either the inclusionary units or the market-rate units subject to the concurrency requirement in a building phase. Developers are urged to submit a marketing plan at least 90 days prior to their estimated completion date for their first phase of development and at least 60 days prior to their estimated completion date for subsequent phases. All marketing plans must contain the following:

- (1) A description of the marketing that will be done for the inclusionary units, such as press releases, direct mailing, and advertising (including internet advertising). The City requires that all inclusionary units be advertised in The Californian and El Sol. The City will provide a list of organizations that must be notified and informational flyers must be available at City Hall and at the offices of the Housing Authority of the County of Monterey (or of a similar organization acceptable to City). The Fair Housing logo must be used on all marketing material.
- (2) A one-page informational flyer in both English and Spanish suitable for advertising the availability of the inclusionary units, including a telephone number, fax number and e-mail address for interested applicants to contact for additional information.
- (3) A copy of all marketing materials and materials to be given applicants (see list below). The City encourages the preparation of Spanish-language materials where appropriate.
- (4) The process for accepting applications, including the number of phases and deadline for applications in the current phase of the project. Developers should allow a generous amount of time (at least 45 days) for applicants to submit complete applications, given the complexity of the process.
- (5) For projects with more than 10 inclusionary ownership units in the current phase, the developer must arrange for at least two informational workshops for potential applicants, one in the evening during the week and one on a weekend. At least

one workshop must be conducted in Spanish, or in both Spanish and English.

For projects with fewer than 10 inclusionary ownership units in the current phase, the developer must arrange for information to be distributed in an appropriate forum, based on the developer's agreement with the City.

- (6) The method to be used to verify City preferences (unless the preferences are modified by the developer's use of another source of financing) and to determine applicant eligibility (income and, for ownership units, lender preapproval letter).
- (7) For projects with rental inclusionary units, a copy of the proposed lease or rental agreement and an explanation of any other criteria to be used by the manager to select tenants. For instance, the manager may require a minimum credit score. The marketing plan also describes the utilities to be paid by the tenant so that the maximum affordable rent can be determined. (See further description in Part F below).
- (8) For projects with for-sale inclusionary units, a description of any financing to be made available to applicants, down payment assistance programs available, information needed to calculate the maximum sales price, and the unrestricted fair market value of the inclusionary units. (See further description in Part E below).
- (9) A requirement that the developer's sales staff meet with the City's Housing Staff to receive training on the selection process and, for ownership units, the City homebuyer documents.

It is important that the developer's sales or management staff understand the application process and the restrictions placed on the inclusionary units by the City. In the case of for-sale inclusionary units, before entering into any purchase and sale agreement for the units, the developer's sales staff must receive training so that they understand and can explain the City's equity-sharing program, option to purchase, and other City restrictions such as the owner-occupancy requirement (further described in Section Four).

In the case of rental inclusionary units, it is important that the developer's management staff understand the consequences of future increases in income. Before entering into any lease or rental agreement for the inclusionary units, the developer's rental staff must receive training so that they can understand and explain the City's requirements and the consequences of future increases in income (further described in Section Five).

Each applicant for an inclusionary unit will receive a packet of information that includes:

- Developer application form approved by the City. The form will include such information as residency or employment certification; household composition; household income and assets; and, for homebuyers, form pre-approval lender letter;

- Explanation of the process used to select homebuyers or renters, as applicable;
- Eligibility requirements;
- The income level(s) and occupancy standards for the various units;
- Description of City preferences;
- Description of inclusionary units available, including number of bedrooms and general location;
- Price or rent of inclusionary units;
- Contact information for sales or rental office; and
- (For homebuyer units) the borrower's disclosure supplied by the City.

E. PROCESS FOR INITIAL SALE OF INCLUSIONARY UNITS

Step 1. The developer submits a marketing plan with the information described in Part D above to the City for approval either 90 days prior to completion of the first inclusionary unit, in the first phase of a project, or 60 days before completion of the first inclusionary unit, in subsequent project phases. In addition to the information described in Part D, the marketing plan includes the following:

- (1) A description of the financing terms to be made available to applicants for inclusionary units. If applicable, the developer identifies a lender or lenders willing to provide competitively priced purchase money mortgages meeting the City's standards explained below. However, the developer cannot require prospective buyers of inclusionary units to use the identified lender for permanent financing.
- (2) A request that the City calculate the maximum initial sales prices for the for sale inclusionary units. To enable the City to calculate the prices, the developer must describe expected homeowners' association fees plus any special assessments, such as Mello-Roos payments. The developer may also provide additional information on costs that may affect the purchase price, such as the cost of private mortgage insurance or homeowners' insurance.

If all of the inclusionary units within a phase of the project are not sold within one year, the developer may request that the City re-calculate the permitted sales prices.

- (3) The process for establishing the unrestricted fair market value of the inclusionary units, in order to determine the value of the initial subsidy to the buyer. The plan should indicate when appraisals of unrestricted fair market value will be completed for the inclusionary units. Individual appraisals may not be needed where inclusionary units are reasonably similar and the appraisal to be used was completed within six months of the initial sale of the reasonably similar unit. The City may elect to complete its own appraisal of the units' unrestricted fair market value. If the City and the developer cannot agree on the property's unrestricted fair market value, the parties will select a third appraiser to determine the unrestricted fair market value, with the City and the developer sharing equally in the cost of the appraisal.

Step 2. After approval of the marketing plan and determination of the sales prices by the City, the developer markets the inclusionary units consistent with the marketing plan and makes application packets available to all who request them.

Step 3. After the deadline for submitting applications, the developer reviews all applications and determines if the applicant is eligible to purchase a unit, based on income and preapproval letter. The developer must verify income as described in the developer's marketing plan. The developer then groups all apparently eligible applicants by the City's preference categories (residents displaced by public action, renters displaced by private action, those who live or work in the City, all others, and within each category, first-time homebuyers), unless another financing source requires changes in these preferences.

Step 4. The developer submits to the City: a) a complete listing of developer pre-screened applicants, sorted by preference group, and indicating the developer's determination of eligibility (in hard copy and in an electronic format, either in Excel or Word and also in PDF format); b) the complete file for each applicant, numbered to correspond to the list of applicants; c) the form of purchase and sale agreement; and d) preliminary DRE public report, if applicable.

Step 5. The City reviews and either approves or requests changes in the developer's submittals within 30 business days. Once the list of eligible applicants is approved, the City ranks all eligible applicants by preference group on a random basis, such as by a lottery. The developer must send written notice to applicants determined to be ineligible by the City.

Step 6. The developer offers units to applicants beginning at the top of the list established by the City. The developer may not pass over an applicant higher on a list in favor of another because of a higher income. Applicants are to be taken in the order ranked and given a reasonable period of time to close escrow, normally 60 days after the unit's final inspection is approved, or after the applicant is selected to purchase a unit, whichever is later. The developer may only exclude ranked applicants because the applicants were not successful in obtaining financing, were not able to demonstrate the qualifying household income included in their application, or otherwise were not eligible. The developer must send written notice to any excluded applicant within 15 days of the decision to exclude the applicant; copies of such correspondence must be provided to the City. However, developers may close escrow on inclusionary units in any order as homebuyers are able to do so.

Step 7. If the applicant enters into a purchase agreement for the unit, the developer provides to the City for review: a) the copy of the loan underwriting form (Form 1008); b) estimated HUD-1 Settlement Statement; c) legal description of the inclusionary unit; and d) appraised value of the inclusionary unit at unrestricted fair market value. Provided that the documents are consistent with previous representations, the City will provide to escrow, within fourteen working days of receipt of the required documentation, executed copies of its homebuyer documents, an executed release of the Affordable Housing Agreement to be recorded with the sale of the unit, and standard escrow instructions. The City will subordinate its deed of trust and option to purchase/equity-sharing agreement to acceptable purchase money loans listed after Step 8.

However, if the market price of the unit is equal to or below the affordable housing cost for a median, moderate, or workforce income household, no documents will need be recorded against the inclusionary units in the relevant income category. For example, if a developer is required to build two workforce housing units and the fair market value of the units is equal to or lower than

the affordable price, the developer may sell the two units for fair market value and at resale, the owners will not be required to share any equity with the City. The City will, however, require verification that the unit was, in fact, sold at the affordable price.

The City may require more than fourteen working days to review the application if the documents provided show a significant change in the homebuyer's situation since the City's initial review of the file or if the City desires to obtain its own appraisal of unrestricted fair market value. IF THE PACKET IS INCOMPLETE, THE SALE CANNOT PROCEED UNTIL ALL NEEDED DOCUMENTS ARE PROVIDED.

Step 8. If required to be recorded, the title company returns to the City a copy of the executed and recorded option to purchase and equity-sharing agreement, deed of trust, and request(s) for notice of default and the original executed copy of the City's promissory note and buyer's disclosure.

Step 9. Within 21 days of completing the sale or rent of all inclusionary units, the developer shall notify all remaining applicants on the waiting list that they were not selected. Applicants shall be informed that they are welcome to reapply for later phases of development or for other projects. The developer shall notify the City once completing the notification.

Acceptable Purchase Money Loans. The following are acceptable purchase money loans for inclusionary units.

- (1) Fully documented 30-year fixed rate fully amortized loans.
- (2) Down payment/closing cost assistance programs provided by the state, federal or other community programs may be allowed upon review and approval by the City.
- (3) Fees and charges to the borrower for the purchase money loan(s) must be reasonable and consistent with industry standards.

Homebuyers may have one or more purchase money loans, but each loan must meet the standards listed in (1) – (3).

Not Acceptable Purchase Money Loans. The following loans are *not* acceptable purchase money loans for inclusionary units:

- (1) Loans permitting negative amortization (such as so-called "option ARM" loans).
- (2) Loans requiring a balloon payment.
- (3) Interest only loans.
- (4) So-called "no documentation" loans.
- (5) Loans otherwise not meeting the standards specified under "Acceptable Purchase Money Loans."

F. PROCESS FOR INITIAL RENT-UP OF INCLUSIONARY UNITS

In rental developments, the management firm is the entity that is responsible for occupant selection and documentation.

Step 1. The developer submits a marketing plan with the information described in Part D above to the City for approval either 90 days prior to completion of the first inclusionary unit, in the first phase of a project, or 60 days before completion of the first inclusionary unit, in subsequent project phases.

In addition to the information described in Part D, the marketing plan includes the form of the rental agreement or lease to be used for the inclusionary units. The rental agreement or lease must incorporate provisions conforming with Section Five regarding periodic recertification of tenant incomes and the effect of increased income on the tenant's rent and ability to remain in the unit.

The marketing plan also includes proposed maximum rents for the inclusionary units; lists all utilities to be paid by the tenant; and explains any other criteria to be used by the manager to select tenants. For instance, the manager may require a minimum credit score.

Step 2. After approval of the marketing plan and rents by the City, the developer markets the inclusionary units consistent with the marketing plan and makes application packets available to all who request them.

