DOLLAR GENERAL

GREENFIELD, CA

SITE DATA:

APPLICANT/DEVELOPER/PROPERTY OWNER

PETER D. ANDERSON, SUCCESSOR TRUSTEE OF THE YUN SWENSEN FAMILY TRUST UNDER TRUST DECLARATION
DATED OCTOBER 25, 2001

EXISTING BUILDINGS
NONE

EXISTING USE
VACANT

EXISTING ZONE
RETAIL BUSINESS(C-R)

ASSESSOR'S PARCEL NUMBER
024-031-014, 015, 016, 017 AND 018

THE SETBACK RESTRICTIONS FOR C-R ARE AS FOLLOWS:

MINIMUM FRONT SETBACK (FEET)	0
MINIMUM SIDE SETBACK (FEET)	0
REAR SETBACK (FEET)	0
MAXIMUM BUILDING HEIGHT (FEET)	45

BUILDING AREA
TOTAL: 9,230 SF

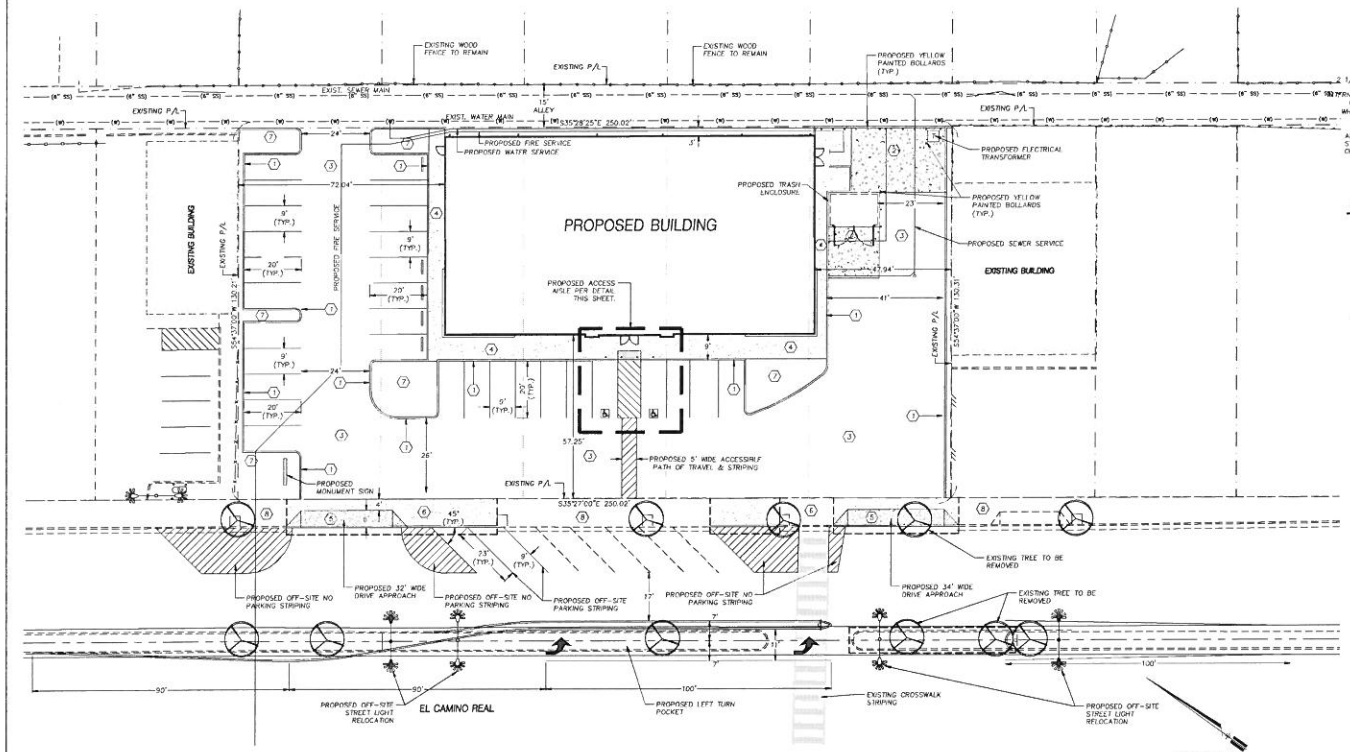
BUILDING COVERAGE
BUILDING AREA = 28.3% OF SITE

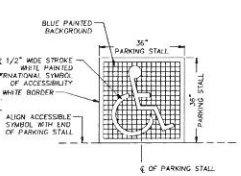
SITE AREA
SITE AREA= 32,567 SF. ±0.747 AC

PAVEMENT AREA
21,006 SF

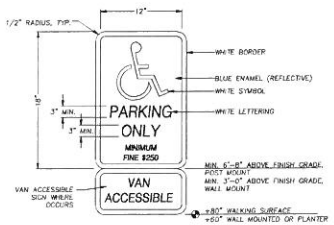
LANDSCAPE AREA
2,331 SF

El Camino Real
Walnut Ave
Walnut Ave
Walnut Ave





INTERNATIONAL SYMBOL OF ACCESSIBILITY
N.T.S.



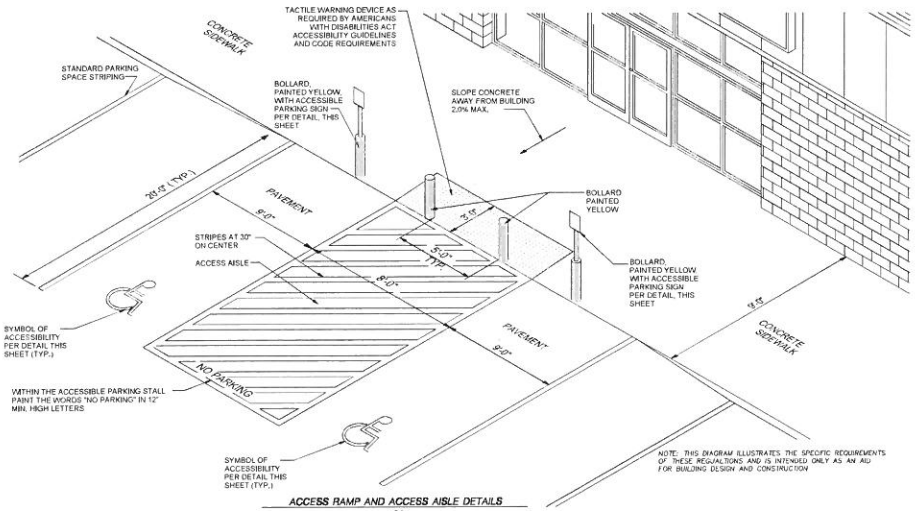
ACCESSIBILITY METAL SIGN
N.T.S.

LEGEND:

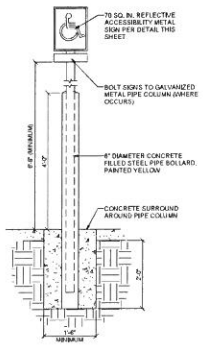
- EXISTING SECTION LINE
- EXISTING PROPERTY LINE
- PROPOSED FIRE LANE CURB
- EXISTING CURB & GUTTER
- EXISTING EDGE OF PAVEMENT
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STREET LIGHT
- EXISTING UTILITY POLE
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXIST. TREE

SITE PLAN KEY NOTES:

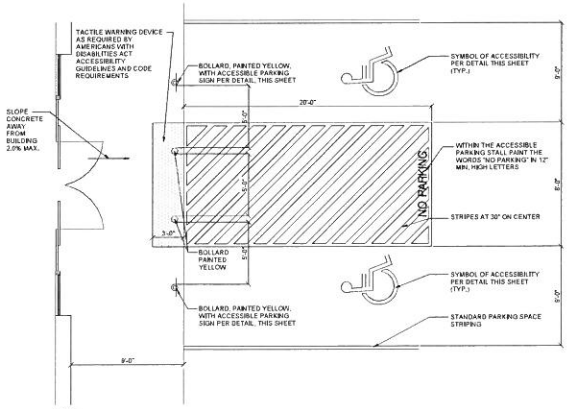
1. PROPOSED 6" HIGH CURB AND SIDEWALK TO BE POURED MONOLITHIC, TYP.
2. PROPOSED CONCRETE PAVING, TYP.
3. PROPOSED HMA PAVING, TYP.
4. PROPOSED CONCRETE SIDEWALK
5. PROPOSED DRIVEWAY APPROACH PER CITY STD.
6. PROPOSED CONCRETE SIDEWALK PER CITY STD.
7. PROPOSED LANDSCAPE
8. EXISTING SIDEWALK TO REMAIN



ACCESS RAMP AND ACCESS AISLE DETAILS
N.T.S.



ACCESS PARKING SIGN DETAIL
N.T.S.



NOTE:
ALL ACCESSIBLE RAMPS AND ACCESS AISLES SHALL MEET ALL CODES AND ADAAG REGULATIONS.

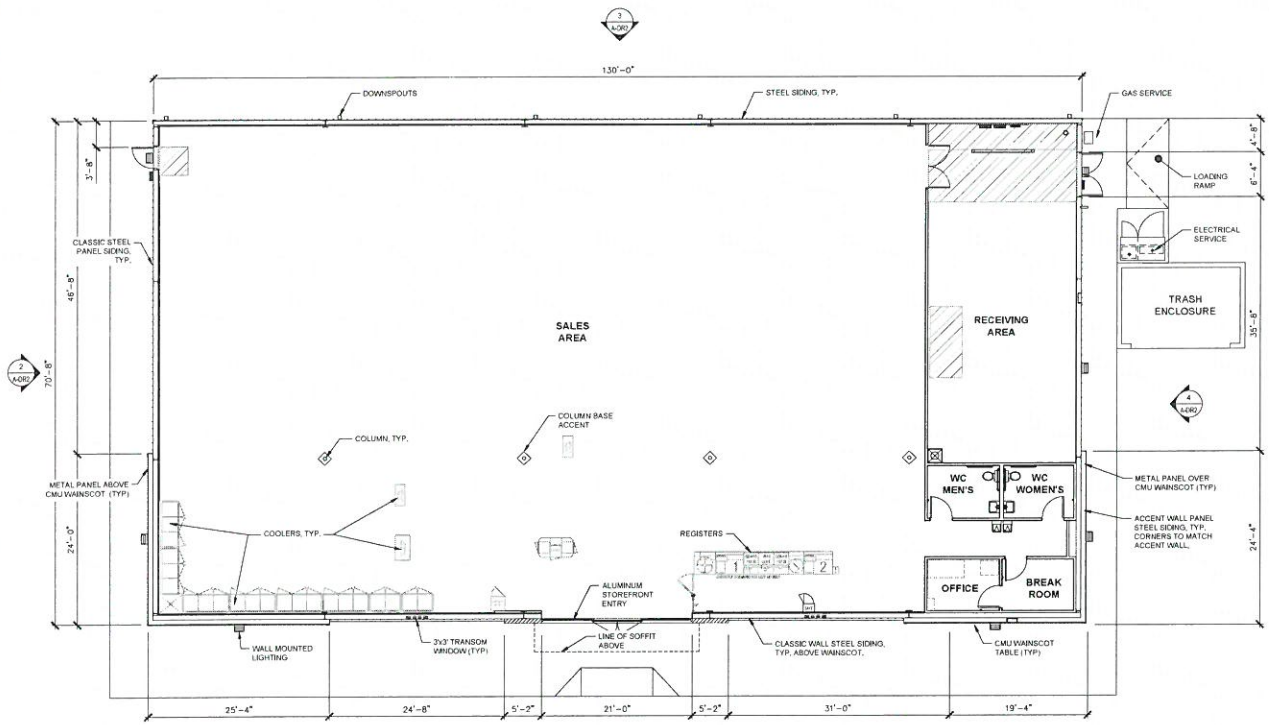
ACCESSIBLE PARKING DETAIL
N.T.S.

REGISTERED PROFESSIONAL ENGINEER RYAN S. NABERS No. 66411 CIVIL STATE OF CALIFORNIA

YAMABE & HORN ENGINEERING, INC.
2985 N. DUNN AVENUE
SUITE 101
FRESNO, CA 93727
TEL (559) 244-3123
FAX (559) 244-3120

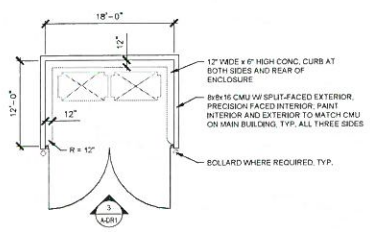
Ref. & Rev.	CITY OF GREENFIELD		
	PROJECT TITLE: DOLLAR GENERAL 559 EL CAMINO REAL	Dr. By: BR / Ch. By: RB	YH Job No. 16-280
	SHEET DESCRIPTION: SITE PLAN	Date: 06/04/2018	Sheet No. A01
		Scale: As Noted	of A03 Sheets

F:\2016\16-280\dwg\Improvements\City Plans\Site Plan\Site Plan16-280_02-A01.dwg

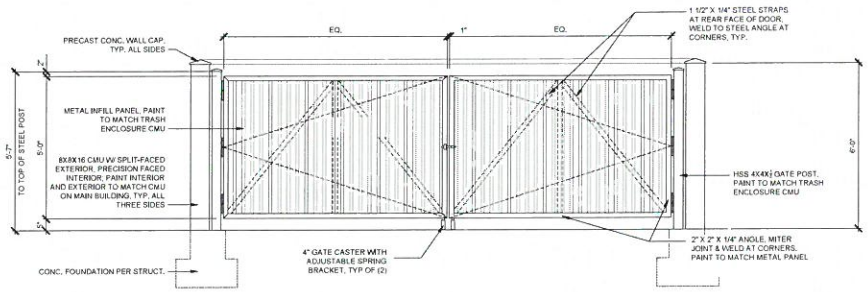


FLOOR AREA: 9,002 SF

1 FLOOR PLAN
1/8" = 1'-0"



2 TRASH ENCLOSURE
1/8" = 1'-0"



3 TRASH ENCLOSURE GATE ELEVATION
1/2" = 1'-0"

tpc
TPC Architects, Inc.
A Full Service Architectural Practice
2260 Douglas Blvd. Suite 155
Roseville, CA 95661
(916) 773-4100
Fax (916) 772-7604

DOLLAR GENERAL

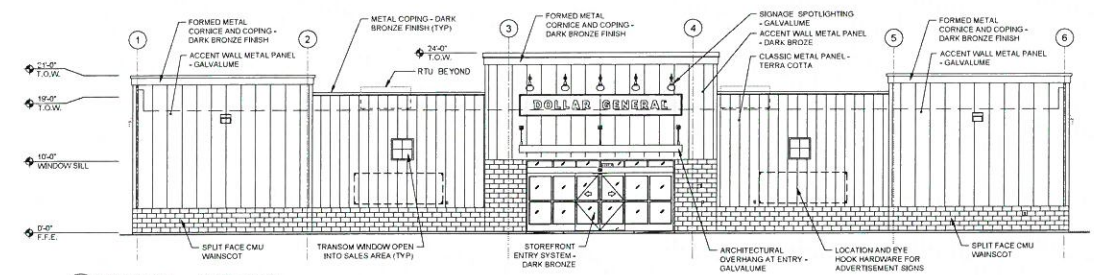
EL CAMINO REAL
& APPLE AVE.
GREENFIELD, CA
93926