Step 3. After the deadline for submitting applications, the developer reviews all applications and determines if the applicant is eligible to rent a unit, based on income, household size, and any other criteria approved by the City as part of the project's marketing plan. The developer must verify income as described in the developer's marketing plan. The developer then groups all apparently eligible applicants by the City's preference categories (residents displaced by public action, renters displaced by private action, those who live or work in the City, all others), unless the preferences are modified by the developer's use of another source of financing.

Step 4. The developer submits to the City: a) a complete listing of all pre-screened applicants, sorted by preference group (if applicable), and indicating the developer's determination of eligibility (in hard copy and in an electronic format, either in Excel or Word); and b) the complete file for each applicant, numbered to correspond to the list of applicants.

Step 5. The City reviews and either approves or requests changes in the developer's submittals within 30 business days.

Step 6. The developer offers units to eligible applicants beginning with the first preference group, unless the City's preferences have been modified by the developer's use of another source of financing. Within each preference group, the developer may determine the order in which units are offered to eligible applicants. Applicants selected to rent an inclusionary unit must agree to sign the rental agreement or lease. Should the initial lease-up progress slowly, the developer may suggest alternate methods for consideration by City to avoid protracted vacancies in the inclusionary units.

Step 7. After all of the inclusionary units are initially rented, or within 120 days of occupancy approval, whichever is earlier, the owner submits a monitoring report to the City as described in Section Five. If all of the inclusionary units have not been rented when the first report is

submitted to the City, an additional monitoring report shall be submitted after all of the inclusionary units have been rented.

Exception for Projects with Other Financing. If a rental project is financed through a program that has occupant selection and income verification requirements stricter than those of the City, the developer may ask the City to defer to those requirements and not require additional documentation. If approved by the City, the developer may send to the City copies of documentation required for other monitoring agencies in place of the documentation required by these Guidelines.

SECTION FOUR HOMEBUYER POLICIES

This section discusses the obligations of the buyers of the inclusionary units.

A. HOMEBUYER REQUIREMENTS

Unless the fair market value of the home is equal to or below the affordable ownership cost for a median, moderate, or workforce income household, the City will require all buyers of inclusionary homes to sign the following when they purchase their home:

- (1) An option to purchase and equity-sharing agreement that will place certain restrictions on the homebuyers' use of their property and provide an option to purchase to the City in the event of default or desire to sell.
- (2) A promissory note in favor of the City, secured by a deed of trust, to ensure repayment at the time of resale of the initial subsidy, which is equal to the difference between the affordable price and the unrestricted fair market value of the home at the time of initial sale. On resale, the homeowner must also pay the City interest on the initial subsidy and a share of any appreciation.
- (3) A disclosure to the borrower.

At the time of the sale of the home, the City will also record a request for notice of default for all other financing recorded against the property at the time of sale.

The City keeps approved standard homebuyer documents to implement the City's policies on file. The City will subordinate its deed of trust and option to purchase/equity-sharing agreement to acceptable purchase money loans listed in Section Three (E) of these Guidelines.

Documents not in substantial conformance with the standard documents, including those designed for special situations, must be submitted to the City Council for review and approval. Minor modifications to the standard documents may be approved by the City Manager or designee if the City Manager or designee finds that the modifications are consistent with the Ordinance, Guidelines, and the Affordable Housing Plan and substantially in conformance with the standard documents.

Minimum Cash Available

The applicant(s) should have sufficient readily available assets for a minimum of 5% of the purchase price for down payment, plus closing costs and other associated fees. Gift funds can be applied toward the applicants 5% down payment assistance, a signed gift letter is required by all parties.

B. EQUITY SHARING AND INTEREST PAYMENT AT RESALE

If the documents listed in Section A above are recorded against the home, then, rather than restricting the price of homes on resale, the City allows homebuyers to sell their homes at unrestricted fair market value, but to repay the City the initial subsidy, plus interest on the initial subsidy, and a share of the home's appreciation. The repayments to the City are summarized in

this section and described in detail in the option to purchase/equity-sharing agreement and borrower's disclosure. The term of the equity-sharing agreement is 30 years. At the end of the thirty-year term, the homeowner will owe the City only the difference between the initial affordable price and the unrestricted fair market value of the unit at the time of initial sale, plus interest on that amount.

Equity-Sharing Formula and Interest Payment

Upon resale, the home is sold at unrestricted fair market value, and the homeowner pays the City the following:

- (1) Initial subsidy (difference between the initial unrestricted fair market value and the purchase price paid by the homebuyer);
- (2) 3% simple interest on initial subsidy; and
- (3) Share of appreciation (the difference between the initial unrestricted fair market value and the sales price of the home upon resale). The share of the appreciation retained by the homeowner is 3% times the number of years of occupancy. At 30 years, a homeowner will receive 100% of the share of appreciation.

TABLE 3: SHARING OF APPRECIATION AT RESALE EXAMPLES

Share of Appreciation	Year 1	Year 5	Year 10	Year 15	Year 20	Year 25	Year 30+
City Share	97%	85%	70%	55%	40%	25%	0%
Homeowner Share	3%	15%	30%	45%	60%	75%	100%

If the sales price of the home at resale is less than its unrestricted fair market value when it was initially purchased, then the initial subsidy to be repaid to the City will be equal to the difference between the purchase price paid by the homebuyer and the home's actual sales price. However, the City may conduct its own appraisal to verify that the home is actually being sold at unrestricted fair market value.

Valuation of Improvements

The homeowner is entitled up to a maximum of \$14,000 for rehabilitation and other capital improvements that have an initial cost of \$2,000 or more. The credit will be based on the valuation shown on the building permit issued for the capital improvements and will be added to the homeowner's share of appreciation at resale.

To be eligible for the credit, the capital improvements must be constructed with a building permit and be pre-approved by the City as an eligible capital expense. At resale, the building permit valuation of all pre-approved capital improvements will be added together to determine the homeowner's credit (up to the \$14,000 maximum).

C. OCCUPANCY AS PRINCIPAL RESIDENCE

The inclusionary home must be the homebuyer's principal place of residence, and each homeowner must live in the home for at least ten months out of each calendar year. Annually, all homebuyers must certify to the City in writing that they are meeting this requirement.

However, if the homebuyer is required to relocate for employment or medical reasons for less than six months, the homebuyer may rent or lease the home with the approval of the City. The tenant's income cannot exceed the affordability level established for the home (very low, lower, median, moderate, or workforce), and the maximum rent that can be charged is the **lower** of: (i) rent affordable to a household at the income level of the home; or (ii) actual costs to the homeowner of principal, interest, homeowners' dues, property taxes, and insurance. The City may charge a fee for monitoring any rentals.

If a home is rented without permission, the City may sue to prevent the owner from renting out the home, and the homeowner will owe excess rents, if any, equal to the difference between the permitted rent and that charged the tenant. In addition, rental without permission or failure to occupy the home for at least 10 months out of every year constitutes a default, and the City may exercise its option to purchase the home or take any other enforcement action authorized by its agreement with the homeowner.

D. REFINANCE OF FIRST MORTGAGE

The City will subordinate its deed of trust and option to purchase/equity-sharing agreement to a refinanced first mortgage under the following conditions:

- (1) Following the refinance, the principal amount of all debt secured by the home, including the principal, accrued interest, and appreciation share on the City's note, cannot exceed either (a) 90 percent of the unrestricted fair market value of the property, or (b) the existing balance of the original first lender loan, whichever is greater.
- (2) The refinanced first lender loan must meet the same standards established in Section Three for a purchase money loan.
- (3) If the existing balance of the original first lender loan plus the principal, accrued interest, and appreciation share on the City's note exceeds 90 percent of the unrestricted fair market value of the property, then the new first lender loan must reduce the owner's principal and interest payments.
- (4) Borrower(s) pay the City a \$500 refinance fee in escrow.

So that the City may verify compliance with the conditions listed above, a request for subordination should be accompanied by the following:

- (1) Preliminary title report.
- (2) Signed loan application for new loan.
- (3) Preliminary loan approval document from new lender that describes new loan terms and conditions.

- (4) Lender's appraisal.
- (5) Estimated HUD-1 Settlement Statement.
- (6) Prepared subordination agreement, in a form acceptable to the City Attorney.
- (7) Prepared Request for Notice of Default, in a form acceptable to the City Attorney.

The City may require that an appraisal be completed at the homebuyer's expense by an appraiser approved by the City to verify the loan-to-value ratio.

E. SUBORDINATE FINANCING

The City will not allow owners of inclusionary homes to borrow additional funds in a position junior to the City's loan (which means a third or fourth mortgage, or an equity line of credit).

F. CITY OPTION TO PURCHASE; PROPERTY TRANSFERS

The City's agreement with buyers of inclusionary homes grants the City an option to purchase the home at unrestricted fair market value if it is sold during the 30-year term of the agreement. The City may assign its option to purchase the home to another public agency, a nonprofit organization, or a household meeting income and other requirements. If the City chooses not to exercise its option, it will normally use any funds it receives from the sale (repayment of initial subsidy, equity share, and interest payments) to subsidize a resale of the home to another eligible homebuyer at an affordable price, but may choose to use the proceeds for other affordable housing purposes.

Resale Procedures

The owner of an inclusionary unit must give the City thirty days notice of the owner's intent to sell or transfer the property. The owner must complete a pest control report and allow the City to inspect the property. The City will complete an appraisal to determine the unrestricted fair market value and decide within that 30-day period whether or not to exercise its option to purchase the property at unrestricted fair market value. If the City decides to exercise its option, or to assign the option to another person, it will close escrow within 45 days after deciding to exercise its option (assuming that the seller has met the terms of the purchase agreement). The seller will pay two and half percent (2.5%) of the sales price to the City rather than a real estate commission if the City exercises its option.

If the City exercises its option, and the seller desires to dispute the property's unrestricted fair market value, the seller must complete an appraisal at the seller's expense. If the City and the seller cannot agree on the property's unrestricted fair market value, the parties will select a third appraiser to determine the purchase price, with the City and seller sharing equally in the cost of the appraisal.

If the City decides not to exercise its option, then the homeowner may sell the property on the open market at unrestricted fair market value. The seller will pay a one percent (1%) sales price to the City at close of escrow to offset the administrative expenses relating to the inclusionary program. At least 15 days but not more than 45 days before the close of escrow, the seller must

give the City the following documentation to ensure that the unit is being sold at unrestricted fair market value:

- (1) Final sales contract.
- (2) A declaration from the seller and buyer stating that the sales contract represents all consideration for the home.
- (3) Name of title company and escrow holder.

If the City's appraisal was completed more than six months before the close of escrow or if the sales price is less than 95% of the City's appraisal of unrestricted fair market value, the City may complete another appraisal to verify that unit is being sold at unrestricted fair market value.

After close of escrow, the seller must give the City a copy of the HUD-1 settlement statement showing all payments made from escrow.