DESIGN REVIEW

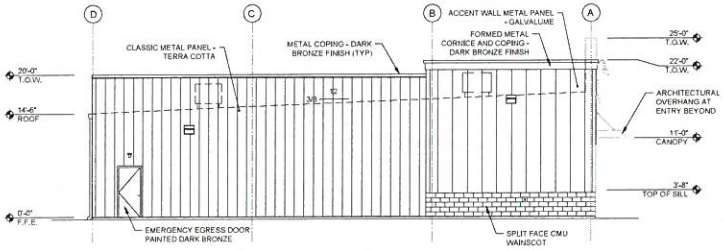
DATE: 07/25/2016

FLOOR PLAN

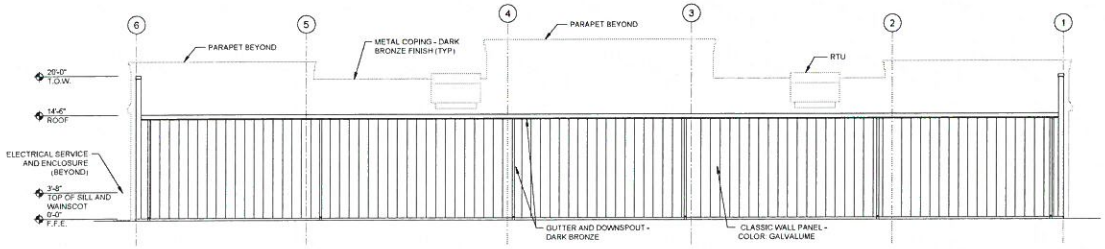
A-DR1



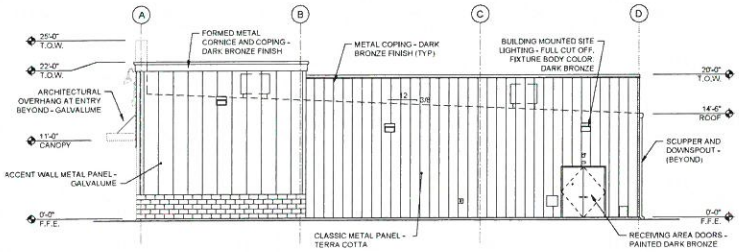
1 ELEVATION – SOUTH WEST
1/8" = 1'-0"



2 ELEVATION – SOUTH EAST
1/8" = 1'-0"



3 ELEVATION – NORTH EAST
1/8" = 1'-0"



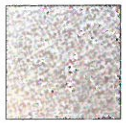
4 ELEVATION – NORTH WEST
1/8" = 1'-0"

PRE-ENGINEERED METAL BUILDING VENDOR	NUCOR BUILDING SYSTEMS ATTN: BOB BARRY (315) 622-4440 (260) 837-7891				
EXTERIOR FINISHES EXTERIOR FINISHES ARE TO MATCH OR BE EQUAL TO VP METAL BUILDING SYSTEM'S FINISH SELECTION.	TERRA COTTA	DARK BRONZE	BASALITE - COLOR 389	POLAR WHITE	GALVALUME
SCUPPER		•			
DOWN SPOUTS		•			
FRONT AND SIDE MAIN BODY& TRIM, RECEIVING & EMERGENCY EXIT DOORS (EXTERIOR OF DOORS TO BE PAINTED, REFER TO DOOR SCHEDULE)	•				
REAR METAL WALL PANELS					•
SIDE ACCENT TOWERS, REAR METAL WALL PANELS, & TRIM AT FRONT WINDOWS					•
CMU WAINSCOT- SPLIT FACE			•		
FLAT METAL SOFFIT AT STOREFRONT VESTIBULE AREA		•			
BUILDING FRONT CENTER PARAPET WALL		•			
STOREFRONT SYSTEM		•			
STANDING SEAM METAL ROOF PANELS					•
LINER PANELS (INTERIOR SALES AND RECEIVING FLOOR)				•	

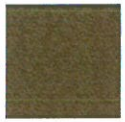
NOTE
1. REFER TO NATIONAL ACCOUNT VENDORS FOR RECOMMENDED SITE SPECIFIC VENDOR INFORMATION.
2. NATIONAL ACCOUNT AND CONTACT INFORMATION SUBJECT TO CHANGE.

EXTERIOR COLOR LEGEND

MAIN BODY STEEL PANEL:
COLOR: TERRA COTTA
PANEL STYLE: CLASSIC WALL



ACCENT AND ENTRY STEEL PANEL:
COLOR: GALVALUME
PANEL STYLE: ACCENT WALL



CORNICE AND COPING:
COLOR: DARK BRONZE
PANEL STYLE: CLASSIC WALL
CORNICE TYPE: METAL FORMED STEEL
COPING TYPE: BREAK METAL

WAINSCOT SPLITFACE CMU
COLOR: GRAY WITH BLACK/GRAY/WHITE AGGREGATE
BASIS OF DESIGN STYLE: BASALITE, SPLITFACE, COLOR 389

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Fax: (916) 772-7804

DOLLAR GENERAL

EL CAMINO REAL
& APPLE AVE.
GREENFIELD, CA
93926

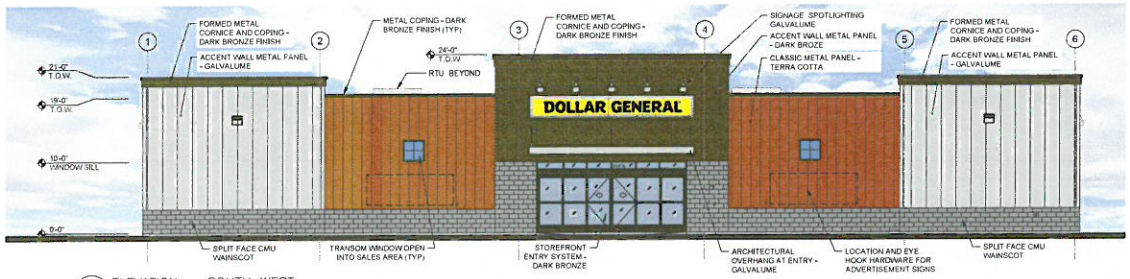
DESIGN REVIEW

DATE: 07/25/2016
REV 1: 08/17/2016
REV 2: 09/15/2016

ELEVATIONS

A-DR2

1825 A-DR2 - ELEVATIONS.dwg - Plotted: 9/15/2016



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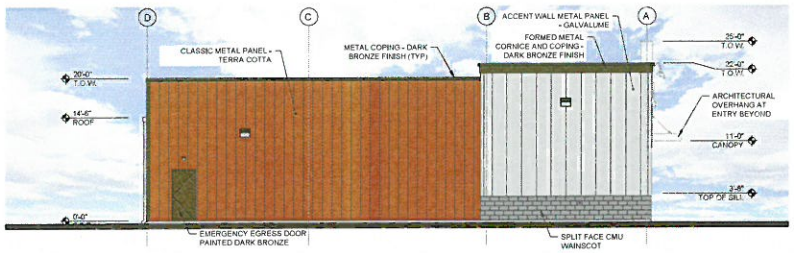
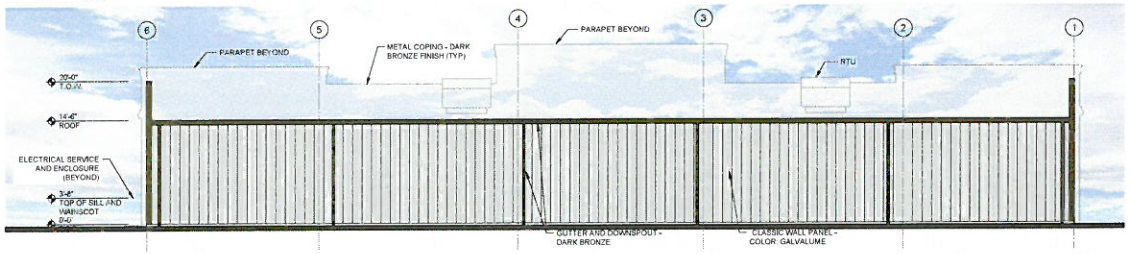


2 ELEVATION – SOUTH EAST
1/8" = 1'-0"



3 ELEVATION – NORTH EAST
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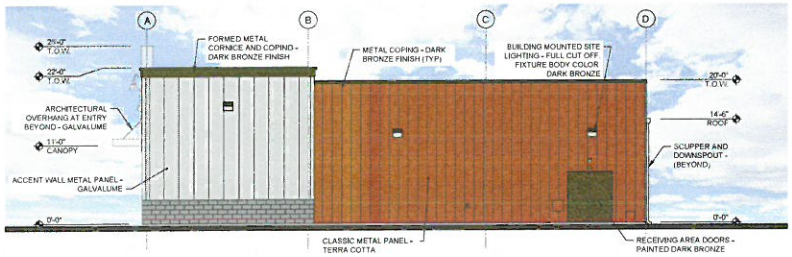

4 ELEVATION – NORTH WEST
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EXTERIOR FINISHES					
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SCUPPER		•			
DOWN SPOUTS		•			
FRONT AND SIDE MAIN BODY & TRIM, RECEIVING & EMERGENCY EXIT DOORS (EXTERIOR OF DOORS TO BE PAINTED. REFER TO DOOR SCHEDULE)	•				
REAR METAL WALL PANELS					•
SIDE ACCENT TOWERS, REAR METAL WALL PANELS, & TRIM AT FRONT WINDOWS					•
CMU WAINSCOT- SPLIT FACE			•		
FLAT METAL SOFFIT AT STOREFRONT VESTIBULE AREA		•			
BUILDING FRONT CENTER PARAPET WALL		•			
STOREFRONT SYSTEM		•			
STANDING SEAM METAL ROOF PANELS					•
LINER PANELS (INTERIOR SALES AND RECEIVING FLOOR)				•	

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93926

DESIGN REVIEW

DATE: 07/25/2016
REV 1: 08/17/2016
REV 2: 09/15/2016

COLORED ELEVATIONS

A-DR3

1625 A-DR3 – COLOR ELEVATIONS.DWG PLOTTED 9/15/2016

DOLLAR GENERAL RETAIL STORE

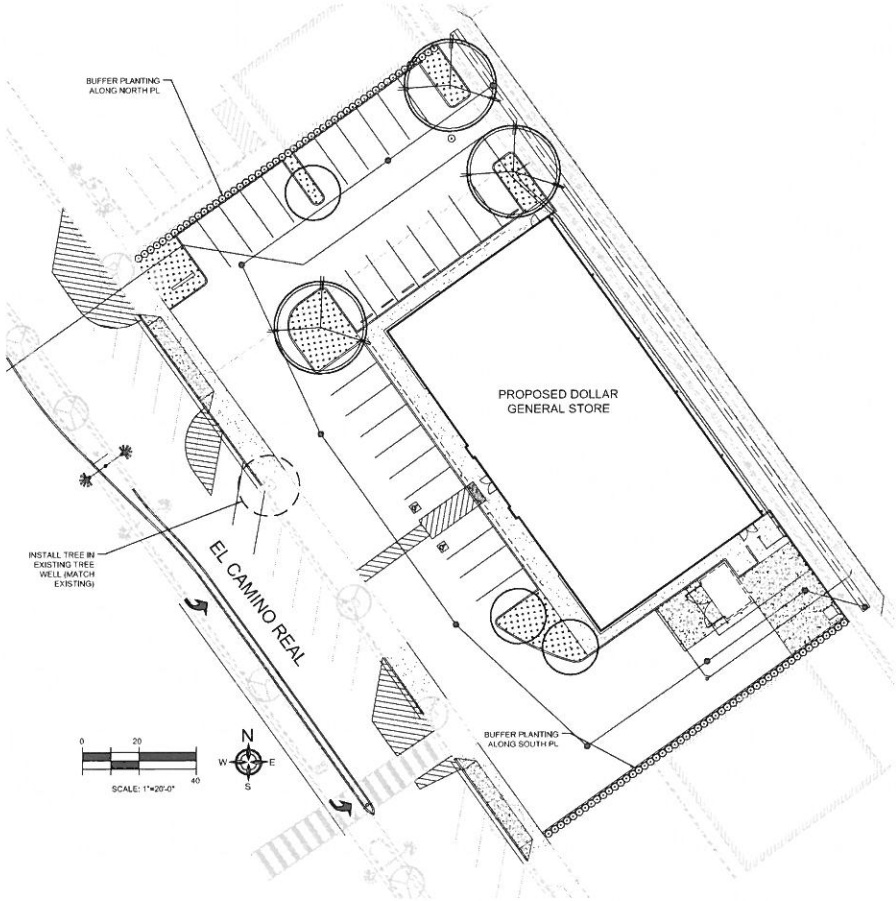
559 EL CAMINO REAL, GREENFIELD, CALIFORNIA

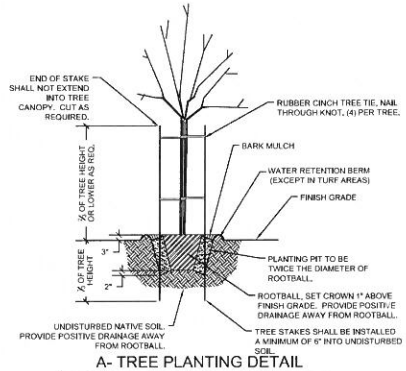
PLANTING NOTES

1. PLANTING SHALL CONFORM TO LOCAL REQUIREMENTS FOR LANDSCAPE SITE DEVELOPMENT.
2. PROVIDE MINIMUM SLOPE OF 1 ½% FOR POSITIVE DRAINAGE AWAY FROM CENTER IN ALL PLANTED AREAS.
3. THE PLANT QUANTITIES SHOWN ON THE DRAWINGS ARE INFORMATIONAL ONLY. THE CONTRACTOR IS RESPONSIBLE FOR FINAL QUANTITIES REQUIRED TO COMPLETE THE WORK. IN CASE OF DISCREPANCY, THE PLAN SHALL GOVERN.
4. ALL TREES SHALL BE PLANTED A MINIMUM OF 5' FROM UNDERGROUND UTILITIES.
5. ALL EXISTING TREES SHALL BE PROTECTED FROM DAMAGE OR INJURY. NO PARKING OR STACKING OF CONSTRUCTION MATERIAL IS ALLOWED WITHIN THE DRIPLINE OF AN EXISTING TREE.
6. IMMEDIATELY AFTER AWARD OF CONTRACT, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IF SPECIFIED PLANT MATERIAL IS AVAILABLE FROM COMMERCIAL NURSERIES. IN THE EVENT THAT A PLANT IS NOT AVAILABLE, THE LANDSCAPE ARCHITECT WILL PROVIDE ALTERNATE PLANT MATERIAL SELECTIONS. SUCH CHANGES WILL NOT ALTER THE CONTRACTOR'S ORIGINAL BID PRICE UNLESS A CREDIT IS DUE TO THE OWNER.
7. THE CONTRACTOR SHALL ENSURE THAT ALL EXCAVATED PLANT PITS HAVE POSITIVE DRAINAGE. PLANT PITS SHALL BE FULLY FILLED WITH WATER AND SHALL DRAIN WITHIN ONE (1) HOUR OF FILLING. THE CONTRACTOR SHALL EXCAVATE THROUGH ANY IMPERVIOUS LAYER IF ENCOUNTERED.
8. ALL PLANT MATERIAL SHALL COMPLY WITH ANSI Z601 'STANDARD FOR NURSERY STOCK'.
9. ROOT BARRIERS SHALL BE PROVIDED FOR ALL TREES WITHIN 5' OF ANY CURB AND/OR HARDSCAPE PAVEMENT.
10. ALL PLANTER AREAS SHALL RECEIVE A 3" LAYER OF BARK MULCH.
11. THE CONTRACTOR SHALL PROVIDE A SOILS REPORT PREPARED BY A QUALIFIED SOILS SPECIALIST AND SUBMIT TO THE OWNER FOR FINAL APPROVAL. SOILS SAMPLES SHALL BE COLLECTED AFTER ROUGH GRADING OPERATIONS AND PRIOR TO THE INSTALLATION OF PLANT MATERIAL. SOIL SAMPLES SHALL BE SUFFICIENTLY NUMEROUS TO ACCOUNT FOR ANY SOIL VARIATIONS THAT MAY BE PRESENT ON THE SITE. THE FOLLOWING MINIMUM ITEMS SHALL BE INCLUDED IN THE ANALYSIS:
    - A. INFILTRATION RATE,
    - B. SOIL TEXTURE,
    - C. CATION EXCHANGE CAPACITY,
    - D. SOIL FERTILITY INCLUDING TESTS FOR NITROGEN, POTASSIUM, PHOSPHOROUS, PH, ORGANIC MATTER AND SPECIFIC CONDUCTANCE (E.C.).
12. PRIOR TO PLANTING, SOIL AMENDMENTS SHALL BE ADDED PER RECOMMENDATIONS OF THE SOILS REPORT. SOIL AMENDMENTS SHOWN ON THE PLANS ARE TO BE USED FOR BIDDING PURPOSES ONLY. THE RESULTS OF THE SOILS TESTS THE CONTRACTOR PERFORMS SHALL DETERMINE ACTUAL AMENDMENTS.

PLANT LEGEND

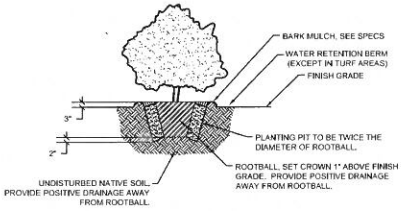
SYM	BOTANICAL/ COMMON NAME	SIZE	QTY	REMARKS
	TREES			
	PISTACIA CHINENSIS/CHINESE PISTACHE	15 GAL.	3	STANDARD
	MAGNOLIA 'LITTLE GEM'/LITTLE GEM MAGNOLIA	24" BOX*	3	STANDARD
	*NOTE: MINIMUM 33% OF PROPOSED TREES TO BE 24" BOX.			
	SHRUBS/GROUNDCOVER			
	DIETES VEGETA/FORTNIGHT LILY	5 GAL	–	
	BERBERIS THUNBERGII ATROPURPUREA	5 GAL	–	
	NANDINA 'GULF STREAM'/ HEAVENLY BAMBOO	5 GAL	–	
	ROSMARINUS OFFICINALIS TUSCAN BLUE	5 GAL	–	





A- TREE PLANTING DETAIL

NTS



B- SHRUB PLANTING DETAIL

NTS

WATER USE CALCULATIONS

REFERENCE EVAPOTRANSPIRATION = 47.0 INCHES PER YEAR (FREMONT STATION)

MAWA = (ETo) (.62) [(.45 x AREA)+(.3 x SLA)]

= (51.5") (.62) [(.45 x 1,916)+(.3 x 0)]

= 27,530 GALLONS PER YEAR

$$ETWU = (ETo)(.62)\left(\frac{PF}{IE}\right) \times AREA + SLA$$

$$SHRUBS = (51.5)(.62)\left(\frac{.3}{.81}\right) \times 1{,}916 + 0 = 15{,}219 \text{ GALLONS PER YEAR}$$

TOTAL ETWU = 22,658 GALLONS PER YEAR MAWA = 27,530 GALLONS PER YEAR

ETWU < MAWA

EMBREE ASSET GROUP

4747 WILLIAMS DRIVE
GEORGIA COMM. TX 76633
PH: (512) 819-9100
FAX: (512) 819-9112

PRELIMINARY LANDSCAPE PLAN

SEPTEMBER 22, 2016

MSLA LANDSCAPE ARCHITECTURE

306 Canyon Falls Dr. Folsom, CA 95630
ph/fax 916.989.3372 www.msladesign.com

SHEET P1 OF TOTAL 1

G:\MSLA\Projects\2016\GE316_DG_Greenfield\Exhibits\Preliminary\L_GE3PRELIM_DGGreenfield.dwg Sep 22, 2016-02:31 pm

Planning Commission Report

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: September 29, 2016

AGENDA DATE: October 4, 2016

PREPARED BY: Tad Stearn, Planning Consultant, Michael Baker International
Mic Steinmann, Community Services Director

TITLE: **SOUTH END ANNEXATION PROJECT REVIEW, CERTIFY SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT, ADOPT MITIGATION MONITORING AND REPORTING PROGRAM, APPROVE PREZONING, AND REVIEW MAJOR SUBDIVISION VESTING TENTATIVE MAP**

RECOMMENDATION: Recommend that the City Council adopt a Resolution to certify the Supplemental EIR and adopt the Mitigation Monitoring and Reporting Program, approve the prezoning of the property (238 acres), and direct staff to complete and submit an annexation application to Monterey County LAFCO based upon these approvals.

PUBLIC HEARING: Yes: __X____ No: _____

Site Location: East and west of US Highway 101, south of the city limits, between Espinosa Road and Elm Avenue

Applicant/Representative: Geary Coats, Coats Consulting

Owner: Multiple ownership (Franscioni, Scheid, L.A. Hearne, NH3)

General Plan (city): Low Density Residential**,** Highway Commercial, Heavy Industrial, and Public/Quasi Public

Zoning Districts: Agriculture (Monterey County)

Single Family Residential (R-L), Highway Commercial (C-H), Heavy Industrial (I-H) with Gateway and Mixed Use Overlay (GMO), Public and Quasi Public (PQP) (City prezoning)

Existing Use:	Agricultural (truck crops and vineyard)
Proposed Use:	Highway-serving commercial, industrial/warehouse, low-density residential
Environmental Review:	Supplemental Environmental Impact Report (SEIR) was prepared for the project

---

AUTHORITY AND PROCEDURES

Section 17.10.040 of the City of Greenfield Zoning Code sets forth the responsibilities of the Planning Commission. Those responsibilities include hearing and making recommendations to the City Council on applications for standard tentative subdivisions, zoning amendments, general plan and amendments thereto, specific plans, special planning areas, development agreements, prezoning, annexations, and other related planning studies. After a public hearing by the Planning Commission and receipt of recommendations from the Community Services Director, the Planning Commission makes a recommendation to the City Council for proposed action. It is then the responsibility of the City Council to hold a public hearing and take appropriate action on these applications.

The California Environmental Quality Act (CEQA) requires an assessment of the environmental impacts of a proposed project and the adoption of all feasible measures to mitigate those impacts. As the City's governing body, it is the City Council's responsibility to review, approve, certify, adopt, and/or take other appropriate and necessary action relating to environmental impact reports and other documents, processes, and procedures required under CEQA.

CEQA

All CEQA analyses and reviews have been completed in accordance with the CEQA guidelines as set forth in California Code of Regulations, Title 14, Chapter 3, Sections 15000 et seq. On August 8, 2006, the City of Greenfield City Council approved the South End Sphere of Influence Amendment project and related amendments to the City's General Plan. The City prepared the South End Sphere of Influence Amendment Project Final EIR (EIR) to analyze the environmental effects of the Sphere of Influence (SOI) and General Plan amendments. The City Council certified the EIR on August 8, 2006. The current South End Annexation project is very similar in scope to the previously approved project. In July 2016, the City prepared a Supplemental EIR (SEIR) to evaluate the current proposal and differences in the project description. Public review of the Draft SEIR was from July 22, 2016, to September 5, 2016. Public comments received during the review period are addressed in this staff report, and all final mitigation measures are contained in the Mitigation Monitoring and Reporting Program (MMRP). These environmental documents will be presented to the City Council for their review, consideration, and appropriate action. The Draft SEIR document is included as Attachment 2 to this staff report.

BACKGROUND

As mentioned above, the City previously analyzed and approved the South End SOI Amendment project, which addresses this group of properties. The City subsequently filed a resolution of application with the Monterey County Local Agency Formation Commission (LAFCO) to expand the SOI boundary. On March 26, 2007, LAFCO approved a comprehensive, although scaled down, amendment to the City's SOI, which included the South End territories. This approval was conditioned upon a future agreement to address the impacts of planned future growth. That agreement, the Greater Greenfield Area Memorandum of Agreement (MOA), was adopted in June 2013, and is also referred to as the City/County/LAFCO MOA.

The SOI amendment expanded the City's Sphere of Influence by 217 acres to the south, along the east and west sides of US Highway 101. The accompanying General Plan amendments designated the areas on the west side of the highway as Low Density Residential and areas on the east side of the highway as Highway Commercial and Heavy Industrial, as shown on the current General Plan Land Use Map.

With the MOA in place, in 2015 the project applicant, representing the South End property owners, approached the City of Greenfield with a request to move forward with annexation of several parcels. City staff determined that the annexation and related actions requested require appropriate review under CEQA to determine the potential environmental effects of those actions. Thus, the SEIR was prepared.

PROJECT REVIEW AND ANALYSIS

PROJECT CHARACTERISTICS

The South End Annexation project involves a series of land use actions, entitlements, and boundary changes that ultimately relate to the City of Greenfield's General Plan and adopted Sphere of Influence boundaries. The application requests multiple actions and entitlements, including:

- Prezoning and annexation of the subject properties (290 acres)
- Minor subdivision (action by County of Monterey) to detach 51.6 acres from the Franscioni parcel; these 51.6 acres will remain in the County's jurisdiction as agricultural land
- Major subdivision and City approval of a Vesting Tentative Map to create 149 single-family lots
- Williamson Act contract cancellation and easement exchange (WAEE) process for 121.4 acres of the Franscioni property, and creation of 396 acres of permanent Agricultural Conservation Easement as mitigation land
- Identification and recordation of permanent agricultural land use buffers where required
- Phased physical development of real property pursuant the land use and prezoning of the annexed property

A summary of proposed land uses, acreage, and development potential is shown in Table 1.

Table 1 – Land Use Summary

Parcel	Total Acreage	Proposed Land Use	Development Potential
221-011-017 Franscioni	173 (121.4 acres to be annexed)	Highway Commercial (61 acres), including: • Travel Center (25 acres) • Hotel/Motel (50 rooms) • Storage Facility (10 acres)	137,840 sf
		Industrial/Warehouse (approx. 60 acres)	501,500 sf
		Agricultural Easement (51.6 acres – not part of annexation)	None
221-011-068 Scheid West	47	Low Density Residential (47 acres)	149 du (maximum)
221-011-071 Scheid East	45	Highway Commercial (23 acres)	84,360 sf
		Industrial/Warehouse (22 acres)	198,000 sf
221-011-070 Scheid East Industrial	46	Industrial/Warehouse	375,500
221-011-018 L.A. Hearne Company	3	Highway Commercial (3 acres)	32,670 sf (existing)
221-011-041 and -045 NH3	3	Public/Quasi-Public (existing fertilizer operation)	No change
County and State Rights-of-Way	25	Roadways	No change
Totals	290	290	222,200 sf – new Highway Commercial 1,074,000 sf – new Industrial/Warehouse 149 du – new Low Density Residential

Project location and related mapping information are included in Attachment 1 to this staff report.

PROJECT ANALYSIS

The Vines Vesting Tentative Subdivision Map

Residential. The Vines Vesting Tentative Subdivision Map encompasses 47 acres south and west of Greenfield High School. The subdivision proposes 149 single-family lots ranging in size from 6,000 to 12,000 square feet, consistent with the City's Low Density Residential designation. The site was previously approved for 329 units in 2008. As described in the Greenfield General Plan (2005), the Low Density Residential designation provides for the development of low-density, single-family residential housing and allows for a minimum of one dwelling unit and a maximum of seven dwelling units per acre, with a minimum parcel size of 6,000 square feet. This subdivision is 3.17 units per acre. The subdivision meets the City's lot size and density requirements.

Open Space/Agricultural Buffers. The subdivision includes interim agricultural buffers on its south and west boundaries, consistent with criteria contained in the City/County/LAFCO MOA.

Retention Basins. The 200-foot agricultural buffer includes a 50-foot-wide stormwater retention area. It is the City's desire that this not be a dedicated retention basin with no other public use.

Landscaping. The proposed project does not include a detailed landscaping plan. Landscaping will be required to include a variety of trees, shrubs, groundcover, perennials, and vines along project streets, as well as detailed plans for residential areas and public use facilities. Landscape plans will be required for submittal, review, and approval prior to approval of the Final Map and improvement plans.

Traffic and Circulation Improvements. Primary access to the project site would be directly from Espinosa Road at a new intersection designed to serve the development. Right-of-way widths for interior streets would range from 56 to 68 feet. The streets would also include 5-foot-wide sidewalks.

Affordable Housing Requirement. The project will need to identify locations for moderate-, low-, and very low-income households or pay an in-lieu fee as set forth in Section 17.51.080 of the Zoning Code. Should the applicant propose to satisfy the City of Greenfield's Inclusionary Housing Ordinance requirements on site, an Inclusionary Housing Agreement between the City and the applicant must be executed. The applicant is required to execute this agreement as a condition of approval by the City, and said agreement will be executed and recorded against the property prior to the recordation of the Final Map for the development on the property, or prior to issuance of building permits for the development in the case of all other land use permits.

Parking. All 149 single-family homes will need to include enclosed or covered parking for two cars and two more spaces in driveways to meet the requirements set forth in Table 17.58-1 of the City of Greenfield Zoning Code.

Construction/Site Preparation. Clearing/grading typical for the construction of an urban residential neighborhood would be necessary. The subdivision does not propose a phasing plan; however, the project site could be developed in phases. All aspects of construction and site

preparation will be required to comply with all applicable federal, state, and local codes and will be reviewed and approved by the Building Official or the City Engineer.

Public Services and Infrastructure. Public services and facilities, such as water, wastewater, gas, and electricity, would be extended from the city of Greenfield to the project site. Electrical and natural gas service would be provided by the Pacific Gas and Electric Company (PG&E). Telecommunications services would be provided by AT&T (or current provider), and cable television would be provided by Charter Communications (or current provider). The Greenfield Police Department would provide law enforcement services to the development upon annexation, and firefighting and emergency response services would be provided by the Greenfield Fire Protection District.

Conformance with LAFCO Annexation Policy. The Monterey County Local Agency Formation Commission (LAFCO) controls boundary changes (annexations) for local jurisdictions and special districts in Monterey County, including annexations and amendments to a jurisdiction's sphere of influence. As such, LAFCO is a responsible agency in considering the project and is the decision-making body for the annexation. The annexation was analyzed as a part of the SEIR process. Draft SEIR Appendix B contains the full LAFCO analysis. Based on this analysis, the City finds that the entire South End Annexation, including The Vines subdivision, is consistent with LAFCO policy and the provisions of the City/County/LAFCO MOA.

Highway Commercial Development

Highway commercial use is proposed along the east side of US Highway 101 on approximately 87 acres. The highway commercial portion of the project would be developed on the western portion of the Franscioni, Scheid East, and L.A. Hearne parcels. At this time, the applicant is considering a range of uses, including a travel center that would accommodate visitors to Monterey County, restaurants, and other visitor-serving uses consistent with the City's Highway Commercial designation. No specific development plans have been proposed, the location of specific uses is not known, and the 3-acre L.A. Hearne parcel will remain as an equipment storage and agriculture-related retail facility in the near term. The EIR assumes a development scenario and mix of uses not to exceed 222,200 square feet, based on preliminary planning estimates provided by the applicant. This represents approximately 6 percent building coverage, which would allow ample flexibility in design and circulation. The highway commercial uses are consistent with the City's 2006 General Plan Amendment and previously approved South End SOI project.

Industrial/Warehouse Development

The heavy industrial uses would be developed on the eastern portion of the Scheid East and Franscioni parcels, totaling 127 acres. Typical uses anticipated for development on land with the City's Heavy Industrial designation include processing of agricultural products, major wineries, agricultural support facilities, manufacturing, and similar. For analysis purposes, the EIR (and the traffic study) assumed a maximum of 1,074,000 square feet, which also includes an assumption of 24,000 square feet of light industrial use within the industrial mix.

While specific development plans have not yet been proposed, a conceptual roadway network serving the highway commercial and heavy industrial areas is shown on the Pinnacles Plaza conceptual plan, submitted as part of the annexation request. This roadway network connects to the existing street network at Elm Avenue and Espinosa Road, and connects to US Highway 101 at the El Camino Real ramps. The conceptual roadway network is consistent with the City's General Plan Circulation Element.

The industrial uses are consistent with the City's General Plan and the previously approved South End SOI Amendment project.

Gateway Overlay

Commercial and visitor-serving areas that are located at the northern and southern entrances to the community serve as "gateways" to Greenfield. These areas should be aesthetically attractive since they provide an influential visual statement regarding the character of the community. The purpose of the Gateway Overlay is to require the provision of attractive signage, additional landscaping, and greater attention to building design. The highway commercial portion of the annexation area would be subject to the City's Gateway Overlay.

Williamson Act Easement Exchange Program and Creation of Permanent Agriculture Easements

To provide direct mitigation for the annexation and development of land currently under Williamson Act contract, the project applicant is establishing permanent agriculture conservation easements on the 51.6-acre parcel and on other properties to meet California Department of Conservation (DOC) and Monterey County LAFCO requirements consistent with the MOA. The applicant is pursuing a Williamson Act Easement Exchange Program (WAEEP) pursuant to California Government Code Section 51200 et seq. and Public Resources Code Section 10250 et seq.

To mitigate direct impacts of the proposal, the applicant (Franscioni parcel) is pursuing the following process steps as part of the project:

- Complete a Williamson Act petition for partial contract cancellation to split off the 51.6 acres to remain in Monterey County. The 51.6 acres will remain under Williamson Act contract during the ongoing nonrenewal period and will ultimately be placed in a permanent agricultural conservation easement. This process requires that the County of Monterey and the City of Greenfield complete CEQA review, make certain findings, and accept the petition application as complete.