On any sale of the property, whether through exercise of the City's option or sale on the open market, the homeowner must repay the initial subsidy, accrued interest, and the City's share of appreciation.

Permitted Transfers

No permission from the City is required for the following transfers, but all owners of the inclusionary unit remain bound by the resale agreement and City note:

- (1) a good faith transfer by an owner to a spouse or domestic partner where the spouse or domestic partner becomes the co-owner of the property;
- (2) a transfer between spouses as part of a dissolution proceeding, or between domestic partners as part of the dissolution of a domestic partnership;
- (3) a transfer by an owner into an inter vivos trust in which owner is the beneficiary;
- (4) transfers by will or inheritance to an existing spouse, child, or domestic partner of the owner following the death of owner, providing that any inheriting child executes a new option to purchase and equity-sharing agreement, promissory note, and deed of trust with a 30-year term; and
- (5) a transfer by operation of law on the death of a joint tenant.

A "domestic partner" is defined in Section 297 of the California Family Code. An individual is considered a domestic partner of the owner by presenting the Declaration of Domestic Partnership filed with the California Secretary of State.

The homeowner must provide the City with notice of these permitted transfers at least fifteen days before they occur, except that if a transfer occurs due to inheritance or to the death of an owner, the City must be notified within 30 days.

G. DEFAULT

The City's option to purchase the inclusionary unit may also be exercised if the homebuyer is in default for any reason. The most common reasons for default include:

- (1) Failure to occupy the property as the principal residence of the owner, or renting the property without the City's permission.
- (2) Non-permitted transfer of the property without notification to the City.
- (3) Foreclosure on another deed of trust or mortgage.
- (4) Bankruptcy.
- (5) Misrepresentation when acquiring the home.
- (6) Placing an additional encumbrance on the property without City approval.

If the homeowner is in default, the City will normally give the homeowner the opportunity to cure the default, unless there is a need to act immediately, such as in the case of foreclosure. The City may exercise its option to buy the home at an affordable price, or may choose to cure the default or utilize other legal remedies. These include foreclosure, injunction, or any other available legal action to enforce the affordability agreements.

SECTION FIVE
RENTAL POLICIES
(FOR DEVELOPMENTS THAT CHOOSE TO PARTICIPATE IN THE INCLUSIONARY PROGRAM)

This section discusses the continuing obligations of the developer and property manager in renting, monitoring and managing the inclusionary units.

A. RENT REGULATORY AGREEMENT

After the inclusionary rental units are built, the owner and the City enter into a Rent Regulatory Agreement, which is recorded against the property in place of the Inclusionary Housing Agreement. A deed of trust may also be recorded to secure the Rent Regulatory Agreement. A Rent Regulatory Agreement will have a term of 30 years and includes the following:

- (1) Identification of inclusionary units.
- (2) Occupancy requirements for inclusionary units.
- (3) Allowable rents; procedure for setting initial rents, annual monitoring, and increasing rents.
- (4) Provisions for initial verification and annual monitoring of tenant incomes.
- (5) Procedures for initial marketing and rental of vacant inclusionary units.
- (6) Management and maintenance procedures.
- (7) Definitions of default and remedies for default, including default for inadequate maintenance and nuisances on the property.
- (8) Provisions for a monitoring fee to be paid to the City.

The Rent Regulatory Agreement may be subordinated *only* to:

- (1) Liens to secure payment of real estate taxes and assessments, not delinquent;
- (2) Non-monetary matters affecting the title which, at the discretion of the City Manager or designee, do not unreasonably impact the security of the Rent Regulatory Agreement; and
- (3) A lien or regulatory agreement of a local, federal, or state governmental agency, provided that both of the following conditions are met:
 - a. The public agency is providing financing or other assistance for the housing development; and
 - b. The statute or regulation governing the financing or assistance from that agency does not permit the City's Rent Regulatory Agreement to be senior to the agency's agreements.

B. MANAGEMENT PLAN

In addition to the Rent Regulatory Agreement, each project that has inclusionary units must prepare a Management Plan. While the Rent Regulatory Agreement is recorded against the property, the Management Plan is not and is intended to provide a greater level of detail than the Rent Regulatory Agreement. It must include the information specified for the rental marketing plan described in Section Three above, plus the following information:

- (1) A brief history of the management entity and its previous experience managing other affordable rental complexes.
- (2) Plan for maintaining occupancy of and marketing vacant inclusionary units.
- (3) Means to select and verify the eligibility of applicants for vacant inclusionary units and to verify the City's preference categories (unless another government subsidy program modifies the preferences).
- (4) Means to recertify annually the incomes of tenants in inclusionary units.
- (5) Means to maintain a waiting list for vacancies.
- (6) Provisions for annual reporting to the City of rents and tenant incomes.
- (7) Non-discrimination and fair housing/non-discrimination provisions.
- (8) Maintenance standards and house rules to be included in tenant leases.
- (9) Contact information for use by the City, including a telephone number, e-mail address, and list of persons responsible for communication with the City.
- (10) Form of the rental agreement or lease to be used for the inclusionary units. The owner shall apply the same rental terms and conditions to tenants of inclusionary units as are applied to all other tenants, except as otherwise required by the inclusionary Ordinance and these guidelines and/or other government subsidy programs. In particular, the rental agreement or lease must incorporate provisions required by this Section Five regarding periodic recertification of tenant incomes, the effect of increased income on the tenant's rent and ability to remain in the unit, and the tenant's obligation to comply with all monitoring requirements. A rental agreement or lease for inclusionary units will normally have at least a 12-month term.

The Management Plan must also provide that apartments be leased or rented in compliance with all federal, state, and City fair housing laws and regulations. Eligible applicants for inclusionary units shall not be discriminated against based on participation in rent subsidy programs, such as Section 8, or based on source of income.

If a project is financed through a program that requires a management plan that includes the above information, the City may elect to receive a copy of that management plan and not require an additional plan. If the other management plan contains some but not all of the above information, the City may limit its requirements to the information it needs.

C. RENTAL OF VACANT INCLUSIONARY UNITS

Whenever an inclusionary unit becomes available, the manager shall immediately notify the City. The owner of rental inclusionary units may fill vacant units in one of two ways:

- (1) Selecting households that are qualified based on income and household size, so long as the owner complies with the marketing requirements included in the project's approved Management Plan, if any; or
- (2) Selecting income-eligible households from the Section 8 voucher waiting list available from the Housing Authority of the County of Monterey.

D. CHANGES AND ADJUSTMENTS TO RENTS

Rents may be raised only once every twelve months based on increases in area median income, adjusted for assumed household size, as published periodically by the California Housing and Community Development Department in the California Code of Regulations, Title 25, Section 6932, or successor provision. Notices of rent increases must be provided to the City and to the tenants of the rental inclusionary units at least 30 days before the effective date of the rent increase, or as otherwise required by any law or subsidy program.

Rental Rate Determination

The City or its agent will determine the rental rate for inclusionary units by income level and household size. The rents will be determined based on the annual HCD published income limits and section 50053 of the California Health and Safety Code.

Annual rent (inclusive of fees and utilities) for very low-income units cannot exceed 30% of 50% of the area median income adjusted for the size of the household appropriate for the unit. Annual rent (inclusive of fees and utilities) for low-income units cannot exceed 30% of 60% of the area median income adjusted for household size appropriate for the unit.

Rent includes all charges related to occupancy of the unit including utilities, parking fees, fees for use of common facilities and other fees and charges. If utilities are not paid by the property owner, the rent for the inclusionary units must be adjusted downward to allow for a utility allowance calculated in accordance with the utility allowances published by the Housing Authority of the County of Monterey.

E. ON-GOING MONITORING

The manager of all inclusionary rental units must provide an annual report to the City by March 1 of each year. The annual report includes the following information:

- (1) Income and household size of all households residing in inclusionary units;
- (2) Identification of all inclusionary units by income category (very low, low, or moderate) and number of bedrooms within the development;
- (3) Monthly rent charged for each inclusionary unit and any additional charges, including utilities, parking, and any other costs; and

- (4) Percentage vacancy of inclusionary units during the previous year.

If a project is financed through an affordable housing program requiring annual reports that include the above information, the City may elect to defer to those requirements and not require additional monitoring reports. If approved by the City, the management firm may send to the City copies of the annual report required for other monitoring agencies.

The City may at its option perform additional monitoring of the inclusionary rental units, including review of management records, performance of an audit, contacts with tenants, and other reasonable monitoring to ensure compliance with the Inclusionary Housing Ordinance. For residential multi-family projects that include inclusionary rental units in their development the City will charge the owners an annual monitoring fee of \$200/per unit for the duration of their regulatory term.

Occupancy Conditions

The approved tenant(s) must occupy the inclusionary rental unit during the entire term of the lease. If an additional occupant (roommate, family member, etc.) moves into the inclusionary unit, he/she will be considered part of the existing household. In such cases, the inclusionary tenant must notify the City or its agent prior to the move in date, and the entire household (including the new occupant) will be reevaluated to determine eligibility, include household income requirements. If the tenant(s) fail to receive approval from the City for any changes in occupancy or if the tenant(s) subleases the property, the tenant household will no longer be eligible to occupy the inclusionary unit.

Owning Property

The applicant(s) cannot own a home and/or be on title of a property in order to qualify for a inclusionary rental unit.

Annual Re-Certification of Income

At least once a year, the property owner shall requalify BMR tenants to verify that they are eligible to remain in inclusionary rental units. On an annual basis, requalification shall be based upon the inclusionary tenant's household income, as determined by HOME Part 5 income standards.

F. EFFECT OF INCREASED TENANT INCOMES

The manager must annually monitor the income of tenants in inclusionary units.

If annual monitoring shows that the income of a tenant household occupying a very low income inclusionary unit exceeds fifty percent (50%) of area median income, but not eighty percent (80%) of area median income, as adjusted for household size, the tenant household may remain in the unit at a rent that is affordable to lower income households. After that tenant household vacates the unit, it must again be rented to an eligible very low income tenant household at a rent that is affordable to very low income households.

If the income of a tenant household occupying either a very low income or a lower income inclusionary unit exceeds eighty percent (80%) of area median income, but does not exceed one hundred percent (100%) of area median income, adjusted for household size, then the tenant's rent may be raised to an affordable rent based on thirty percent (30%) of the household's actual income.

If the income of a tenant household occupying either a very low income or a lower income inclusionary unit exceeds one hundred percent (100%) of area median income, then the tenant household must be given six months' notice to vacate the unit. To avoid displacing these households, the owner may, at the owner's option and with the City's approval, allow the tenant to remain in the original unit at a market rent and designate the next newly vacated unit as the replacement inclusionary unit within the appropriate income category.

If the terms of another governmental subsidy restrict the owner's ability to raise the tenant's rent or to require the tenant to vacate the unit (for instance, for a tax credit project), then the City will modify its rent regulatory agreement so that these provisions are consistent among the various programs.