- Dedicate a permanent agricultural conservation easement on other lands of equal or higher agricultural quality held by the owner. The owner has identified other lands including the Somavia Ranch (66 acres) and Redding Ranch (318 acres) totaling 384 acres for this purpose.

- Complete the WAEEP process including all easements and agreements with the Department of Conservation, County of Monterey, and Monterey County Ag Land Trust (formerly the Monterey County Agricultural and Historical Land Conservancy) to

formally establish such easements and amend the status of the Williamson Act contract. The process of partially cancelling the Williamson Act contract and establishing mitigation easements is being accomplished by the petitioner with the guidance and direction of the California Department of Conservation and the County of Monterey.

The applicant has proposed two possible scenarios in lieu of paying a contract cancellation fee and to mitigate for the loss of farmland, consistent with the WAEEP process. The DOC, not the City of Greenfield, County of Monterey, or LAFCO, will ultimately determine which scenario or combination of measures best satisfies state program requirements. This process will proceed independent of City of Greenfield review.

The other primary applicant (Scheid) has also identified a 230-acre mitigation parcel to mitigate for direct impacts of conversion associated with physical development of their property.

County of Monterey Minor Subdivision

The easternmost 51.6 acres of the Franscioni parcel will not be annexed and will remain in Monterey County. In order to provide a legal parcel line and jurisdictional boundaries, the applicant has requested that the County process a minor subdivision to create a separate parcel for the 51.6 acres. This parcel will continue to gain access from Espinosa Road and will remain in active agriculture under County General Plan and zoning designations. To ensure that this acreage remains independently viable, a new irrigation well will be constructed on the parcel. No other improvements are proposed.

Permanent and Interim Agricultural Land Use Buffers

Consistent with the Greater Greenfield Area Memorandum of Agreement, the annexation area will require permanent and interim buffers to ensure adequate distance between active agriculture and urban land uses. Interim buffers of 70 feet will be provided along the western edge of the Scheid West parcel, in The Vines subdivision. The Scheid West parcel also includes a 200-foot interim buffer on its southern edge. Interim buffers will remain until such time that urban uses are extended and the buffer is no longer needed.

The eastern edge of the annexation area (both the Scheid East and the Franscioni parcels) is proposed for heavy industrial use. Such use does not involve “areas of active public congregation” or residential use and is therefore considered compatible with adjacent agricultural uses and does not require a buffer. Nonetheless, a voluntary 70-foot no-build buffer will be provided along this eastern side of the annexation area. A permanent buffer of 10 feet along Espinosa Road, involving a permanent conservation easement, is required along the southern boundary of the remaining Franscioni parcel. Existing nonresidential structures (such as the L.A. Hearne building) will be buffered by Espinosa Road, which is appropriate considering existing conditions and agriculture-related uses at this location. A 1-foot utility easement will be included along the L.A. Hearne parcel.

The location, width, and status of these buffers (permanent versus interim) are consistent with the MOA, as well as with the City’s General Plan and LAFCO policy guidance.

REQUESTED ENTITLEMENTS AND PROJECT APPROVALS

The Supplemental EIR provides the environmental information and analysis and primary CEQA documentation necessary for the City of Greenfield, County of Monterey, and Monterey County LAFCO to adequately consider the effects of the proposed project. The City, as the lead agency, will consider the project at the local level. LAFCO is a responsible agency and has approval authority for annexation of the subject parcels.

Upon LAFCO approval of the boundary adjustment (reorganization), the City of Greenfield will have land use authority for all future projects and permits within the city limits. The City is required to submit a complete annexation application to LAFCO for review and consideration.

Monterey County and the California Department of Conservation are responsible agencies with approval authority of the minor subdivision (51.6 acres) and the Williamson Act easement exchange, respectively.

Actions that will be taken relative to the project evaluated in this document are described below. Future approvals within the project area, if approved, will require additional site planning and related permits by several agencies, additional CEQA compliance, and other processing steps as necessary. Those steps may include, but are not limited to, the following:

- Monterey County – minor subdivision approval of the Franscioni parcel (51.6 acres)
- City of Greenfield – major subdivision approval of The Vines vesting tentative map (47 acres)
- City of Greenfield – prezoning of approximately 238 acres consistent with the proposed uses
- Monterey County LAFCO – approval of annexation of approximately 238 acres to reorganize the City's corporate boundaries
- Tentative Cancellation Resolution (Monterey County, for Williamson Act contract cancellation)
- City/County Tax Sharing Agreement
- Parcel Maps
- Site Development Plans
- Circulation Plans
- All Final Improvement Plans
- Utility Plans
- Construction Phasing and Duration
- Architectural and Site Plan Review

- Landscaping and Lighting Plans
- Development Agreements
- Williamson Act Easement Exchange Program and Recordation of Permanent Agricultural Conservation Easements (California DOC and Ag Land Trust)
- Caltrans approvals and permits for encroachment and improvements relative to U. S. Highway 101
- Conditional Use Permits
- Grading and Building Permits
- Other related subsequent actions to further project implementation

ENVIRONMENTAL REVIEW/FINAL SEIR

As stated previously, all CEQA analyses and reviews have been completed in accordance with the CEQA guidelines as set forth in California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq. Public review of the Draft SEIR was from July 22, 2016, to September 5, 2016. Public comments received during the review period are addressed in this staff report, and all final mitigation measures are contained in the Mitigation Monitoring and Reporting Program (MMRP). The MMRP is included as Attachment 4 to this staff report. These environmental documents will be presented to the City Council for their review, consideration, and appropriate action.

The City of Greenfield received four letters or pieces of correspondence during the public review period. Letters were received from:

- Ohlone/Costanoan-Esselen Nation (Louise J. Miranda Ramirez, Chairperson)
- California Department of Transportation (Jillian Morales, Transportation Planner, District 5)
- Transportation Agency for Monterey County (Debra Hale, Executive Director, TAMC)
- Monterey County Sheriff's Office (Donna Galletti, via County of Monterey RMA – Planning)

The letters, and the City's responses, are included as Attachment 3 to this staff report. The response to comments, together with the Draft SEIR, constitutes the Final SEIR for the project.

ROLE OF THE PLANNING COMMISSION

The City of Greenfield Zoning Code identifies the Planning Commission as the advisory body to the City Council for planned developments. The Planning Commission must review the project, the environmental analysis, the proposed annexation, and the relationship of the project to the General Plan and determine whether it can make a recommendation of approval for the requested entitlements. In making that recommendation to the City Council, which will take the final

action, the Planning Commission must make certain findings with regard to the proposed project. Those findings are included in the attached resolution and primarily relate to the suitability of the land for the type of projects proposed. If the Planning Commission can find no reason which requires denial of the requests, and if after consideration of the proposed requests, the Commission determines that the project is consistent with the intent of the General Plan and the Zoning Code, it should make a recommendation to the City Council for approval of the attached resolution. If any of the findings for denial exist, the Commission should recommend denial.

The Monterey County Local Agency Formation Commission (LAFCO) controls boundary changes for local jurisdictions and special districts in Monterey County, including annexations. As such, it is a responsible agency in considering the project and is the decision-making body for the annexation.

SUMMARY/STAFF RECOMMENDATION

The actions requested are prezoning, annexation, and Vesting Tentative Subdivision Map approval, as summarized below.

Prezoning Designation Approval. The requested entitlements include rezoning (prezoning) the subject properties to Single Family Residential (R-L), Highway Commercial (C-H) with Gateway and Mixed Use Overlay (GMO), Heavy Industrial (I-H), and Public and Quasi Public (PQP). Figure 2-4 of Attachment 1 identifies the location of each proposed zoning district. Not identified on this map is the Public and Quasi Public (PQP) district that will include the property currently occupied by the NH3 fertilizer operation nestled between El Camino Real, U. S. Highway 101, and the on- and off-ramps from El Camino Real.

Vesting Tentative Subdivision Map Approval. The applicant is requesting approval of a Vesting Tentative Subdivision Map for the proposed annexation area that will allow 149 single-family homes, roadways, agricultural buffers, and related neighborhood improvements. At this time further refinement of the vesting map is in progress to ensure technical conformity with the mapping requirements of chapter 16.16 of the City's subdivision code. Final action by the Planning Commission recommending approval of the Vesting Tentative Subdivision Map will be scheduled for the Planning Commission's November 1, 2016, meeting.

Annexation Approval. The proposed project involves the reorganization of the incorporated city limits of Greenfield to include the annexation of approximately 238 acres into the City of Greenfield. The City must apply for annexation to Monterey County LAFCO.

The project application includes several inter-related actions. Approval of the Vesting Tentative Subdivision Map depends on approval of the prezoning, which is also dependent on the approval of the annexation and the environmental review. In order to recommend to the City Council that it approve the application, the Planning Commission must recommend certification of the Final SEIR. The SEIR found that (a) the previously certified EIR adequately addressed the environmental impacts of the proposal; (b) the current application can adequately address agricultural land conversion through the Williamson Act Easement Exchange Program; and (3) any remaining, residual impacts were fully addressed by the previously certified document.

Staff has found the proposed annexation, vesting tentative map, and rezoning to be consistent with the intent of the General Plan and prior General Plan amendments for this area. Staff has

also found the proposal to be consistent with the provisions of the Zoning Code and the Subdivision Ordinance for development of property as they relate to lot size, configuration, density, and design. Conditions are provided which address the mitigations within the EIR, the standard conditions of development, and the specific design issues on this site. Development of the property shall be subject to the City's Standard Conditions for Construction, included as Attachment 5 to this staff report. Staff therefore recommends that the Planning Commission adopt a resolution recommending that the City Council certify the Final SEIR, adopt the Mitigation Monitoring and Reporting Program, approve prezoning, and support annexation, based on the findings and conditions included in the attached resolution. A number of those conditions require Planning Commission review and approval of specific elements of the project, which may be addressed prior to the acceptance of the Final Map.

PLANNING COMMISSION ACTION

It is recommended that the Planning Commission adopt the attached resolution recommending that the City Council: (1) certify the Final SEIR; (2) adopt the Mitigation Monitoring and Reporting Program; (3) approve the prezoning of the site to R-L (Single Family Residential), C-H (Highway Commercial) with GMO (Gateway and Mixed Use Overlay), I-H (Heavy Industrial), and PQP (Public/Quasi Public); and (4) direct staff to move forward with an application to LAFCO for annexation of the project area based upon these approvals.

It is further recommended the Planning Commission continue the public hearing on the Vesting Tentative Map application to the next Planning Commission meeting scheduled for November 1, 2016.

PROPOSED MOTION

I MOVE THAT THE PLANNING COMMISSION ADOPT RESOLUTION 2016-16 RECOMMENDING THAT THE CITY COUNCIL (1) CERTIFY THE FINAL SEIR; (2) ADOPT THE MITIGATION MONITORING AND REPORTING PROGRAM; (3) APPROVE THE PREZONING OF THE SITE TO R-L (SINGLE FAMILY RESIDENTIAL), C-H (HIGHWAY COMMERCIAL) WITH GMO (GATEWAY AND MIXED USE OVERLAY), I-H (HEAVY INDUSTRIAL), AND PQP (PUBLIC AND QUASI PUBLIC); AND (4) DIRECT STAFF TO MOVE FORWARD WITH AN APPLICATION TO LAFCO FOR ANNEXATION OF THE PROJECT AREA BASED UPON THESE APPROVALS.

Attachment 1: Project mapping graphic information
Attachment 2: Draft Supplemental EIR (available on City of Greenfield website)
Attachment 3: Public comment letters and responses to comments (Final SEIR)
Attachment 4: Mitigation Monitoring and Reporting Program
Attachment 5: Standard Conditions for Construction

CITY OF GREENFIELD PLANNING COMMISSION
RESOLUTION No. 2016-16

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GREENFIELD RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF GREENFIELD (1) CERTIFY THE FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT (SEIR); (2) ADOPT THE MITIGATION MONITORING AND REPORTING PROGRAM; (3) APPROVE THE PREZONING OF THE SITE TO R-L (SINGLE FAMILY RESIDENTIAL), C-H (HIGHWAY COMMERCIAL) WITH GMO (GATEWAY AND MIXED USE OVERLAY), I-H (HEAVY INDUSTRIAL), AND PQP (PUBLIC AND QUASI PUBLIC); AND (4) DIRECT STAFF TO MOVE FORWARD WITH AN APPLICATION TO LAFCO FOR ANNEXATION OF THE PROJECT AREA BASED UPON THESE APPROVALS

WHEREAS, California Government Code Section 65300 requires the City of Greenfield adopt a comprehensive, long-term general plan for the physical development of the city; and

WHEREAS, the City of Greenfield Zoning Code establishes the City Council as the designated Approving Authority for applications for standard tentative subdivisions, zoning amendments, general plan and amendments thereto, specific plans, special planning areas, development agreements, prezoning, and annexations; and

WHEREAS, the City Council must make a final determination to approve, conditionally approve, or deny applications for standard tentative subdivisions, zoning amendments, general plan and amendments thereto, specific plans, special planning areas, development agreements, prezoning, and annexations after being provided with recommendations from the Planning Director and the Planning Commission; and

WHEREAS, the California Environmental Quality Act (CEQA) requires an assessment of the environmental impacts of a proposed project and the adoption of all feasible measures to mitigate those impacts; and

WHEREAS, the City of Greenfield approved the South End Sphere of Influence project and certified that project's EIR on August 8, 2006; and

WHEREAS, the South End Annexation Final Supplemental Impact Report (SEIR) was prepared and all CEQA analyses and reviews have been completed in accordance with the CEQA guidelines as set forth in California Code of Regulations, Title 14, Chapter 3, Sections 15000 et seq.; and

WHEREAS, the South End Annexation Draft SEIR was adequately noticed and circulated for public review and public comments were received and considered; and

WHEREAS, the City of Greenfield has prepared Findings for the South End Annexation SEIR as required by Section 15091 of the CEQA Guidelines; and

WHEREAS, the City of Greenfield has prepared a Mitigation Monitoring and Reporting Program for the South End Annexation as required by CEQA Guidelines Section 15091; and

WHEREAS, the action now before the Planning Commission was heard, reviewed, and discussed by the Planning Commission at a duly noticed public hearing;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Planning Commission of the City of Greenfield does make the following Findings:

1. FINDING: The proposed South End Annexation project will further the planning and economic development goals of the City.

    (a) The proposed project adds areas under the City's jurisdiction suitable for Low Density Residential, Highway Commercial, and Industrial development uses consistent with the City's General Plan;

    (b) The project will serve as an economic driver for expanded employment and economic development opportunities, consistent with the General Plan;

    (c) The proposed project provides opportunity for additional affordable housing consistent with the General Plan;

    (d) The project proposes park space or fees consistent with the General Plan and the Zoning Code; and

    (e) The proposed project is consistent with the previously approved South End SOI project.

2. FINDING: The project as proposed will result in a logical city limit boundary for the City of Greenfield.

    (a) The project site is within the existing Sphere of Influence for the City;

    (b) The project site meets the requirements of the Cortese-Knox-Hertzberg Reorganization Act for "contiguous" boundary modifications;

    (c) The project is consistent with the Greater Greenfield Area Memorandum of Agreement; and

    (d) The project is consistent with the City's General Plan and the General Plan EIR.

3. FINDING: The proposed annexation is internally consistent with goals, policies, and programs contained within the General Plan, and future development will be held to

performance standards and conformance with the City of Greenfield's Zoning Code and other Municipal Code requirements and standards.

(a) The project site will support single-family residential, highway commercial, and industrial development, consistent with the General Plan;

(b) The project site will be required to meet all applicable local, regional, state, and federal requirements in regard to future developments;

(c) Development of the project site will be required to comply with the City's Standard Conditions for Construction; and

(d) The project is consistent with the General Plan, the General Plan EIR, and the Zoning Code.

4. FINDING: The proposed residential subdivision's (The Vines) design and improvements are substantially in conformance with the City of Greenfield's Zoning Code and other Municipal Code requirements and standards.

(a) The proposed subdivision is consistent with the City's Zoning Code in that the creation of the low-density neighborhoods that include 149 units, including inclusionary units and/or in-lieu fees, reflects the intent of the ordinance to encourage inclusionary housing and the efficient use of residential land; and

(b) The subdivision includes public streets, new water, sewer, storm drain, public utility lines, open space, and detention facilities designed in conformance with City standards. All improvements to City utilities will be constructed to City standards both on and off the site. Those improvement plans will be subject to City Council approval with the Final Map.

5. FINDING: The site is suitable for the type and density of development proposed.

(a) The various parcels are nearly flat, vacant, and located outside the floodplain.

(b) The proximity to existing development and City services makes infrastructure improvements to serve the site feasible economically and physically;

(c) Several public streets provide direct access to the project area, and they will be improved as part of this project, with a new street system and developed to connect the citywide network; and

(d) Espinosa Road, El Camino Real, and Elm Avenue provide direct access to the project area, and frontage improvements will take place as part of the project.

6. FINDING: The annexation and subdivision design and its proposed improvements were adequately addressed in the SEIR prepared for the project, and the proposed project will not cause substantial environmental damage, nor substantially or unavoidably injure fish

or wildlife or their habitat, beyond those impacts identified in the previously certified (2006) EIR.

(a) Construction of the project's land uses and associated public improvements will result in three significant and unavoidable impacts, as determined by the SEIR and the previously certified EIR;

(b) The SEIR identified no native habitat for fish and wildlife on the site, which has been used primarily for farming;

(c) Best available technology (such as on-site retention basins) will be used to ensure there are no water quality impacts from drainage of the site;

(d) The revised South End Annexation project can fully mitigate for agricultural land conversion through the WAEE process, thus eliminating a significant unavoidable impact; and

(e) Mitigation measures have been included as conditions of approval and within the MMRP to reduce potential environmental impacts to a less than significant level where feasible.

7. FINDING: The establishment, maintenance, and operation of the project's land uses will not, under the circumstances, be detrimental to the health, safety, peace, morals, comfort, and general welfare of the persons residing or working in the vicinity of the proposed development, or to its future residents, or to the general welfare of the city.

(a) This project has been reviewed by all responsible, city, county, regional, and state agencies, and conditions of approval (mitigation) have been applied as deemed necessary by Planning and Public Works staff to ensure the continuing public health, safety, and orderly development of the surrounding area; and

(b) All infrastructure as known at this time has been reviewed and a determination has been made that the site can and will be provided with the required municipal services and installation required for project approval.

NOW, THEREFORE, BE IT HEREBY FURTHER RESOLVED, that the Planning Commission of the City of Greenfield has considered all written and verbal evidence regarding this matter at the public hearing and recommends to the City of Greenfield City Council that the City Council:

1. Certify the South End Annexation SEIR;

2. Adopt the required CEQA findings;

3. Adopt the Mitigation Monitoring and Reporting Program;

4. Approve prezoning of the site to Single Family Residential (R-L), Highway Commercial (H-C) with gateway and Mixed Use Overlay (GMO), Heavy Industrial (I-H), and Public and Quasi Public (PQ-P); and

5. Prepare and forward the annexation proposal to LAFCO for consideration and approval.

PASSED AND ADOPTED by the Planning Commission of the City of Greenfield, at a regularly scheduled meeting of the Planning Commission held on the 4th day of October 2016, by the following vote:

AYES, and all in favor, therefore, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

_____
Drew Tipton, Chairperson
Planning Commission

_____
Desiree Gomez, Secretary
Planning Commission

Attachment 1 – Project Figures

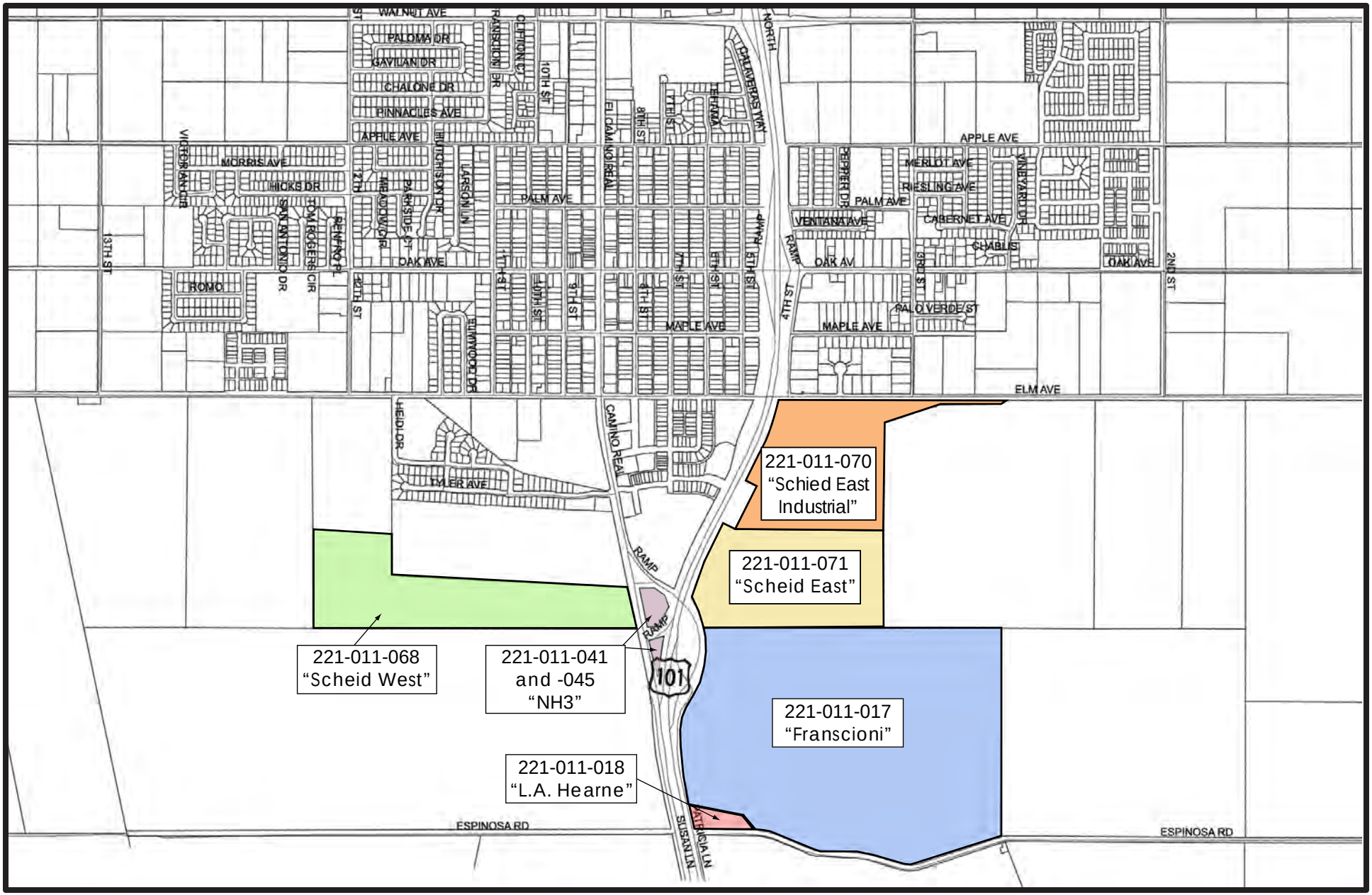


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Figure 2-3
Subject Parcels

Michael Baker INTERNATIONAL

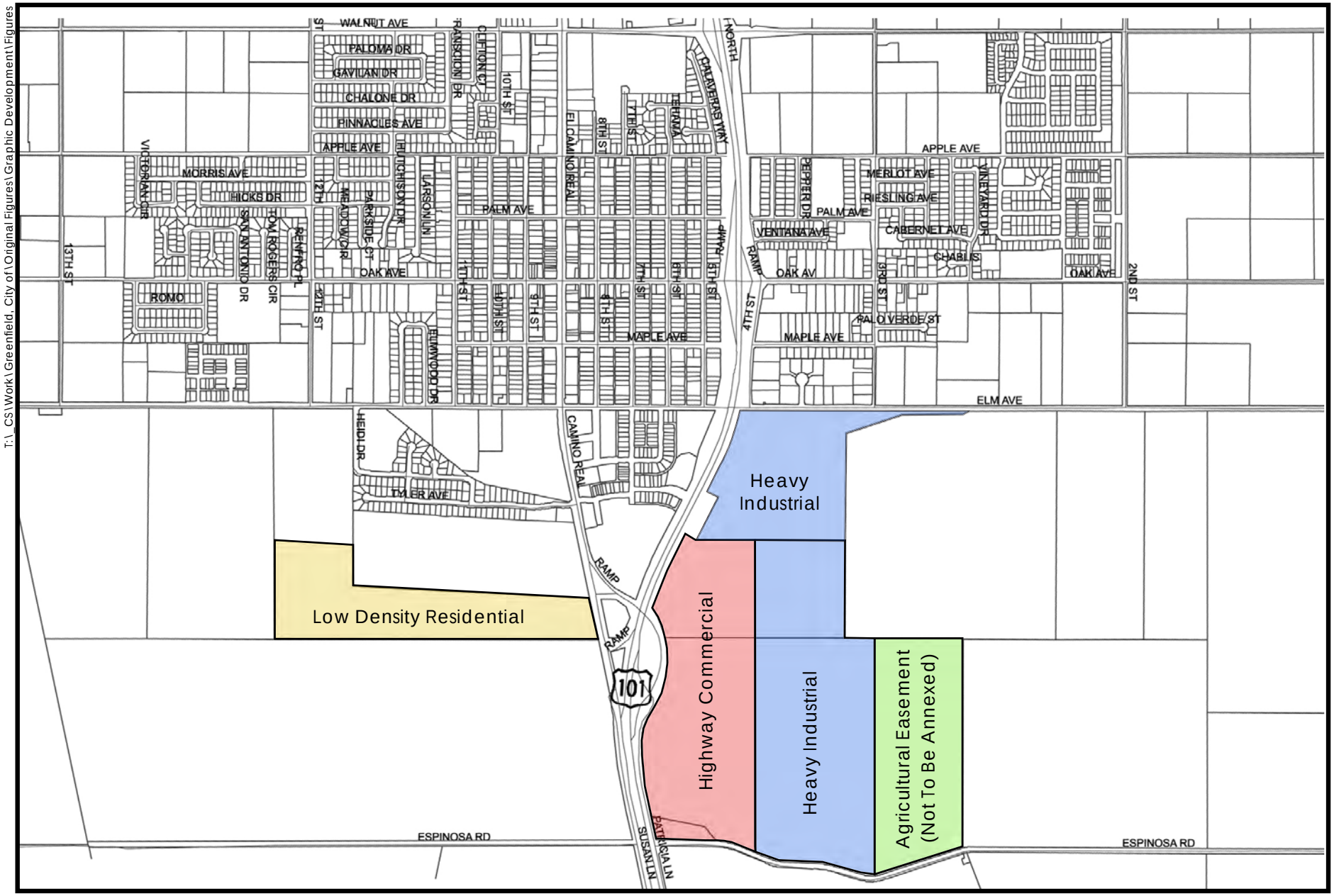

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Figure 2-4
Proposed Land Use

Michael Baker INTERNATIONAL

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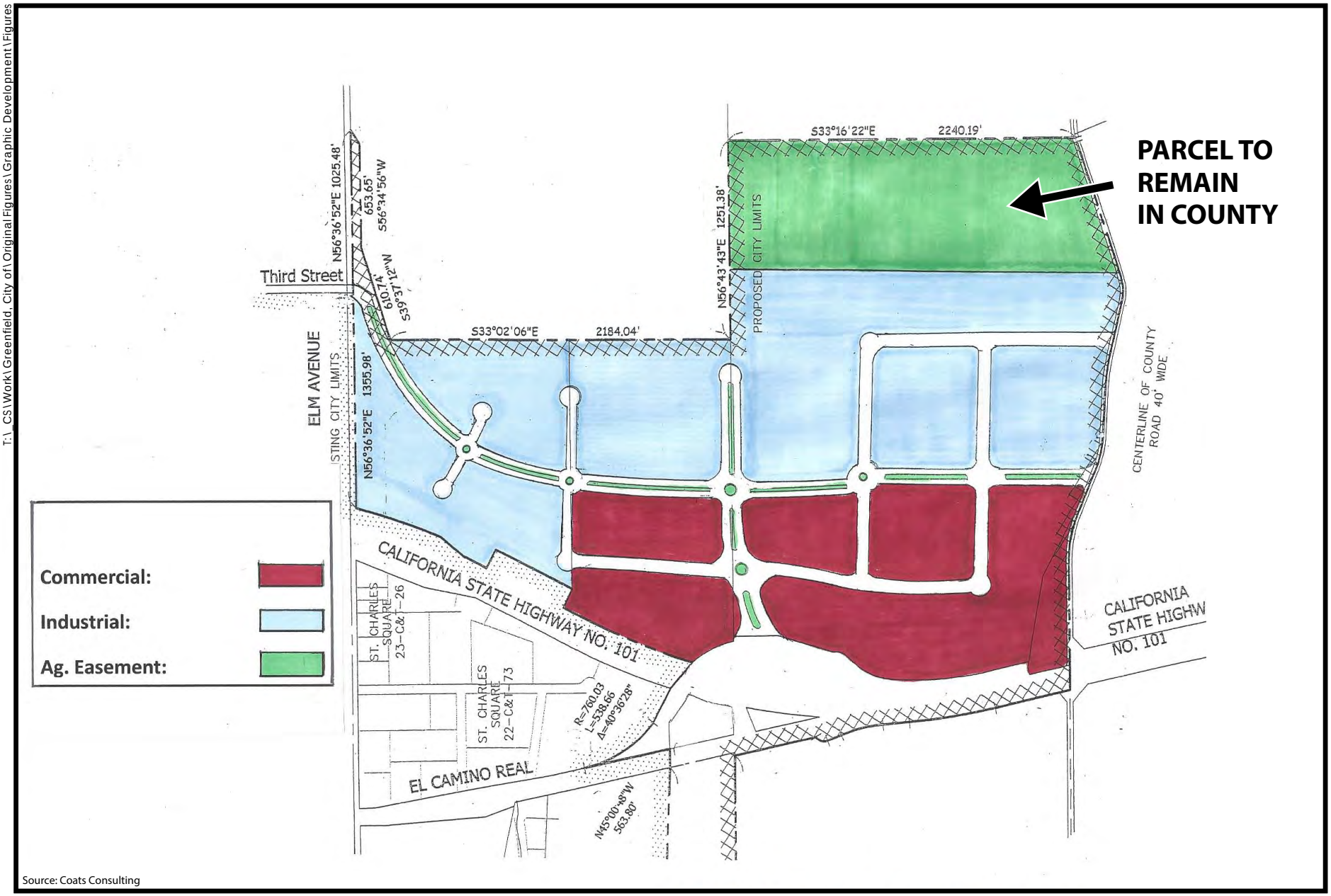
T:_CS\Work\Greenfield, City of\Original Figures\Graphic Development\Figures