Unit Affordability	Homeowner Income	Pricing
Very Low Income	Below 50% of the area median income	Very Low Income pricing
Very Low Income	Between 50 and 80% of the area median income	Low Income pricing
Very Low Income	Between 80% and 100% of the area median income	30% of actual income
Very Low Income	Above 100% of area median income	Must vacate unit within 6 months or pay market prices
Low Income	Below 80% of the area median income	Low Income pricing
Low Income	Between 80% and 100% of the area median income	30% of actual income
Low Income	Above 100% of the area median income	Must vacate unit within 6 months or pay market prices

G. SALE OF INCLUSIONARY RENTAL UNITS AND CONVERSION TO CONDOMINIUMS

Any inclusionary rental units to be converted to condominiums, or which are initially rented despite a recorded condominium map, must be sold to households within the same affordability range as required for the inclusionary rental unit. In other words, a lower income rental unit must be sold at a price affordable to lower income households. Homebuyer documents ensuring the continued affordability of the unit must be recorded at the time of sale, and converted units must otherwise comply with all requirements applicable to owner-occupied inclusionary units.

Approval of Marketing Plans and sales are required prior to the sale of any rental inclusionary unit in the same manner as specified in Section Three above for sales of new inclusionary units to homebuyers.

State law (Government Code Section 66427.1) and Article VII, Chapter 31, of the Salinas City Code require that existing tenants be given the right of first refusal to purchase their apartment on the terms available to other tenants if it is converted to a condominium. An existing tenant in an inclusionary unit should be given the choice of purchasing their apartment at the restricted price, subject to all the requirements of the homebuyer program; or purchasing a market-rate unit in the condominium on the same market-rate terms available to other buyers. All condominium conversions and sales must comply with all other applicable State statutes and City Ordinances and policies.

SECTION SIX
SALINAS INCLUSIONARY HOUSING TRUST FUND

The Inclusionary Housing Trust Fund is a separate City fund established for the specific purpose of providing the City with funds to assist in the development, rehabilitation, or preservation of housing that is affordable to very low income, lower income, median-income, moderate income, and workforce income households in the City of Salinas. All in lieu fees, rental housing impact fees, promissory note repayments, shared appreciation payments, monitoring fees, penalties, and interest generated by inclusionary units or by monies in the Fund shall remain in the Fund. Monies in the Fund may be used for property acquisition, development assistance, construction, financing, rent subsidies, and other uses, and for other activities required to provide affordable housing, such as homebuyer education and the costs of administering programs to develop, rehabilitate, or preserve affordable housing.

In expending monies from the Fund, priority shall be given to affordable housing that is of a type, or made affordable at a cost or rent, for which there is a need in the City and which is not adequately supplied in the City by private housing development in the absence of public assistance.

EXHIBIT A
AFFORDABLE HOUSING PLAN CONTENTS

The Affordable Housing Plan need be only at the same level of detail as the application for a residential development. However, in every case except Specific Plans, the Affordable Housing Plan must indicate which inclusionary option (either Option 1, 2, 3 or alternative) the developer is selecting. No Affordable Housing Plan is required if the developer indicates in the initial application the developer's intent to pay rental housing impact fees or in-lieu fees.

Where the initial Affordable Housing Plan is not at sufficient detail to determine compliance with the Ordinance, the City may require additions to the Affordable Housing Plan as part of later planning approvals, or as part of the Affordable Housing Agreement. The Affordable Housing Plan must include:

1. Total number of dwelling units in the residential development: _____
2. Inclusionary option selected (One, Two, Three or Alternative): _____
3. Total number of inclusionary units provided: _____
4. Preliminary financial pro forma or other feasibility analysis, if an alternative is selected
5. Project Schedule and Timelines; phasing of construction of inclusionary units in relation to market-rate units
6. For each unit type or model home type, show the number of units, number of bedrooms, square footage, and tenure. This table may be expanded and duplicated for large and/or complex projects. If the project will be phased, complete a separate table for each phase of the project.
7. Site plan showing location of inclusionary units in the development. If the project will be phased, show the location of each phase. If the project consists of a multifamily building or buildings, provide a floor plan showing the location of the units in the structure, or, provide a narrative description sufficient for City to evaluate compliance with dispersal and other requirements.
8. If the project will be phased, describe the construction and completion schedule for the inclusionary units in relation to the market-rate units.
9. Describe the proposed design of the inclusionary units. (If designs are not being provided for the market-rate units as part of this planning application, designs for the inclusionary units may be submitted when they are submitted for the market-rate units.)
10. List any public subsidies or public financing that will be used for the inclusionary units. If public subsidies or public financing will be used, please provide a description of the financing type, the required length of affordability, and means to keep units affordable if different from the standard City affordability provisions.
11. If rental inclusionary units are proposed, complete the attached form.
12. For rental inclusionary units, describe:
 - a. Means to be used to verify tenant incomes both at occupancy and annually.

- b. Financing mechanism for on-going administration and monitoring.
13. Is the project requesting a density bonus, incentives, concessions or waivers? If so, please provide information as required by section 37-50.060 of the Zoning Ordinance.
14. If the project is requesting an alternative, provide a description of the alternative explaining how the alternative complies with each of the requirements for that alternative contained in Section 17-13.

SAMPLE AFFORDABLE HOUSING PLAN UNIT SUMMARY TABLE

INCOME LEVEL OF BUYERS	TYPE OF UNIT (single-family detached, townhouse or other attached, multifamily)	TENURE (rental or for-sale)	NUMBER OF UNITS	NUMBER OF BEDROOMS	SQUARE FOOTAGE	NUMBER OF BATHROOMS (Describe fixtures)	LAUNDRY FACILITIES (Unit hookups, or total number on-site)
Market-Rate Units							
Workforce Income							
Moderate Income							
Lower Income							
Very Low Income							

REQUEST TO PROVIDE AFFORDABLE RENTAL HOUSING

Date

- (a) I have proposed a project for _____ residential units located at (address and assessor's parcel number):

Address

Assessor's Parcel Number

- (b) The proposed project at the above address is subject Article 3, Chapter 17 of the Salinas Municipal Code related to affordable housing.
- (c) To comply with Chapter 17, the project proposes to provide ____ units of rental housing affordable to ____ very low ____ lower income households by providing:

____ Affordable rental units in a rental residential development in conformance with Section 17-10.

____ Affordable rental units in a for-sale residential development in conformance with Section 17-9.

____ Affordable rental units in off-site affordable housing in conformance with Section 17-13(a).

- (d) To comply with Chapter 17, the development proposes that each rental affordable unit will be subject to a rent regulatory agreement with a term of 30 years and will be rented to very low or low income households, as proposed in item (c) above, at affordable rents consistent with Health and Safety Code Section 50053 and regulations adopted by the California Department of Housing and Community Development (California Code of Regulations Title 25, Sections 6910 through 6924) or successor provisions.
- (e) All proposed rental affordable units will not be subject to Civil Code Section 1954.52(a) nor any other provision of the Costa Hawkins Rental Housing Act (Civil Code Sections 1954.51 et seq.) inconsistent with controls on rents, because, pursuant to Civil Code Sections 1954.52(b) and 1954.53(a)(2), I hereby agree to the limitations on rents contained in subsection (d) above of this affidavit in consideration for the following direct financial contribution or any form of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code):

____ Waiver of Salinas rental housing impact fee in the amount of \$_____;

____ Other direct financial contribution (please specify amount and source of funds: _____);

___ Density bonus, incentive, waiver, or other regulatory incentive of a form specified in Government Code §65915 *et, seq.* (please specify: _____);

___ Development agreement with City.

- (f) I will enter into an agreement with the City to be recorded against the affordable rental property providing for the limitations on rents contained in subsection (d) above of this affidavit.
- (g) I am a duly authorized officer, agent, or owner of the subject property.

Date

Signature

Name (Print), Title

EXHIBIT B
INCLUSIONARY HOUSING AGREEMENT CONTENTS

All Inclusionary Housing Agreements should include the following:

- A. Legal description of the entire property
- B. Location of the inclusionary units
- C. Development schedule in relation to the market-rate units; implementation of concurrency requirements
- D. Type and tenure of units (single-family, condominium, townhouse, etc.; rental or ownership)
- E. Number of bedrooms, bathrooms, and square footage of inclusionary units
- F. Unit design and appearance
- G. Level of affordability and length of affordability
- H. Procedures for marketing the units
- I. If for-sale units:
 - 1. Provisions for recording restrictions against individual units as the inclusionary units are sold, if required
 - 2. Use of City Council resolution to set initial affordable sales prices when units are ready for occupancy
 - 3. Procedures for selecting initial buyers and verifying incomes and preferences, including first-time homebuyer status.
 - 4. Mechanism for terminating the Inclusionary Housing Agreement once homebuyer restrictions are recorded against title.
- J. If rentals:
 - 1.Provisions for recording permanent rent regulatory agreement
 - 2.Use of City Council resolution to set initial affordable rentals when units are ready for occupancy
 - 3.Procedures for selecting initial renters and verifying incomes and preferences
 - 4.Mechanism for terminating the Inclusionary Housing Agreement once the rent regulatory agreement is recorded against title
 - 5.Provisions for ongoing monitoring.
- K. If approved as part of Option 3, timing of payment of in-lieu fees, dedication of land, or construction by a non-profit sponsor. Mechanism for terminating or modifying the Inclusionary Housing Agreement once the fees have been paid and the land has been dedicated; or inclusionary units constructed by the non-profit sponsor.
- L. Provisions for payment of City fees

- M. Provisions for minor and substantive amendments
- N. Remedies in the event of default.

EXHIBIT C
CALCULATION OF AFFORDABLE RENTS

ASSUMED HOUSEHOLD SIZE:

	<u>0-BR</u>	<u>1-BR</u>	<u>2-BR</u>	<u>3-BR</u>	<u>4-BR</u>	<u>5-BR +</u>
Number of Persons	1	2	3	4	5	1 additional person for each additional bedroom

AFFORDABLE RENTAL HOUSING COSTS:

Very Low Income: 30% times 50% of the monthly area median income adjusted for family size appropriate to the unit

Lower Income: 30% times 60% of the monthly area median income adjusted for family size appropriate to the unit

UTILITY ALLOWANCES:

Utility allowances will be the Section 8 utility allowances published annually by the Housing Authority of the County of Monterey. To determine the rent that may be charged to tenants of inclusionary units, the monthly utility allowance is deducted from the affordable rent if the tenant pays for utilities. Any mandatory fees charged for use of the property must also be deducted from the affordable rent.

EXHIBIT D
CALCULATION OF AFFORDABLE SALES PRICES

ASSUMED HOUSEHOLD SIZE:

	<u>0-BR</u>	<u>1-BR</u>	<u>2-BR</u>	<u>3-BR</u>	<u>4-BR</u>	<u>5-BR +</u>
Number of Persons	1	2	3	4	5	1 additional person for each additional bedroom

AFFORDABLE OWNERSHIP HOUSING COSTS:

Median Income: 30% of 90% of the area median income, adjusted for family size appropriate to the unit.