Source: Coats Consulting

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Figure 2-5

Conceptual Highway Commercial Roadway Network

Michael Baker INTERNATIONAL

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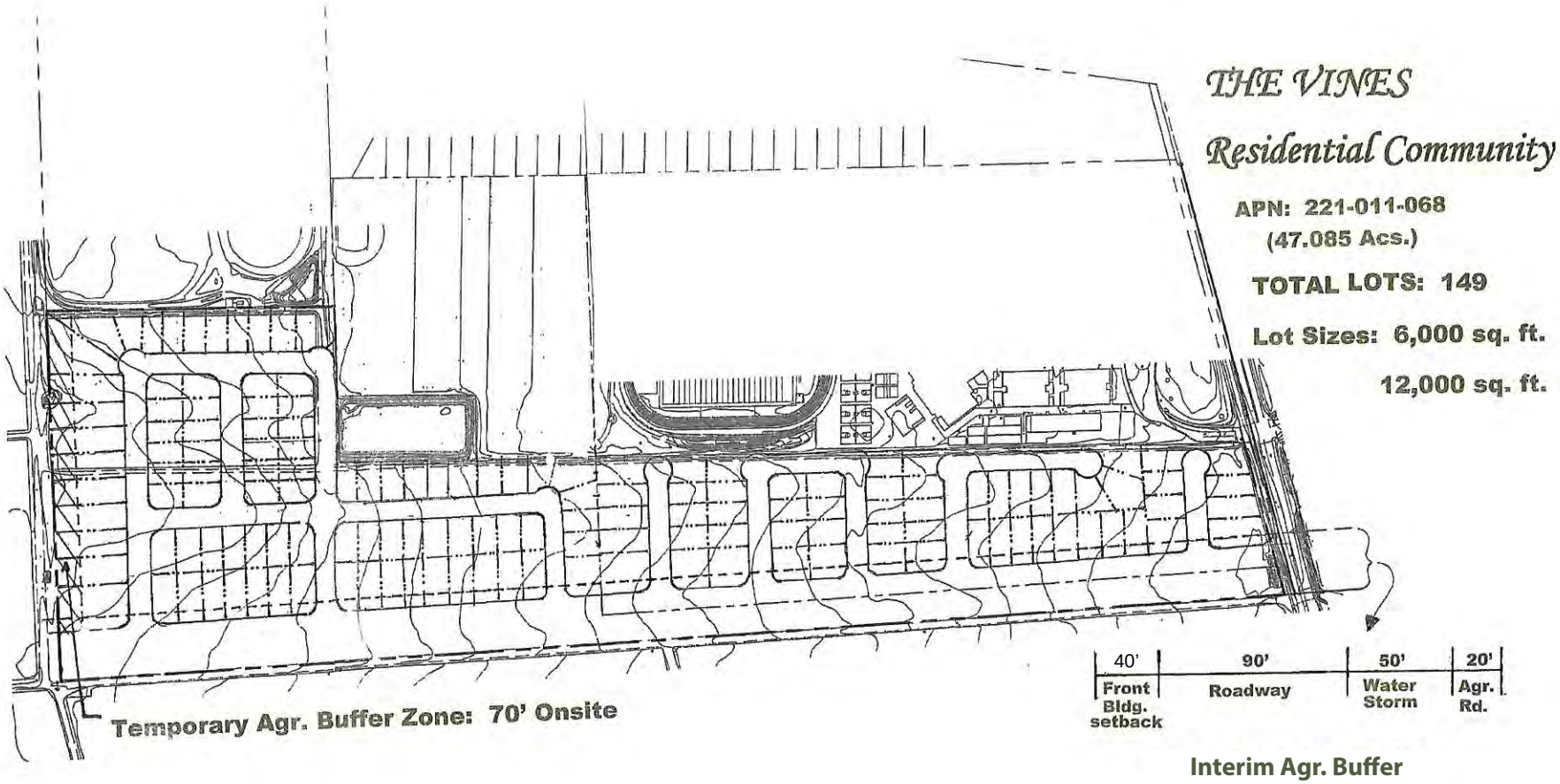

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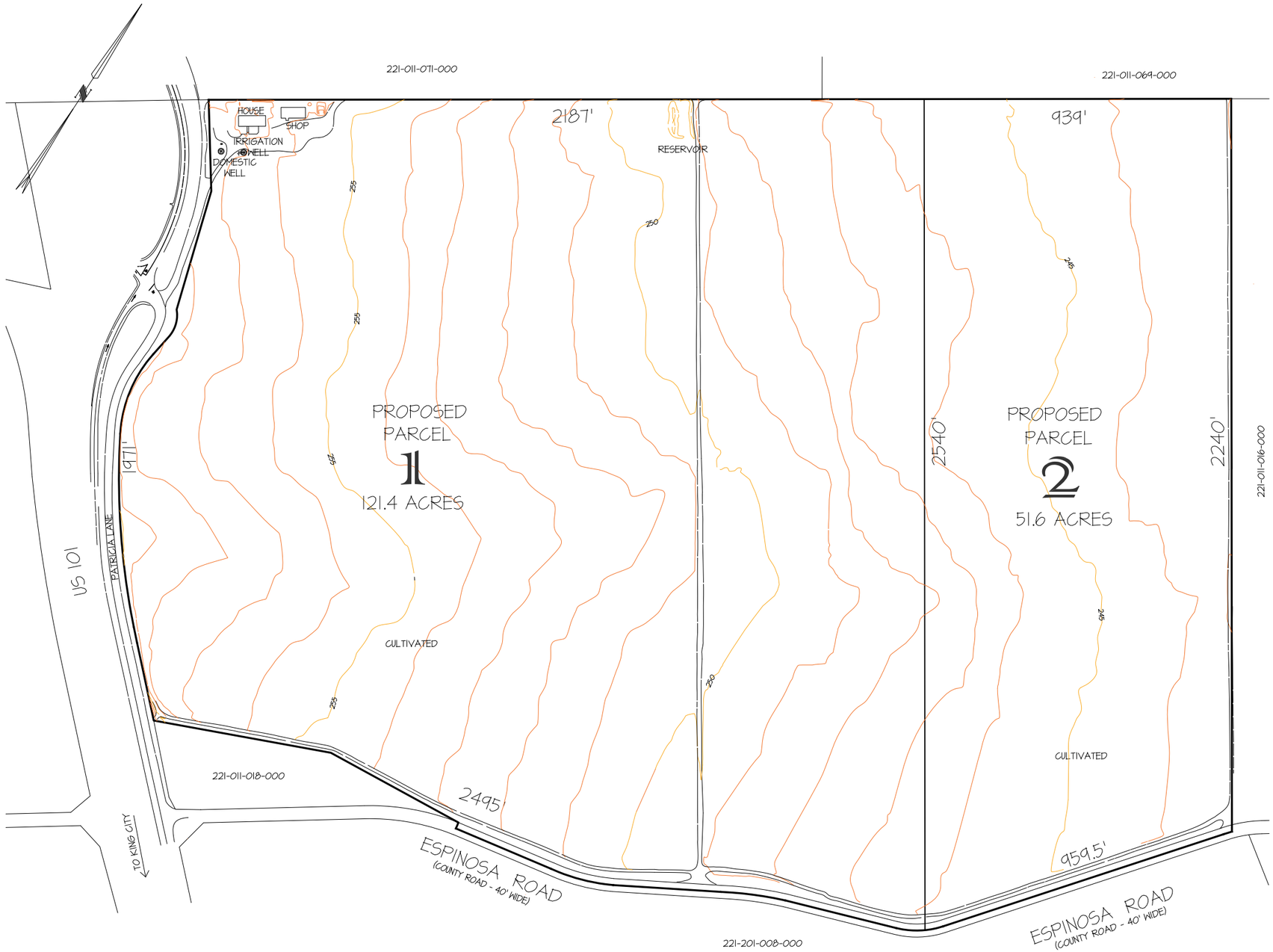
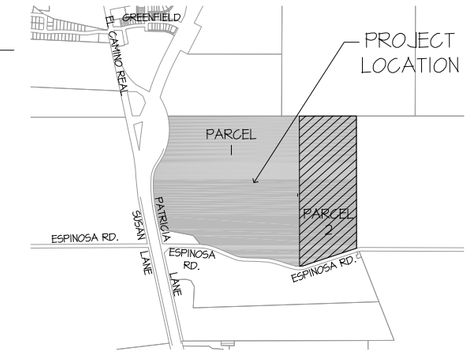
Figure 2-6
"The Vines" Tentative Subdivision Map

Michael Baker
INTERNATIONAL

T:_CS\Work\Greenfield, City of\South End Annex SEIR\Figures





GRAPHIC SCALE

0 300' 700'

150' 450'

OWNER/APPLICANT: TMV LAND COMPANY, LP
86 MONTEREY SALINAS HIGHWAY
SALINAS, CA 93908

ENGINEERS: HD PETERS COMPANY, INC.
119 CENTRAL AVENUE
SALINAS, CA 93901

APN: 221-011-017-000

PRESENT ZONING: F/40

FEMA FLOOD ZONE: ZONE X (LESS THAN 0.2% ANNUAL CHANCE OF FLOOD) PER FIRM MAP No. 06053C0850G
EFFECTIVIE DATE: APRIL 2, 2009

PRESENT LAND USE: FARMLAND 40-160 ACRES MINIMUM

PARCEL 1 NO CHANGE IN USE, F/40 ZONING

WATER: WELL (EXISTING)
SEWER: SEPTIC TANK (EXISTING)
ELECTRIC SERVICE: PACIFIC GAS & ELECTRIC COMPANY, INC .(EXISTING)
TELEPHONE: AT&T COMMUNICATIONS (EXISTING)
GARBAGE SERVICE: TRI-CITIES

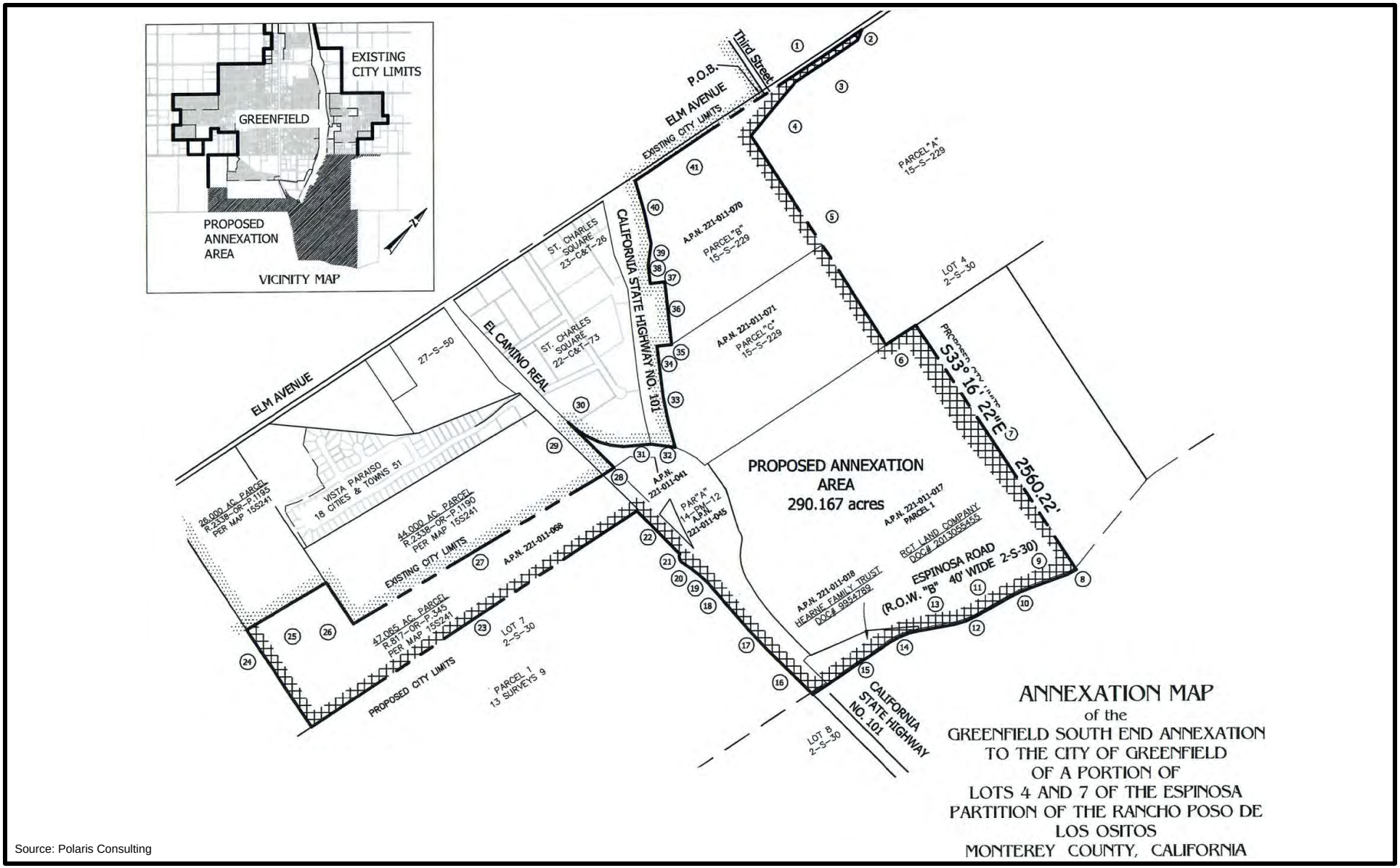
PARCEL 2 NO CHANGE IN USE, (100% AGRICULTURAL)
F/40 ZONING AND UNDER WILLIAMSON ACT
AGRICULTURAL EASEMENT DESIGNATION.

ELECTRIC PACIFIC GAS & ELECTRIC COMPANY, INC (EXISTING)

Source: H.D. Peters Co.

FIGURE 2-8
Vanoli Ranch Tentative Subdivision Map

Michael Baker INTERNATIONAL



Source: Polaris Consulting

Not To Scale

FIGURE 2-9
Annexation Map

Michael Baker INTERNATIONAL

ATTACHMENT 2 – DRAFT SEIR

CITY OF GREENFIELD

"SOUTH END" ANNEXATION PROJECT

DRAFT SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT

SCH No. 2005121035

VOLUME I OF II

Prepared for:

CITY OF GREENFIELD
599 EL CAMINO
GREENFIELD, CA 93927

Prepared by:

Michael Baker
INTERNATIONAL

60 GARDEN COURT, SUITE 230
MONTEREY, CA 93940

JULY 2016

CITY OF GREENFIELD

"SOUTH END" ANNEXATION PROJECT

DRAFT SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT

VOLUME I OF II

Prepared for:

CITY OF GREENFIELD
599 EL CAMINO
GREENFIELD, CA 93927

Prepared by:

MICHAEL BAKER INTERNATIONAL
60 GARDEN COURT, SUITE 230
MONTEREY, CA 93940

JULY 2016

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A. Master List of Mitigation Measures

B. LAFCO Policy Conformity Matrix (draft)

C. Applicant's Draft Petition to Execute a Williamson Act Easement Exchange (WAEE) and Supporting Documents

D. Air Quality and Greenhouse Gas Modeling Results

E. Pinnacles Plaza (South End Annexation) Trip Generation Revisions

F. Previously Certified South End SOI EIR (Draft and Final, 2006)

G. Notice of Preparation and Comment Letters

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1.0 Introduction

This section provides the background and context for the South End Annexation (proposed project), summarizes the purpose of the Supplemental Environmental Impact Report (SEIR), describes the environmental procedures that are to be followed according to state law, discusses the intended uses of this SEIR, provides contact information for the lead agency, and describes impact terminology.

1.1 Background and Purpose

On August 8, 2006, the City of Greenfield City Council approved the South End Sphere of Influence Amendment project and related amendments to the City of Greenfield General Plan. The City prepared the South End Sphere of Influence Amendment Project Final EIR (EIR) to analyze the environmental effects of the Sphere of Influence (SOI) and General Plan amendments; the EIR was certified by the City Council on August 8, 2006. The City subsequently filed a resolution of application with the Monterey County Local Agency Formation Commission (LAFCO) to expand the SOI boundary. On March 26, 2007, LAFCO approved a comprehensive, although scaled down, amendment to the City's SOI, which included the South End territories. This approval was conditioned upon a future agreement to address the impacts of planned future growth. That agreement, the Greater Greenfield Area Memorandum of Agreement (MOA), was adopted in June 2013.

The SOI amendment expanded the City's SOI by 217 acres to the south, along the east and west sides of US Highway 101. The accompanying General Plan amendments designated the areas on the west side of the highway as Low Density Residential and areas on the east side of the highway as Highway Commercial and Heavy Industrial, as shown on the current General Plan Land Use Map.

With the MOA in place, in 2015 the project applicant, representing the South End property owners, approached the City of Greenfield with a request to move forward with annexation of several parcels. City staff determined that the annexation and related actions requested require appropriate review under the California Environmental Quality Act (CEQA) to determine the potential environmental effects of those actions.

Reasoning for Preparing an SEIR

Since the certification of the 2006 South End SOI EIR and LAFCO approval of the City's SOI boundary, certain circumstances have changed that warrant additional review. Most notably, the execution of the MOA outlines specific mitigation requirements and other policies directly related to annexation proposals that were not previously in place. In addition, the applicant's current request for entitlements is slightly different in size and configuration compared to the 2006 project description. For these reasons, the current proposal requires an updated review.