Moderate Income: 30% of 110% of the area median income, adjusted for family size appropriate to the unit.

Workforce Income: 30% of 150% of the area median income, adjusted for family size appropriate to the unit.

AFFORDABLE OWNERSHIP SALES PRICE ASSUMPTIONS:

Homeowners' Insurance	0.25% of Appraised Value
Homeowners' Association Fees	Project Specific (if required)
Private Mortgage Insurance (PMI)	0.5% of Mortgage (if required)
Property Taxes and Property Assessments	1.25% of Sales Price
Loan Terms	30 yr. Fully Amortized Principal + Interest, FNMA Interest Rate %
Downpayment	5.0% of Sales Price

EXHIBIT E

HOME PART 5 INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Inclusions

This table presents the Part 5 income inclusions as stated in the Code of Federal Regulations

General Category	Statement from 24 CFR 5.609 paragraph (b) (April 1, 2004)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in number 14 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in number 3 of Income Exclusions).
6. Welfare Assistance	<p>Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income:</p> <p style="padding-left: 40px;">Qualify as assistance under the TANF program definition at 45 CFR 260.31; and</p> <p style="padding-left: 40px;">Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c).</p> <p>If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:</p> <ul style="list-style-type: none"> ▶ the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; <i>plus</i> the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

EXHIBIT E

HOME PART 5 INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Exclusions

This table presents the Part 5 income exclusions as stated in the Code of Federal Regulations

General Category	Statement from 24 CFR 5.609 paragraph (c) (April 1, 2004)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Disabled Persons	Certain increases in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	<ul style="list-style-type: none"> a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

EXHIBIT E

HOME PART 5 INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Exclusions

This table presents the Part 5 income exclusions as stated in the Code of Federal Regulations

17. Other Federal Exclusions	<p>Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:</p> <ul style="list-style-type: none"> • The value of the allotment made under the Food Stamp Act of 1977; • Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); • Payments received under the Alaskan Native Claims Settlement Act; • Income derived from the disposition of funds to the Grand River Band of Ottawa Indians; • Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; • Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; • Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721); • The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands; • Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal workstudy program or under the Bureau of Indian Affairs student assistance programs; • Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, OlderAmerican Community Service Employment Program); • Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation,M.D.L. No. 381 (E.D.N.Y.); • Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments; • The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; • Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, state job training programs and career intern programs, AmeriCorps); • Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation; • Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990; • Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran; • Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and • Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.
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ORDINANCE NO. 2594 (N.C.S.)

**AN ORDINANCE OF THE CITY OF SALINAS AMENDING ARTICLE III OF
ARTICLE 17 (HOUSING) OF THE SALINAS MUNICIPAL CODE RELATING TO THE
PROVISION OF INCLUSIONARY HOUSING**

BE IT ORDAINED BY THE COUNCIL OF SALINAS:

SECTION ONE: Finding and Declarations.

The city council of Salinas finds and declares as follows:

- a) Although Salinas has historically included much of the housing affordable to Monterey County's workforce, housing costs have escalated sharply, increasing faster than incomes for most groups in the community. In 2014, the Salinas Metropolitan Statistical Area (MSA) ranked as the fifth least affordable region in the United States. There is a severe shortage of adequate, affordable housing for extremely low, very low, lower, median, moderate, and workforce income households, as evidenced by the following:
 - (1) According to the Salinas housing element, 12.7 percent of Salinas households are extremely low income households; 15.6 percent of Salinas households are very low income households; and 19.1 percent are lower income households. In 2014 only 16.7 percent of the homes sold in the Salinas MSA were affordable to a household earning the area's median income, and prices have risen rapidly since then. Median rents are not affordable to extremely low, very low, and lower income households, which together comprise almost half the city's population.
 - (2) Because of the shortage of affordable housing in Salinas, half of the households in the city overpay for housing. The housing element found that forty-nine percent of Salinas households who own their homes pay more than thirty percent of income for housing, and twenty-four percent pay more than fifty percent of their income for housing. Fifty-two percent of renter households pay more than thirty percent of income for housing, and twenty-four percent of renter households pay more than fifty percent of their income for housing. These households are overpaying for their housing, according to standards of the United States Department of Housing and Urban Development, and the percentage of those overpaying has substantially increased since 2000, when thirty-one percent of Salinas owners and forty percent of Salinas renters paid more than thirty percent of their income for housing. Nearly three-quarters of lower income households are overpaying for housing. Providing decent housing at affordable costs allows households to utilize their resources for other necessary pursuits, such as education, food, investment, and saving for retirement. Providing decent rental housing at affordable costs allows households to save money to purchase a home.
 - (3) Many households are overcrowded. According to the housing element, Salinas households are much larger than the state average. The average household size in Salinas is 3.66, while in California the average household size is 2.90. Over seventeen percent of all households

in Salinas are overcrowded. Five percent of households in the city are severely overcrowded.

- b) The 2015-2023 regional housing needs allocation for the city, mandated by California Government Code Section 65584 and prepared by the Association of Monterey Bay Area Governments, states that fifty-eight percent of new housing in Salinas should be affordable to very low, lower, and moderate income families. Federal and state government programs do not provide nearly enough affordable housing or subsidies to provide the required percentage of moderate, lower, or very low income households.
- c) Goal H-1 in the city's housing element is to provide a variety of affordability levels to address existing and projected housing needs in Salinas. It is the city's policy to enhance the public welfare by encouraging a variety of housing types to give households of all types and income levels the opportunity to find suitable housing. (Policy H-1.1) It is also the city's policy to encourage the geographic dispersal of affordable housing throughout the city. (Policy H-1.6) The housing element further encourages the development of affordable housing with a focus on the needs of the local workforce (Policy H-3.1), through inclusionary housing (Policy H-3.7), and through collaborative partnerships with market-rate housing developers (Policy H-3.8). The city can achieve its goals of providing more affordable housing and achieving an economically balanced community only if part of the new housing built in the city is affordable to households with limited incomes.
- d) Action H-8, "Inclusionary Housing" in the city's housing element states that the city will continue to implement its inclusionary housing program and is in the process of updating the inclusionary ordinance, including reviewing the in-lieu fee. The city intends to review and update if necessary its inclusionary ordinance every five years. The proposed amendments to the inclusionary ordinance are intended to implement housing element action H-8. In particular, to ensure economic feasibility, the proposed amendments reduce the amount of affordable housing required in for-sale projects to 15 to 20 percent (compared with 20 to 35 percent in the city's existing ordinance), allow developers to pay an in-lieu fee as an alternative to providing the required on-site affordable units, and provide additional options that a developer may elect to meet its affordable housing requirements.
- e) The amended inclusionary ordinance codified in this article will substantially advance the city's legitimate interest in providing additional housing affordable to all income levels and dispersed in residential developments in the city because all inclusionary units required by the ordinance codified in this article, including both rental and ownership units, must be affordable to very low, lower, median, moderate, and workforce income households.
- f) New market-rate rental residential developments will create local-serving jobs, of whom a quantifiable number will have very low, low, or moderate incomes, and so will increase the demand for and exacerbate the shortage of housing available for households at these income levels, as demonstrated in the Housing Impact Fee Nexus Study prepared by Vernazza Wolfe Associates, Inc. in January 2016. An additional residential rental housing feasibility study was conducted by Vernazza Wolfe Associates, Inc. in March 2017. The amendments included in this ordinance allow the city to adopt a rental housing impact fee.

- g) Based on the findings above, the city desires to further the public health, safety, and welfare by adopting the requirements contained in this article. Affordable units provided within a development further the community's housing element goals of maintaining both economic diversity and geographically dispersed affordable housing. Requiring builders of new market rate housing to include some housing affordable to very low, lower, median, moderate, and workforce income households is also reasonably related to the impacts of their projects, as demonstrated in the Nexus Study. Providing additional alternatives to for-sale developers, including payment of an in-lieu fee, ensures that developers can construct economically viable projects without public subsidies while incorporating affordable housing into their projects or assisting in providing affordable housing elsewhere in the city.

SECTION TWO: Article 3 (Housing) of Chapter 17 (Housing) of the Salinas Municipal Code is amended to read as follows:

17-6. Purpose

The purpose of this article is to:

- a) Enhance the public welfare by establishing policies which require the development of housing affordable to households of very low, lower, median, moderate, and workforce incomes.
- b) Assist in meeting the city's share of regional housing needs as mandated by State law.
- c) Offset the demand for affordable housing that is created by new market-rate housing development.
- d) Implement the housing element's goals and objectives.

17-7. Definitions

Unless specifically defined in this section, words or phrases used in this article shall be interpreted so as to give this article its most reasonable application.

- a) "Affordable housing plan" means a plan submitted in conformance with Section 17-16 specifying the manner in which inclusionary units will be provided in conformance with this article and consistent with the Salinas General Plan and Chapter 37 of the Salinas Municipal Code.
- b) "Affordable ownership cost" means a reasonable down payment and an average monthly housing cost during the first calendar year of occupancy, including mortgage loan principal and interest, mortgage insurance, property taxes and property assessments, homeowners insurance, homeowners association dues, if any, and all other dues and fees assessed as a condition of property ownership, which does not exceed: (1) 30 percent of 50 percent of area median income for very low income households; (2) 30 percent of 70 percent of area median income for lower income households; (3) 30 percent of 90 percent of area median income for median income households; (4) 30 percent of 110 percent of area median income for moderate-

income households; (5) 30 percent of 150 percent of area median income for workforce income households. Area median income shall be adjusted for assumed household size based on unit size as follows: one person in a studio unit, two persons in a one-bedroom unit, three persons in a two-bedroom unit, four persons in a three-bedroom unit, five persons in a four-bedroom unit, and six persons in a five-bedroom unit. The inclusionary housing guidelines may incorporate procedures for determining affordable ownership cost in accordance with this section.

- c) "Affordable rent" means monthly rent, including a reasonable utility allowance and all mandatory fees charged for use of the property, which does not exceed: (1) 30 percent of 50 percent of area median income for very low income households; and (2) 30 percent of 60 percent of area median income for lower income households. Area median income shall be adjusted for assumed household size based on unit size as follows: one person in a studio unit, two persons in a one-bedroom unit, three persons in a two-bedroom unit, four persons in a three-bedroom unit, and five persons in a four-bedroom unit. The inclusionary housing guidelines may incorporate procedures for determining affordable rent in accordance with this section.
- d) "Applicant" or "developer" means a person, persons, or entity that applies for a residential development and also includes the owner or owners of the property if the applicant does not own the property on which the development is proposed.
- e) "Area median income" means the annual median income for Monterey County, adjusted for household size, as published periodically in the California Code of Regulations, Title 25, Section 6932, or its successor provision.
- f) "Attached Development" means townhomes, condominiums or unit(s) in which the physical connection of two structures share any part of a common wall or roof with no more than one hundred and twenty units.
- g) "Building permit" includes full structural building permits as well as partial permits such as foundation-only permits.
- h) "City Manager" means the city manager of the city or his or her designee.
- i) "Common ownership or control" refers to property owned or controlled (including by an option to purchase or a purchase agreement) by the same person, persons, or entity, or by separate entities in which any shareholder, partner, member, or family member of an investor of the entity owns ten percent (10%) or more of the interest in the property.
- j) "Contiguous property" means any parcel of land that is: (1) touching another parcel at any point; (2) separated from another parcel at any point only by a public right of way, private street or way, or public or private utility, service, or access easement; or (3) separated from another parcel only by other real property under common ownership or control of the applicant.