The City of Greenfield, acting as the lead agency, has prepared this Draft SEIR (also referred to as a DSEIR) to provide the public and responsible and trustee agencies with information about the potential environmental effects of the proposed project. As described in the provisions of CEQA and in CEQA Guidelines Section 15121(a), an EIR is a public information document that assesses the potential environmental effects of a proposed project as well as identifies mitigation measures and alternatives to the proposed project that could reduce or avoid its adverse environmental impacts. Public agencies are charged with the duty to consider and minimize environmental impacts of proposed development where feasible, and are obligated to balance a variety of public objectives including economic, environmental, and social factors.

CEQA requires the preparation of an EIR prior to approving any "project" that may have a significant effect on the environment. For the purposes of CEQA, the term "project" refers to the whole of an action which has the potential for resulting in a direct physical change or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15378[a]). With respect to the proposed project, the annexation and reorganization of territory is a project within the definition of CEQA and has the potential to result in significant environmental effects. As such, the physical effects of the annexation and related actions warrant additional review and documentation.

1.2 Type of Document

Supplemental EIR

The CEQA Guidelines identify several types of EIRs, each applicable to different project circumstances. This EIR has been prepared as a Supplemental EIR pursuant to CEQA Guidelines Section 15163.

CEQA provides that where there are changes to an already approved project for which an EIR was previously certified, a new environmental review shall be performed only where there is significant new information or changes to the project or in the circumstances surrounding the project that would result in new adverse environmental impacts that were not analyzed previously or impacts that are more severe than previously determined (Public Resources Code [PRC] Section 21166 and State CEQA Guidelines Section 15162). PRC Section 21166 applies to environmental review of any aspect of the South End Annexation because a prior EIR was certified for the proposed project in its entirety. CEQA provides several options regarding the form of supplemental analysis performed under PRC Section 21166. To broadly summarize the applicable law, after an EIR has been certified for a project, the EIR is conclusively presumed to comply with CEQA unless one of two circumstances occurs:

1. The EIR is timely and successfully challenged in a legal proceeding and is finally adjudged not to comply with the requirements of CEQA; or

2. A subsequent or supplemental EIR is required under the mandates of PRC Section 21166 and CEQA Guidelines Section 15162 (PRC Section 21167.2; CEQA Guidelines Section 15231).

Under these standards, an agency may not presume that an EIR is "stale" because of its age alone. The agency must review and follow the two tests set forth above to determine if supplemental review is, in fact, required.

As explained above, a programmatic EIR was certified for South End SOI project in 2006. This document has not been legally challenged; for this reason, the first circumstance detailed above is not met. As such, the South End SOI EIR must be presumed valid unless a subsequent or supplemental EIR is required under the mandates of PRC Section 21166 and CEQA Guidelines Section 15162.

CEQA Guidelines Section 15162, subdivision (a), sets forth a two-step test for supplemental review, which reads in full as follows:

(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environmental, but the project proponents decline to adopt the mitigation measure or alternative.

Thus, under PRC Section 21166 and CEQA Guidelines Section 15162, once an EIR has been certified for a project, no subsequent EIR shall be prepared for the project unless the lead agency determines, based on substantial evidence, that there will be a significant increase in environmental impacts caused by the project, from changes in the circumstances surrounding the project, or from newly discovered information.

In this case, the City has determined that there are changes to the project which could result in different or more severe impacts, new or additional mitigation may be required, and changes in circumstances have occurred, specifically the adoption of the MOA. Therefore, it has been determined that supplemental environmental review is required for the proposed project.

There are three types of documents that may be used to perform supplemental review: an Addendum, a Supplemental or Subsequent Negative Declaration, or a Supplemental or Subsequent EIR (see CEQA Guidelines Sections 15162–15164). Based on substantial evidence presented in the project submittal, NOP, and comments received on the NOP (see **Appendix G**),

it was determined that there was potential for significant impacts to result from implementation of the proposed project and a Supplemental EIR would be required.

1.3 INTENDED USES OF THE SEIR

The SEIR is intended to evaluate the environmental impacts of the proposed project to the greatest extend feasible. This SEIR and the 2006 South End SOI Final EIR, in accordance with CEQA Guidelines Section 15126, should be used as the primary environmental documents to evaluate all planning and permitting actions associated with the proposed project. Please refer to Section 2.0, Project Description, for a detailed discussion of the proposed project.

CITY OF GREENFIELD

The SEIR is intended to be used by the City of Greenfield as a tool in evaluating the proposed project's environmental impacts and can be further used to modify, approve, or deny approval of the proposed project based on the analysis provided in the SEIR. A description of requested permits and subsequent approvals associated with approval and implementation of the proposed project is included in Section 2.0 Project Description, of this SEIR.

KNOWN RESPONSIBLE AND TRUSTEE AGENCIES

For the purpose of CEQA, the term "responsible agency" includes all public agencies other than the lead agency that have discretionary approval power over a project or an aspect of a project. The term "trustee agency" means a state agency having jurisdiction by law over natural resources affected by a project that are held in trust for the people of California. The following agencies are identified as potential responsible or trustee agencies, and may use this document in the processing and approval of subsequent actions and/or permits.

- County of Monterey, Resource Management Agency (RMA)
- Monterey County Local Agency Formation Commission (LAFCO)
- California Department of Conservation (DOC)
- California Department of Transportation (Caltrans)

1.4 ENVIRONMENTAL REVIEW PROCESS

The review and certification process for the SEIR will involve the following procedural steps:

NOTICE OF PREPARATION AND INITIAL STUDY

In accordance with Section 15082 of the CEQA Guidelines, the City published a Notice of Preparation (NOP) of an SEIR on December 10, 2015. The City was identified as the lead agency for the proposed project. This notice was circulated to the public, local, state, and federal agencies, and other interested parties for 30 days to solicit comments on the proposed project. The NOP and responses to the NOP are presented in **Appendix G**.

Draft Supplemental EIR (DSEIR)

This document constitutes the Draft SEIR for the proposed project. This DSEIR contains a description of the project, description of the environmental setting, and identification of project impacts and mitigation measures for impacts found to be significant, as well as an analysis of project alternatives. Upon completion of the SEIR, the City will file the Notice of Completion (NOC) with the California Office of Planning and Research to begin the public review period (PRC Section 21161).

Public Notice/Public Review

Concurrent with the Notice of Completion, the City will provide public notice of the availability of the SEIR for public review and invite comment from the general public, agencies, organizations, and other interested parties. This public notice of availability is issued to comply with the CEQA Guidelines, which state that circulation of an EIR requires notice pursuant to CEQA Guidelines Section 15087. CEQA Guidelines Section 15086 also states that circulation requires consultation with other agencies. The review period is 45 days. Public comment on the SEIR will be accepted in written form. All comments or questions regarding the SEIR should be addressed to:

Mic Steinmann, Community Services Director
City of Greenfield
599 El Camino
Greenfield, CA 93927
Phone: (831) 674-5591
E-mail: msteinmann@ci.greenfield.ca.us

Response to Comments/Final SEIR

Following the public review period, a Final SEIR will be prepared. The Final SEIR will respond to all comments regarding the adequacy and completeness of the Draft SEIR received during the public review period and to oral comments made at the public meeting held during the public review period.

Certification of the SEIR

The Greenfield Planning Commission and City Council will review and consider the Final SEIR. If the City Council finds that the Final SEIR is an "adequate and complete" analysis of the environmental impacts associated with the proposed project, the Council may certify the Final SEIR at a public hearing. The rule of adequacy generally holds that the SEIR can be certified if: (1) it shows a good faith effort at full disclosure of environmental information; and (2) it provides sufficient analysis to allow decisions to be made regarding the project in contemplation of its environmental consequences. Consideration of the Final SEIR will occur independent of consideration to approve the project. Responsible and trustee agencies may be required to independently certify the document prior to approval of subsequent actions and permits.

Project Consideration

Following review and consideration of the Final SEIR, the City may take action to approve, approve with conditions, revise, or reject the project. A decision to approve the project would be accompanied by specific conditions of approval, imposing all feasible mitigation measures recommended in the SEIR as adopted, by written findings in accordance with CEQA Guidelines

Section 15091 and, if applicable, a statement of overriding considerations pursuant to CEQA Guidelines Section 15093.

MITIGATION MONITORING PROGRAM

Public Resources Code Section 21081.6(a) requires lead agencies to adopt a reporting or monitoring program to describe mitigation measures that have been adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. The specific reporting or monitoring program required by CEQA is not required to be included in the SEIR; however, the program will be presented to the City Council for adoption. Throughout this Draft SEIR, mitigation measures have been clearly identified and presented in language that will facilitate establishment of a monitoring and reporting program.

1.5 COMMENTS RECEIVED ON THE NOTICE OF PREPARATION

The City received four comment letters on the NOP for the proposed project. A copy of each letter is provided in **Appendix G**. The City received letters from the following agencies and interested parties. The City has addressed these comments within the SEIR and previously certified EIR, as information is available (with respect to project plan details) and as appropriate under California planning law.

1. **Monterey County Resource Management Agency (RMA)**. Comments focused on agricultural land mitigation, agricultural buffers, truck routes, and the required minor subdivision. The Sheriff's Office also noted a potential increase for calls for service.

2. **California Department of Conservation (DOC)**. Comments focused on the requirements for Williamson Act contract cancellation.

3. **Transportation Agency for Monterey County (TAMC)**. TAMC's comments reaffirm previous comments from the certified EIR, provide guidance on developing updated analysis, and comment on Smart Growth concepts.

4. **California Department of Toxic Substances Control (DTSC).** Comments note the DTSC's responsibilities and request that the findings of project-related Phase I or Phase II Environmental Site Assessments be disclosed given the existing agricultural use of the parcels.

1.6 IMPACT TERMINOLOGY

This Draft SEIR uses the following terminology to describe environmental effects of the proposed project:

Standards of Significance: A set of criteria used by the lead agency to determine at what level or "threshold" an impact would be considered significant. Significance criteria used in this SEIR include the CEQA Guidelines; factual or scientific information; regulatory performance standards of local, state, and federal agencies; and adopted City policies and ordinances.

Less Than Significant Impact: A less than significant impact would cause no substantial change in the physical conditions of the environment (no mitigation required).

Significant Impact: A significant impact would cause (or would potentially cause) a substantial adverse change in the physical conditions of the environment. Significant impacts are identified by the evaluation of project effects using specified standards of significance. Mitigation measures and/or project alternatives are identified to reduce project effects to the environment.

Significant Unavoidable Impact: A significant and unavoidable impact would result in a substantial change in the environment that cannot be avoided or mitigated to a less than significant level if the project is implemented.

Less Than Cumulatively Considerable Impact: The project's contribution to a cumulative impact is less than significant when evaluated in the context of reasonably foreseeable development in the surrounding area.

Cumulative Significant Impact: A cumulative significant impact would result in a new substantial change in the environment from effects of the project when evaluated in the context of reasonably foreseeable development in the surrounding area.

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2.0 Project Description

2.1 PROJECT LOCATION

REGIONAL LOCATION

The South End ~~SOI Amendment~~Annexation project site is located in the southern portion of and immediately south of Greenfield, situated in the southern Salinas Valley in central Monterey County. US Highway 101 (US 101) is the main regional highway in this area, running north and south through the Salinas Valley. The city is located along US 101, approximately 40 miles southeast of Monterey Bay, 35 miles south of Salinas, and 60 miles north of Paso Robles. Neighboring communities within 25 miles include the cities of Gonzales and Soledad to the north, and King City to the south. The project's regional location is illustrated in **Figure 2-1.**

Project Vicinity and General Site Conditions

The approximately 290~~267~~-acre project area is located at the City of Greenfield's southern edge, immediately south of the city's incorporated boundaries. US 101 bisects the project site into eastern and western sections. On the east side of the highway, the site is bounded by agricultural uses to the south and east, Espinosa Road to the south, and agriculture and light industrial uses to the north. On the west side of US 101, the project site is bounded by Greenfield High School and Vista Verde Middle School to the north, and agricultural uses to the south and west. The St. Charles Place mixed use development sits between the project's eastern and western sections, between El Camino Real and the highway.

The parcels that comprise the project area total approximately ~~267~~ 290 acres, most of which is irrigated farmland currently used to grow row crops and vineyards. Three acres are used for agricultural equipment storage. The acreage also includes approximately 25 acres of County and Caltrans rights~~-~~-of~~-~~-way. The topography of the project site and relative vicinity is generally flat, typical of the Salinas Valley region. The site lies at an elevation of approximately 280 feet above mean sea level with the ground surface sloping gently to the south. The project vicinity is illustrated in **Figure 2-2.**

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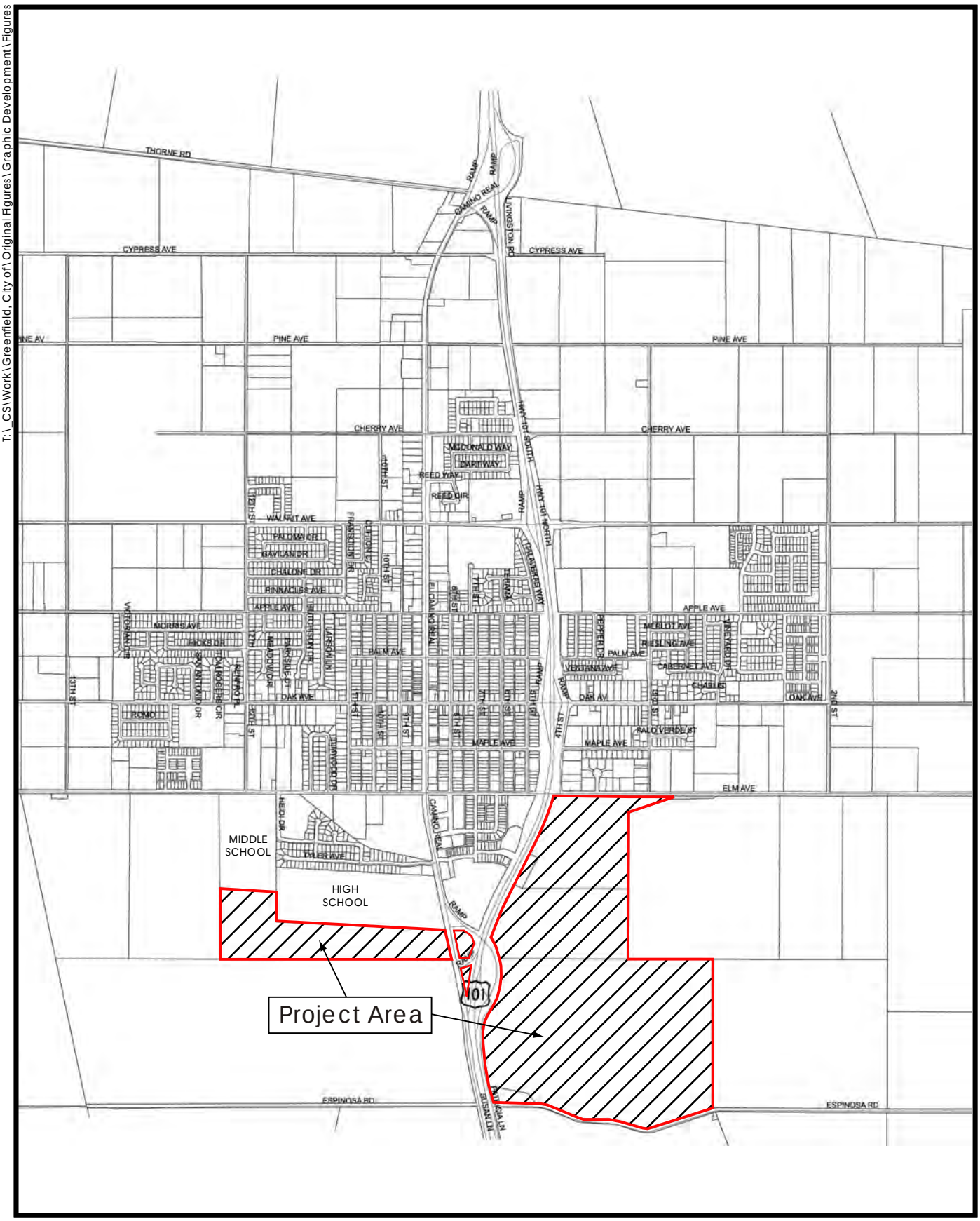
N

0 5 10
MILES

Figure 2-1
Regional Location

Michael Baker
INTERNATIONAL

T:_CS\Work\Greenfield, City of\Original Figures\Graphic Development\Figures



Not To Scale

Figure 2-2
Project Vicinity

Michael Baker INTERNATIONAL

2.2 CURRENT OWNERSHIP AND PARCELIZATION

The South End ~~SOI~~ Annexation project site is comprised of ~~four~~ seven parcels under the ownership of ~~three~~ separate entities. The property owners include Scheid Vineyards, the Franscioni family (TMV Lands), NH3, and the L.A. Hearne Company. TMV Lands has real interest in 173~~1~~ acres (APN 221-011-017) located north of Espinosa Road on the east side of Highway 101. Scheid Vineyards has real interest in ~~93~~ 138 acres (APN 221-011-07~~1~~0, -071 and 221-011-068) located east and west of the highway. LA Hearne Company owns APN 221-011-018, which consists of approximately three acres, located at the southwest corner of US Highway 101 and Espinosa Road. APNs 221-011-041 and -045 are owned by NH3, consisting of approximately 3 additional acres. **Table 2-1** summarizes the ownership, size, current uses, and proposed future use of each parcel.