- k) "Density bonus units" means dwelling units approved in a residential development under California Government Code section 65915 et seq. that are in excess of the maximum residential density otherwise permitted by the Salinas General Plan or zoning ordinance.
- l) "Downtown Area" means the area within the boundaries of the Central City Overlay District as defined per Zoning Code 37-40.300.
- m) "First approval" means the first of the following approvals to occur with respect to a residential development: development agreement, general plan amendment, specific or area plan adoption or amendment, zoning, rezoning, pre-zoning, planned development permit, tentative map, parcel map, conditional use permit, special use permit, or building permit.
- n) "For-sale residential development" means any residential development or portion of a residential development that involves the creation of one or more additional dwelling units or lots that may lawfully be sold individually. A for-sale residential development also includes a condominium conversion as described in Article VII of Chapter 31.
- o) "Future Growth Area" is that incorporated area designated by the 2002 General Plan, located north of Boronda Road, and bounded by San Juan Grade Road to the west, Williams Road to the east, and Rogge Road and the future extensions of Russell Road and Old Stage Road to the north.
- p) "Inclusionary housing agreement" means an agreement in conformance with Section 17.16 of this article between the city and an applicant, governing how the residential development shall comply with this article.
- q) "Inclusionary housing guidelines" means the requirements for implementation and administration of this article adopted by city council.
- r) "Inclusionary unit" means a dwelling unit required by this article to be affordable to very low, lower, median, moderate, or workforce income households.
- s) "Lower income households" means those households whose annual income, adjusted for household size, does not exceed the low income limits, adjusted for household size, applicable to Monterey County as defined in California Health and Safety Code Section 50079.5 and published annually in Title 25 of the California Code of Regulations, Section 6932 (or its successor provision).
- t) "Market rate unit" means a new dwelling unit in a residential development that is not an inclusionary unit.
- u) "Median income households" means households whose annual income, adjusted for household size, does not exceed area median income.
- v) "Moderate income households" means households whose annual income, adjusted for household size, does not exceed the moderate income limits applicable to Monterey County as

defined in California Health and Safety Code Section 50093 and published annually in Title 25 of the California Code of Regulations, Section 6932 (or its successor provision).

- w) "Planning permit" means any discretionary approval of a residential development, including but not limited to a development agreement, general plan amendment, specific or area plan adoption or amendment, zoning, rezoning, pre-zoning, planned development permit, tentative map, parcel map, conditional use permit, or special use permit.
- x) "Rental residential development" means any residential development or portion of a residential development that creates one or more additional dwelling units that cannot lawfully be sold individually.
- y) "Residential development" means any development project requiring a planning permit or a building permit, if no planning permit is needed, for which an application has been submitted to the city, and where the residential development would either (1) create ten or more additional dwelling units or lots; (2) convert ten or more existing rental dwelling units to condominiums; or (3) is contiguous to property under common ownership or control of the applicant where the combined residential capacity of all of the applicant's property under the General Plan designation or zoning is ten or more additional residential units or lots.
- z) "Surplus inclusionary unit" means any inclusionary unit constructed as part of a residential development without city funds or nine percent low income housing tax credits, and which is excess of the numerical requirement for inclusionary units for that residential development. "City funds" include both money which originates directly from the city, such as general fund monies, and that which originates from other sources, such federal and state funds, but that the city allocates. "City funds" also include any waiver of city fees.
- aa) "Unit type" means detached single-family home, duplex, triplex, townhome, or multifamily construction.
- bb) "Very low-income households" means households whose annual income, adjusted for household size, does not exceed the very low income limits applicable to Monterey County as defined in California Health and Safety Code Section 50105 and published annually in Title 25 of the California Code of Regulations, Section 6932 (or its successor provision).
- cc) "Workforce income households" means households whose annual income, adjusted for household size, does not exceed 160 percent of area median income.

17-8. Exemptions

This article shall not apply to any of the following:

- a) Projects that are not residential developments as defined in Section 17-7(x), including but not limited to those residential developments creating fewer than ten additional dwelling units or lots.

- b) Residential developments which are developed pursuant to the terms of a development agreement executed prior to the effective date of this ordinance or which have otherwise received a vested right to proceed without conforming to this article under state law, provided that such residential developments shall comply with any affordable housing requirements consistent with the development agreement.
- c) Residential developments exempted by Government Code section 66474.2 or 66498.1, provided that such residential developments shall comply with any predecessor ordinance in effect on the date the application for the development was deemed complete.
- d) Residential developments located in the Downtown Area, unless the city council by resolution determines that, based on market conditions, the provisions of this article will be applied in the Downtown Area.
- e) Residential developments that have submitted a complete planning or building permit application along with full payment of required application fees to the city prior to the effective date of this ordinance, provided that such residential developments shall comply with any approved affordable housing plan and any predecessor ordinance applicable to the development.
- f) One-hundred percent affordable low-income housing projects with either a recorded deed restriction, restrictive covenant or regulatory agreement of no less than thirty years.

17-9. Basic Inclusionary Housing Options – For-Sale Residential Developments

An applicant for a for-sale residential development may elect to provide one of the basic options described in this section or elect to propose one of the options described in Section 17-13. The requirements of this section are minimum requirements and do not preclude a residential development from providing additional affordable units or affordable units with lower rents or sales prices than required by this section.

Calculations of the number of required inclusionary units shall exclude any density bonus units that are part of the residential development. Fractions of one-half or greater shall be rounded up to the next highest whole number, and fractions of less than one-half shall be rounded down to the next lowest whole number.

- a) **On-Site For-Sale Inclusionary Units.** An applicant for a for-sale residential development may elect to provide on-site for-sale inclusionary units at affordable ownership cost as follows:
 - (1) Option One: A minimum of four percent of the dwelling units in the residential development shall be affordable to very low income households, eight percent shall be affordable to lower income households, four percent shall be affordable to moderate income households, and four percent shall be affordable to workforce income households, for a minimum twenty percent inclusionary units total.

- (2) Option Two: A minimum of six percent of the dwelling units in the residential development shall be affordable to median income households, six percent to moderate income households, and three percent to workforce income households, for a minimum fifteen percent inclusionary units total.
- b) **On-Site Rental Inclusionary Units.** An applicant for a for-sale residential development may elect to provide on-site rental inclusionary units at affordable rent as follows:
- (1) Option One: A minimum of eight percent of the dwelling units in the residential development shall be affordable to very low income households and four percent shall be affordable to lower income households, for a minimum twelve percent inclusionary units total.
- (2) Option Two: If an applicant elects Option One under Section 17-9(a) above, the applicant may elect to provide the very low income units and the lower income units as rental units rather than for-sale unit, so that a minimum of four percent of the dwelling units in the residential development shall be available to very low income households at affordable rent, eight percent shall be available to lower income households at affordable rent, four percent shall be available to moderate income households at affordable ownership cost, and four percent shall be affordable to workforce income households at affordable ownership cost, for a minimum twenty percent inclusionary units total. Under this option, an applicant may elect to pay rental housing impact fees in order to satisfy the rental obligation.
- (3) To ensure compliance with the Costa-Hawkins Residential Rent Control Act (Civil Code Section 1954.50 *et seq.*), the city may approve on-site rental inclusionary units only if the applicant agrees in a rent regulatory agreement with the city to limit rents in consideration for a direct financial contribution or a form of assistance specified in Density Bonus Law (Government Code Section 65915 *et seq.*).
- (4) Any rent regulatory agreement for rental units in a for-sale residential development shall include provisions for sale of the inclusionary units and relocation benefits for tenants of the inclusionary units if the owner of the residential development later determines to offer the inclusionary units in the residential development for sale at affordable ownership cost.
- c) **Payment of In-Lieu Fees.** An applicant for a for-sale residential development may elect to pay in-lieu fees as described in Section 17-14 and adopted from time to time by resolution of the city council.

17-10. Basic Inclusionary Housing Options – Rental Residential Developments

An applicant for a rental residential development may elect to provide one of the basic options described in this section or elect to propose one of the options described in Section 17-13. The requirements of this section are minimum requirements and do not preclude a residential development from providing additional affordable units or affordable units with lower rents or sales prices than required by this section.

- a) **Payment of Rental Housing Impact Fees.** An applicant for a rental residential development may elect to pay rental housing impact fees as described in Section 17-14 and adopted from time to time by resolution of the city council. If an applicant chooses to pay rental housing impact fees, the applicant will also make twelve percent of the units within the development available to section 8 housing choice voucher program participants so long as the section 8 housing choice voucher program is in effect.
- b) **On-Site Rental Inclusionary Units.** An applicant for a rental residential development may elect to provide on-site rental inclusionary units at affordable rent as follows:
 - (1) A minimum of eight percent of the dwelling units in the residential development shall be affordable to very low income households and four percent shall be affordable to lower income households, for a minimum twelve percent inclusionary units total.
 - (2) Calculations of the required number of inclusionary units shall exclude any density bonus units that are part of the residential development. Fractions of one-half or greater shall be rounded up to the next highest whole number, and fractions of less than one-half shall be rounded down to the next lowest whole number.
 - (3) To ensure compliance with the Costa-Hawkins Act (Chapter 2.7 of Title 5 of Part 4 of Division 3 of the Civil Code), the city may approve on-site rental inclusionary units only if the applicant agrees in a rent regulatory agreement with the city to limit rents in consideration for a direct financial contribution or a form of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.
 - (4) An applicant may submit a request to provide different on-site rental percentages and affordability levels in order to comply and satisfy the requirements of the California tax credit allocation committee 4% or 9% low-income housing tax credit programs. Submittal of such request must be reviewed and approved by the city.
- c) The city may require on-site rental inclusionary units at such time as current appellate case law in *Palmer/Sixth Street Properties, L.P. v. City of Los Angeles* (2nd Dist. 2009) 175 Cal.App.4th 1396, is overturned, disapproved, or depublished by a court of competent jurisdiction or modified by the state legislature to authorize control of rents of inclusionary units

17-11. Timing of Construction of Inclusionary Units

- a) The city may issue building permits for seventy percent of the market rate units within a residential development before issuing building permits for any inclusionary units. Following issuance of seventy percent of building permits for the market rate units, the inclusionary units shall be constructed in proportion to construction of the market rate units. No building permit shall be issued for any additional market rate unit unless a proportional number of building permits have been issued for inclusionary units, and no certificates of occupancy or final inspections shall be issued for any additional market rate units unless a proportional number of certificates of occupancy or final inspections have been issued for inclusionary units. For example, if inclusionary units constitute twenty percent of the remaining units to be built in

the development after seventy percent of the market-rate units are issued building permits, inclusionary units must constitute twenty percent of the remaining building permits issued.

- b) Notwithstanding Section 17-11 (a), the city, at its sole discretion, may issue building permits for 100 percent of market rate units within a residential development before issuing building permits for any inclusionary units if the developer is partnering with an experienced non-profit affordable housing provider. If the applicant elects to propose one of the alternatives described in Section 17-13, the applicant shall propose a phasing plan for construction of inclusionary and market rate units as part of the affordable housing plan.
- c) Specific proposed timing of construction of inclusionary and market rate units shall be included in all affordable housing plans.

17-12. Standards for Inclusionary Units

- a) Inclusionary units shall be dispersed throughout the residential development, with the same unit types as the market rate units, except for the following:
 - (1) Inclusionary units affordable to workforce income households may have smaller lots than market rate units.
 - (2) Inclusionary units affordable to moderate and median income households may built in attached developments. However, at least fifty percent of the units in the attached development must be market rate units.
 - (3) Rental inclusionary units may be clustered as needed in multifamily or other housing types to provide eligibility for state and federal funding, including housing tax credits, if the affordable housing plan includes a management plan satisfactory to the city, and if approved by the city council.
- b) At a minimum, the inclusionary units shall have the same proportion of units with each number of bedrooms as the market rate units (the same proportion of one-bedroom units, of two-bedroom units, etc.). This does not preclude a developer from providing inclusionary units with more bedrooms than is required by this ordinance.
- c) Inclusionary units must meet the following minimum standards:
 - (1) Single Room Occupancy: 250 sf, $\frac{3}{4}$ bath
 - (2) Studio: 500 sq. ft., 1 bath
 - (3) 1 bedroom: 650 sq. ft., 1 bath
 - (4) 2 bedroom: 900 sq. ft., 1 bath
 - (5) 3 bedroom: 1100 sq. ft., 1.75 baths

(6) 4 bedroom: 1275 sq. ft., 1.75 baths

A full bathroom includes sink, toilet, and tub with shower. A 0.75 bath includes a sink, toilet, and tub or shower.

- d) The quality of exterior design and overall quality of construction of the inclusionary units shall be consistent with the exterior design of the market rate units in the residential development and shall meet all site, design, and construction standards included in Title 17 (Buildings and Construction), Title 19 (Subdivisions), and Title 20 (Zoning) of this Code, including but not limited to compliance with all design guidelines included in applicable specific plans or otherwise adopted by the city council, and the inclusionary housing guidelines.
- e) Inclusionary units may have different interior finishes and features than market rate units in the same residential development, as long as the finishes and features are functionally equivalent to the market rate units and are durable and of good quality and comply with the inclusionary housing guidelines. The city may adopt more detailed interior finish or construction standards in the inclusionary housing guidelines.
- f) The inclusionary units shall have the same access to and enjoyment of common open space and facilities in the residential development as the market rate units.

17-13. Developers' Compliance Options

As an alternative to the basic inclusionary housing options described in Sections 17-9 and 17-10 of this article, a developer may elect to propose one of the options included in this section. The city at its sole discretion may offer additional incentives or subsidies to achieve more inclusionary units, greater affordability, or more rental units. All options included in this section must be approved by the city council.

- a) **Off-Site Construction.** For residential developments within the Future Growth Area, the inclusionary housing requirements of this article may be satisfied by the construction of inclusionary units on a site different from the site of the residential development if the proposal meets all of the following criteria:
 - (1) The inclusionary units must be built within the Future Growth Area.
 - (2) The off-site location will not tend to cause racial segregation.
 - (3) Access to public transportation shall be equal to or better than that available to the residential development.
 - (4) The proposed site has a General Plan and zoning designation that authorizes residential uses and is zoned at a density to accommodate at least the required number of inclusionary units.

- (5) The proposed site is suitable for development of the inclusionary units in regard to configuration, physical characteristics, location, access, adjacent uses, and other relevant planning and development criteria.
 - (6) Any hazardous materials and geological hazards shall be mitigated to the satisfaction of the city. The site shall not be located in a 100-year flood plain. If federal or state funds are proposed to finance the off-site development, the site must meet all required federal or state, as applicable, environmental standards.
 - (7) The construction schedule for the off-site inclusionary units shall be included in the affordable housing plan and the inclusionary housing agreement. The off-site inclusionary units shall be constructed prior to or concurrently with the market rate units in the residential development consistent with the proposed construction schedule.
- b) **Partnership.** An applicant may elect to contract with another developer with experience in building and managing affordable housing to construct all or some of the required inclusionary units. The inclusionary housing agreement shall contain specific assurances guaranteeing the timely completion of the required inclusionary units, including satisfactory assurances that construction and permanent financing will be secured for the construction of the units within the schedule shown in the affordable housing plan.
- c) **Dedication of Land.** The inclusionary housing requirements of this article may be satisfied by the dedication of land in lieu of constructing inclusionary units within the residential development if the proposal meets all of the following criteria:
- (1) Marketable title to the site is transferred to the city, or an affordable housing developer approved by the city, prior to the commencement of construction of the residential development.
 - (2) The location will not tend to cause racial segregation.
 - (3) Access to public transportation shall be equal to or better than that available to the residential development.
 - (4) The proposed site has a General Plan and zoning designation that authorizes residential uses and is zoned at a density to accommodate at least the required number of inclusionary units.
 - (5) The proposed site is suitable for development of the inclusionary units in regard to configuration, physical characteristics, location, access, adjacent uses, and other relevant planning and development criteria, including, but not limited to, the cost of construction arising from the nature, condition, or location of the site.
 - (6) Any hazardous materials have been mitigated to the satisfaction of the city prior to transfer of title. The site is not located in a 100-year flood plain. The site meets all required federal and state environmental standards.

- (7) Infrastructure to serve the dedicated site, including but not limited to streets and public utilities, is available at the property line and has adequate capacity to serve the maximum allowable residential development.
 - (8) If the property is to be transferred to the city, the deed transferring title does not require the city to construct affordable housing on the site, but allows the city to sell, transfer, lease, or otherwise dispose of the dedicated site at the city's sole discretion. Any funds collected as the result of a sale, transfer, lease, or other disposition of sites dedicated to the city shall be deposited into the inclusionary housing trust fund described in Section 17-17. However generally, it is the city's policy to use the dedicated land for affordable housing.
 - (9) If the site is to be transferred to an affordable housing developer, the construction schedule for the inclusionary units shall be included in the affordable housing plan and the inclusionary housing agreement.
- d) **Transfers of Surplus Inclusionary Units.** For residential developments within the Future Growth Area, the inclusionary housing requirement of this article may be satisfied by the use of surplus inclusionary units if the proposal meets all of the following criteria:
- (1) A developer who completes construction and makes available one or more surplus inclusionary units at an affordable rent or affordable ownership cost may utilize those surplus inclusionary units to satisfy the developer's future inclusionary housing requirements within the Future Growth Area for a period of five years after approval of occupancy for the surplus inclusionary unit. During the last year of the first five-year period, developers may apply for one five-year extension, which may be granted at the sole discretion of the city council.
 - (2) A developer who completes construction and makes available one or more surplus inclusionary units at an affordable rent or affordable ownership cost may alternatively sell or otherwise transfer the surplus inclusionary credit to another developer within the Future Growth Area in order to satisfy, or partially satisfy, the transferee's inclusionary housing requirements.
 - (3) Any surplus inclusionary unit proposed to meet the inclusionary housing requirements of another residential development must have the same tenure (rental or ownership) and at least as many bedrooms as the required inclusionary unit and otherwise meets all requirements of Section 17-12.
 - (4) The city may develop more detailed implementation standards and requirements for credits and transfers as part of the inclusionary housing guidelines.
- e) **Other Options.** A developer may propose an option not listed above to comply with inclusionary housing requirements. Such proposals shall be made in the affordable housing plan, shall be considered by the city in accordance with this article and the inclusionary housing guidelines, and may be approved by the city if the alternative method of compliance either provides substantially the same or greater level of affordability or the amount of affordable

housing as would be required by the basic options listed in Sections 17-9 and 17-10, or provides fewer units with deeper affordability.

17-14. In-Lieu Fees and Rental Housing Impact Fees

- a) The city council may from time to time adopt by resolution housing in-lieu fees for for-sale residential developments and rental housing impact fees for rental residential developments.
- b) Payment of in-lieu fees and rental housing impact fees shall be due at the issuance of building permits for the residential development. The fees shall be calculated based on the fee schedule in effect at the time the building permit is issued.
- c) All in-lieu fees and rental housing impact fees shall be deposited in the inclusionary housing trust fund.

17-15. Continuing Affordability and Initial Occupancy

- a) The city council, by resolution, shall approve standard documents to ensure the continued affordability of the inclusionary units approved in each residential development. Prior to approval of the final or parcel map for any residential development, or issuance of any building permit, the inclusionary housing agreement shall be recorded.
- b) Rental regulatory agreements shall be recorded against all rental inclusionary units prior to occupancy. For for-sale inclusionary units, shared appreciation documents or other documents approved by the city council shall be recorded against each inclusionary unit prior to sale. However, if the price of the market rate units in that phase of the residential development is equal to or below the affordable ownership cost for a median, moderate, or workforce income household, then no documents need be recorded against the inclusionary units in the relevant income category.
- c) The term of affordability for all inclusionary units shall be thirty years. A longer term of affordability may be required if the residential development receives a subsidy of any type, including but not limited to loan, grant, mortgage financing, mortgage insurance, or rental subsidy, and the subsidy program requires a longer term of affordability.
- d) All promissory note repayments, shared appreciation payments, or other payments collected under this section shall be deposited in the city's inclusionary housing trust fund.
- e) Any household that occupies an inclusionary unit must occupy that unit as its principal residence.
- f) No household may begin occupancy of an inclusionary unit until the household has been determined to be eligible to occupy that unit. The city council, by resolution, may establish guidelines for determining household income, affordable ownership cost, affordable rent, provisions for continued monitoring of tenant eligibility, and other eligibility criteria.

- g) Any person who is a member of the city council or the planning commission, and their immediate family members, and any person having any equity interest in the residential development, including but not limited to a developer, partner, investor, or applicant, and their immediate family members, is ineligible to rent, lease, occupy, or purchase an inclusionary unit. The city council, by resolution, may establish guidelines for determination of "immediate family members."

17-16. Affordable Housing Plan Submittal and Inclusionary Housing Agreement.

- a) An affordable housing plan shall be submitted as part of the application for first approval of any residential development. No application for a first approval for a residential development may be deemed complete unless a complete affordable housing plan is submitted. If the residential development includes fewer than 10 units, the affordable housing plan shall include all contiguous property under common ownership and control. However, the applicant shall not be required to construct any dwelling units upon the contiguous property until an application is proposed for that property. No affordable housing plan shall be required if the applicant proposes to pay in-lieu fees or rental housing impact fees to satisfy the requirements of this article.
- b) For each construction phase, the affordable housing plan shall specify, at the same level of detail as the application for the residential development: the inclusionary housing option selected, the number, unit type, tenure, number of bedrooms and baths, approximate location, construction and completion schedule of all inclusionary units, and phasing of inclusionary units in relation to market rate units. If an option listed in Section 17-13 is selected, additional information shall be submitted to verify that the proposal meets the requirements of that section.
- c) The affordable housing plan shall be reviewed as part of the first approval of any residential development. The affordable housing plan shall be approved if it conforms to the provisions of this article. A condition shall be attached to the first approval of any residential development to require recordation of the inclusionary housing agreement described in subsection (e) of this section prior to the approval of any final or parcel map or building permit for the residential development.
- d) A minor modification of an approved affordable housing plan may be granted by the city manager if the modification is substantially in compliance with the original affordable housing plan and conditions of approval. Other modifications to the affordable housing plan shall be processed in the same manner as the original plan.
- e) Following the first approval of a residential development, the city shall prepare an inclusionary housing agreement providing for implementation of the affordable housing plan and consistent with the inclusionary housing guidelines. Prior to the approval of any final or parcel map or issuance of any building permit for a residential development subject to this article, the inclusionary housing agreement shall be executed by the city and the applicant and recorded against the entire residential development property to ensure that the agreement will be enforceable upon any successor in interest. If the affordable housing plan included contiguous

property under common ownership or control, and affordable housing will be required on the property under common ownership or control when that contiguous property is developed, the inclusionary housing agreement shall also be recorded against that contiguous property under common ownership or control and shall require compliance with this article upon development of that contiguous property at such time as there are planning permit applications that would authorize a total of ten or more residential units for the residential development and the contiguous property under common ownership or control.

- f) The city council, by resolution, may establish fees for the ongoing administration and monitoring of the inclusionary units, which fees may be updated periodically, as required.

17-17. Inclusionary Housing Trust Fund.

- a) All in-lieu fees, rental housing impact fees, monitoring and other fees, promissory note repayments, shared appreciation payments, or other funds collected under this article shall be deposited into a separate account to be designated as the inclusionary housing trust fund.
- b) The monies in the inclusionary housing trust fund and all earnings from investment of the monies in the inclusionary housing trust fund shall be expended exclusively to provide housing affordable to very low income, lower income, median income, moderate income, and workforce income households in the city of Salinas.

17-18. Waiver

- a) Notwithstanding any other provision of this article, the requirements of this article may be waived, adjusted, or reduced if an applicant shows, based on substantial evidence, that applying the requirements of this article to the proposed residential development would take property in violation of the United States or California Constitutions.
- b) Any request for a waiver, adjustment, or reduction under this section shall be submitted to the city concurrently with the affordable housing plan. The request for a waiver, adjustment, or reduction shall set forth in detail the factual and legal basis for the claim.
- c) The request for a waiver, adjustment, or reduction shall be reviewed and considered in the same manner and at the same time as the affordable housing plan. In making a determination on an application for waiver, adjustment, or reduction, the applicant shall bear the burden of presenting substantial evidence to support the claim. The city may assume each of the following when applicable:
 - (1) That the applicant will provide the most economical inclusionary units feasible, meeting the requirements of this article and the inclusionary housing guidelines.
 - (2) That the applicant is likely to obtain housing subsidies when such funds are reasonably available.

- d) The waiver, adjustment or reduction may be approved only to the extent necessary to avoid an unconstitutional result, after adoption of written findings based upon the advice of the city attorney and based on substantial evidence.

17-19. Implementation and Enforcement

- a) The city council may adopt inclusionary housing guidelines, by resolution, to assist in the implementation of all aspects of this article.
- b) The city attorney shall be authorized to enforce the provisions of this article and all inclusionary housing agreements, regulatory agreements, covenants, resale restrictions, promissory notes, deed of trust, and other requirements placed on inclusionary units by civil action and any other proceeding or method permitted by law. The city may, at its discretion, take such enforcement action as is authorized under this code and/or any other action authorized by law or by any regulatory document, restriction, or agreement executed under this article.
- c) Failure of any official or agency to fulfill the requirements of this article shall not excuse any applicant or owner from the requirements of this article. No permit, license, map, or other approval or entitlement for a residential development shall be issued, including without limitation a final inspection or certificate of occupancy, until all applicable requirements of this article have been satisfied.
- d) The remedies provided for herein shall be cumulative and not exclusive and shall not preclude the city from any other remedy or relief to which it otherwise would be entitled under law or equity.

SECTION THREE: SEVERABILITY

If any clause, sentence, section, or part of this article, or any fee or requirement imposed upon any person or entity, is found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall affect only such clause, sentence, section or part, or such person or entity, and shall not affect or impair any of the remaining provisions, clauses, sentences, sections, or parts or the effect of this article on other persons or entities. It is hereby declared to be the intention of the city council that this article would have been adopted had such unconstitutional, illegal, or invalid clause, sentence, section, or part not been included herein, or had such person or entity been expressly exempted from the application from the application of this article.

SECTION FOUR: EFFECTIVE DATE.

This ordinance shall take effect and be in force thirty (30) days after its adoption by the city council.

SECTION FIVE: PUBLICATION.

The Clerk of the City of Salinas published a notice in The Californian, a newspaper of general circulation printed and published in Monterey County and published and circulated in the City of Salinas, within ten (10) days from its adoption.

The foregoing ordinance was duly introduced and read before the City Council of the City of Salinas, County of Monterey, at the regular meeting of the City Council held on 16th day of May 2017, and adopted at a regular meeting of said Council held on the 6th, day of June, 2017, by the following vote:

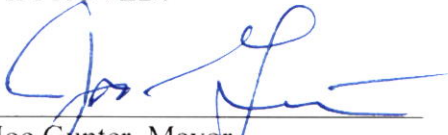
AYES: Councilmembers: Barrera, Craig, Davis, De La Rosa, McShane, Villegas and Mayor Gunter

NOES: None

ABSTAIN: None

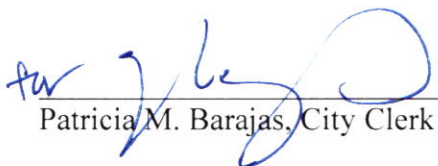
ABSENT: None

APPROVED:



Joe Gunter, Mayor

ATTEST:



Patricia M. Barajas, City Clerk

APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney

Class	City Attorney	City Manager	Community Development Dir	Finance Director	Lib/Community Svc Dir	Planning Manager	Public Works Director	Senior Planner	Grand Total
Loaded Hourly Rate	\$ 156.31	\$ 183.12	\$ 129.66	\$136.52	\$ 121.53	\$ 101.19	\$ 119.87	\$ 71.95	
Meetings	18	15	17	17	15	18	18	18	
2 hrs per meeting	2	2	2	2	2	2	2	2	
Review time	10	2	7	5	4	10	10	10	
Other Time								41	
Total Cost for Staff Time (# meetings x 2 hrs) + review and other hrs.) x hourly rate	7,190	5,860	5,316	5,324	4,132	4,655	5,514	6,260	44,251

**CITY OF SALINAS
FUTURE GROWTH AREA
ACCOUNTS RECEIVABLE
June 30, 2017-Matsui's Acreage updated**

	Acreage	% Total Acres	% Participating	Expenditures thru 06/30/12	Payments thru 06/30/12	Payments from 2008 Trust Acct	Interests/ Adjustments	Amount Due 06/30/17
Participating:								
East								
Global as Investments					(31,810.83)			(31,810.83)
Wayland/Hardy	461.52	18.78%	21.04%	585,105.68	(533,509.78)	(16,401.00)	(18,769.95)	16,424.95
Andrus	302.72	12.32%	13.80%	383,782.27	(123,073.28)	(10,754.70)	29,065.93	279,020.22
	<u>764.24</u>			<u>968,887.95</u>	<u>(688,393.89)</u>	<u>(27,155.70)</u>	<u>10,295.98</u>	<u>263,634.34</u>
West								
Glover/Barbara Emlay					(296.11)		(952.79)	(1,248.90)
Rexford	158.59	6.45%	7.23%	201,057.18	(184,455.43)	(6,399.00)	(6,747.68)	3,455.07
Sabrina-Nucci Ranch	117.95	4.80%	5.38%	149,534.61	(128,815.27)	(4,759.00)	(2,467.10)	13,493.24
Kantro	154.04	6.27%	7.02%	195,288.78	(182,298.20)	(6,214.00)	(3,419.23)	3,357.35
Bondesen	99.55	4.05%	4.54%	126,207.47	(120,664.58)	(4,016.00)	(2,022.73)	(495.84)
Harden Foundation (Harrod)	72.58	2.95%	3.31%	92,015.45	(74,366.43)	(2,927.00)	(2,951.00)	11,771.02
Madalora	108.32	4.41%	4.94%	137,325.90	(140,779.90)	(4,369.00)	9,598.66	1,775.66
Mortensen	53.94	2.20%	2.46%	68,384.04	(69,513.66)	(2,174.70)	1,600.74	(1,703.58)
	<u>764.97</u>			<u>969,813.43</u>	<u>(901,189.58)</u>	<u>(30,858.70)</u>	<u>(7,361.13)</u>	<u>30,404.02</u>
Central								
Christensen	151.39	6.16%	6.90%	191,929.17	(118,670.89)	(6,817.67)	14,543.24	80,983.85
Creekbridge	297.54	12.11%	13.56%	377,215.17	(294,294.77)		(18,614.19)	64,306.21
Matsui	215.33	8.76%	9.82%	272,991.00				272,991.00
	<u>664.26</u>			<u>842,135.34</u>	<u>(412,965.66)</u>	<u>(6,817.67)</u>	<u>(4,070.95)</u>	<u>418,281.06</u>
Subtotal Participating	2,193.47		100.00%	2,780,836.72	(2,002,549.13)	(64,832.07)	(1,136.10)	712,319.42
Non-Participating:								
East								
Matsui	53.25	2.17%						
Shibata	53.25	2.17%						
Gabilan Knights	16.98	0.69%						
Carlton	11.46	0.47%						
Clark	13.44	0.55%						
Calleros	5.61	0.23%						
First Free Will Baptist	10.43	0.42%						
	<u>164.42</u>							
West								
SUHSD	37.91	1.54%						
Piffero	0.78	0.03%						
Santa Rita Union School D	11.46	0.47%						
Glover	1.71	0.07%						
	<u>51.86</u>							
Central								
Avila	0.51	0.02%						
Settrini	46.74	1.90%						
	<u>47.25</u>							
Subtotal Non Participating	263.53							
Total	2,457.00	100.00%						