TABLE 2-1
CURRENT AND FUTURE USES BY PARCEL OWNERSHIP

APN	Owner	Size (acres)	Current Use	Proposed Future Use
221-011-017	Ray Franscioni (TMV Lands)	173~~1~~	Farming/ Agriculture	Highway Commercial, Heavy Industrial/Warehouse, and Agricultural Easement (51.6–acre ag easement will not be annexed)
221-011-071	Scheid Vineyards	45~~6~~	Farming/ Agriculture	Highway Commercial and Heavy Industrial/Warehouse
221-011-070	Scheid Vineyards	46	Farming/ Agriculture	Heavy Industrial/Warehouse
221-011-068	Scheid Vineyards	47	Farming/ Agriculture	Low Density Residential
221-011-018	L.A. Hearne Company	3	Agricultural Equipment Storage	Highway Commercial (agriculture sales)
221-011-041 and -045	NH3	3	Fertilizing operation	Fertilizing operation
n/a	County of Monterey/ Caltrans	25	Roadway rights–of–way	Roadway rights–of–way

2.3 ~~PLANNING REQUIREMENTS FOR EACH PARCEL~~PARCELS PROPOSED FOR ANNEXATION

The South End ~~SOI~~ Annexation project involves a series of complex land use actions and boundary changes that ultimately relate to the City of Greenfield's General Plan and ~~proposed~~ adopted Sphere of Influence boundaries. The project as described within this SEIR represents the "whole of the action", made up of several components and related entitlements.~~However, because the four parcels comprising the project involve slightly different land use actions specific to each parcel, the disposition of each is described in more detail below.~~ Each of the parcels proposed for annexation and future development ~~are~~is identified below.~~:~~

APN 221-011-017 – "Franscioni" Parcel". This 173–-acre parcel was included within the City's General Plan and proposed SOI boundaries in 2005, and is designated as Highway Commercial and Heavy Industrial within the General Plan. The 2007 LAFCO-approved SOI boundary, however, excluded the easternmost 51.6 acres of this parcel. For this reason, 121.4 acres are currently proposed for annexation into the city, with General Plan designations of Highway Commercial and Heavy Industrial. The remaining 51.6 acres will be placed into a permanent agricultural conservation easement and will remain within unincorporated Monterey County. It will require a minor subdivision to parcel out the 51.6-acre conservation easement area. This action is described in detail later in this Project Description.

APN 221-011-017 – "Franscioni Parcel". This 171-acre parcel is not currently part of the City's General Plan area. As with all four parcels, it is also outside the existing City SOI. As such, this parcel will require a General Plan Amendment to bring the area into the General Plan and proposed SOI boundaries. The underlying land uses would be changed from Agriculture (Monterey County) to Highway Commercial and Heavy Industrial. The eastern portion of this parcel also contains an agriculture easement of approximately 50 acres. This agricultural easement is the result of a Williamson Act exchange agreement that is being prepared as part of this project. Under the exchange agreement (described in detail in Section 3.2), this 50-acre area would remain in agriculture. As such, 121 acres are considered "developable" for planning and descriptive purposes. As the Franscioni parcel is proposing both Highway Commercial and Heavy Industrial land uses, the City is also recommending subdivision of the parcel so that the various land use boundaries clearly match legal parcel lines. APN 221-0101-071 – APN 221-011-071 - "Scheid East" Parcel. This 456-acre parcel immediately north of Franscioni is currently within the City's General Plan and SOI boundaries, and is designated as Highway Commercial and Heavy Industrial. Because approximately half of the parcel is proposed for Highway Commercial, this parcel will require a General Plan land use change to allow the Highway Commercial use, as well as inclusion in the City's proposed SOI. Like the Franscioni parcel, the City is recommending subdivision of the parcel so that the two land use boundaries match legal parcel lines.

APN 221-011-070 – "Scheid East Industrial" Parcel. This 46-acre parcel north of the "Scheid East" parcel is currently in the City's General Plan and SOI boundaries, and has a designation of Heavy Industrial. This parcel was included and analyzed as part of the City's 2005 General Plan Uupdate, and most of the parcel was included in the City's pre-2007 SOI boundary.

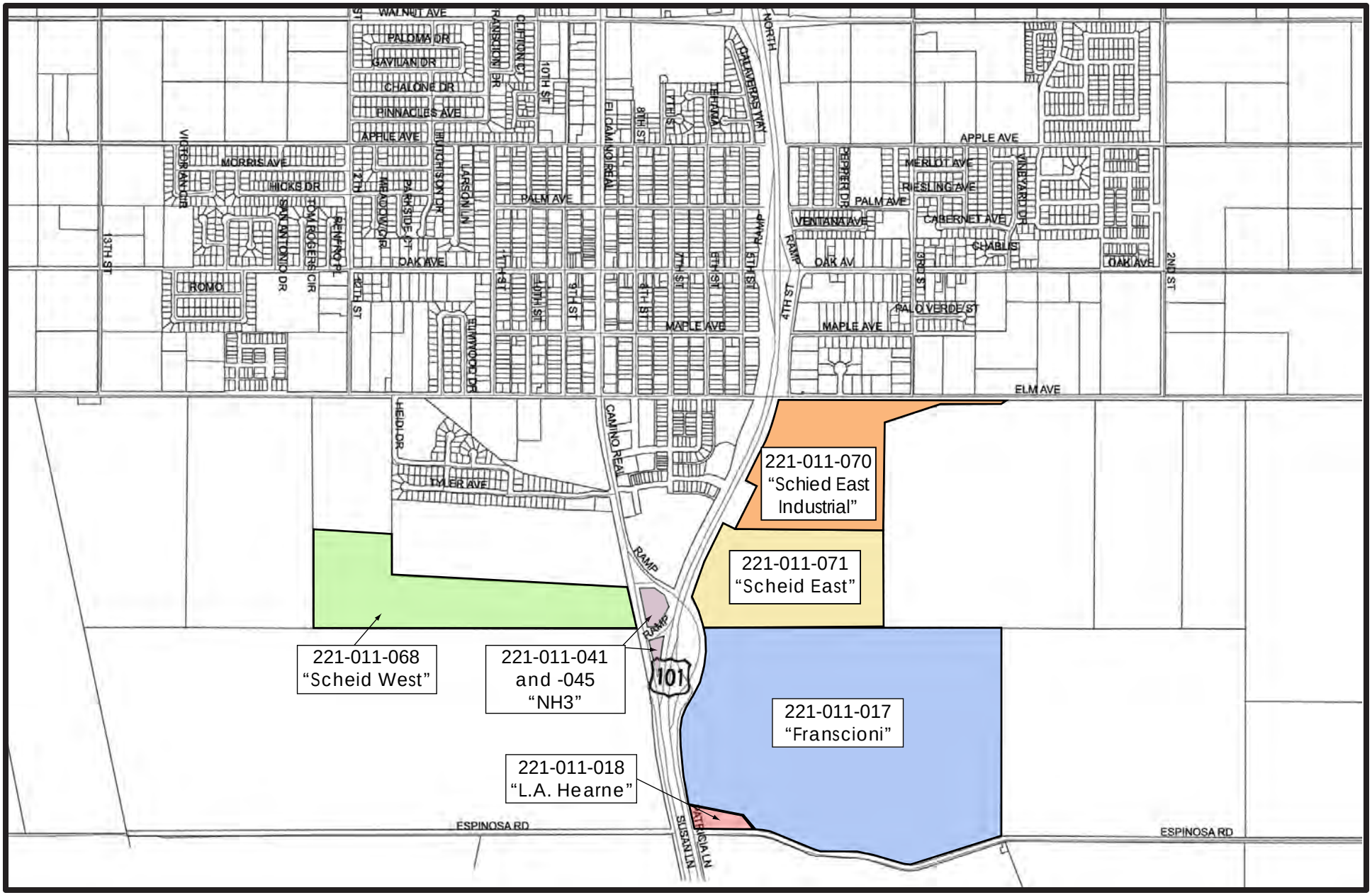
APN 221-0101-018 – "L.A. Hearne" Parcel. This three-acre parcel at Highway 101 and Espinosa Road is currently used for agricultural equipment storage and sales. This parcel has been included in the project boundaries primarily to create a more uniform SOI boundary and to allow better planning opportunities at the intersection of primary roadways. Agricultural-related storage and sales uses will continue at this location. This parcel requires a General Plan land use change from Agriculture (County) to Highway Commercial (City), as well as inclusion within the City's proposed SOI boundary.

APNs 221-011-041 and -045 – NH3 Parcels. These small parcels totaling approximately three3 acres are bounded by HighwayUS 101 and El Camino Real. These parcels were included in the LAFCO-approved 2007 SOI update to create a more logical boundary and to avoid land use islands. They carry a General Plan designation of P-QP (Public, Quasi Public (P-QP), as they are surrounded by roadways. Existing fertilizer operations are planned to continue into the future.

APN 221-01~~0~~1-068 – "Scheid West" Parcel. This 47-acre "L" shaped parcel west of the highway ~~requires a General Plan amendment to bring the property from Agriculture (County) to Low Density Residential (City)~~was included in the approved SOI boundary and has a General Plan designation of Low Density Residential. In addition to annexation, the application is seeking to process a Tentative Subdivision Map that would allow 149 single-family residential units and associated improvements.

All parcels (including ~~a constrained 3-acre parcel lodged between Highway 101 and El Camino Real and~~county- and state-owned incidental right of way area included within the proposed SOI) ~~are~~ were part of a single General Plan Amendment adopted by the City to accommodate the land uses described above. ~~All parcels will also be part of the City of Greenfield's larger city-wide Sphere of Influence amendment, described below. The applicants have requested annexation of the four parcels into the City of Greenfield, although annexation may be part of an application to LAFCO apart from and subsequent to the application to amend the SOI.~~

Parcels are illustrated in **Figure 2-3.** Proposed land uses are shown in **Figure 2-4.**



Not To Scale

Figure 2-3
Subject Parcels

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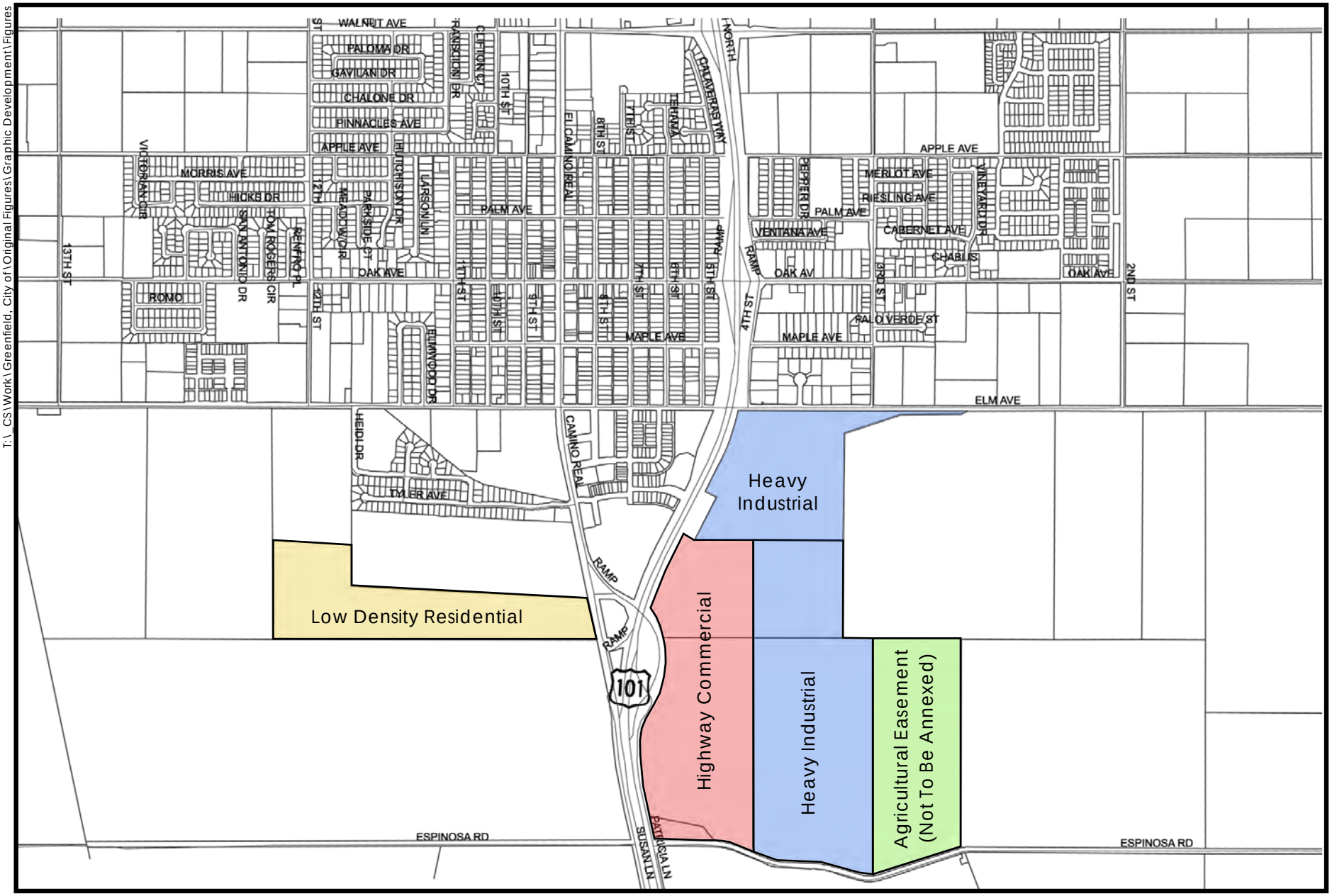

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Figure 2-4
Proposed Land Use

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~~2.4 Project Relationship to the Greenfield City-Wide SOI Amendment~~

~~The City of Greenfield adopted a comprehensive General Plan Update in May 2005. Following adoption, the City began preparing an application to LAFCO Monterey County to amend its city-wide SOI boundary to match its new General Plan planning boundaries.~~

~~Based on continued public input and meetings with LAFCO staff, the City is considering changes (amendments) to its adopted General Plan and proposed SOI. The amendments are focused on removing areas of extremely high quality farmland on the east, and making a more logical boundary adjustment on the west. Those amendments are in process at this time, and are anticipated to be complete by the time the City submits an application to LAFCO to amend its SOI boundary. This issue is also discussed in Section 3.9, Land Use.~~

~~The South End SOI Project was proposed to city officials near the end of the General Plan process. At that time, the City decided to analyze the South End proposal, but to do so in a way that would not jeopardize the work already completed on the General Plan. As such, the South End SOI project is being considered and analyzed on its "own merits", as a separate and distinct project. Should the City decide to approve the South End SOI Project, the project boundaries will be included in the City's SOI Amendment application to LAFCO. The city-wide boundary will be considered by LAFCO as a whole. The environmental documents for the City's General Plan, together with this EIR for the South End SOI, will constitute the environmental record for LAFCO's consideration of the entire city-wide SOI boundary. Should the City deny the South End SOI project, the City's application to LAFCO would show the South End project removed from the SOI.~~

2.4~~5~~ Project Land Use and Development Characteristics

The project site consists of approximately ~~267~~ 290 acres of land south of the City of Greenfield incorporated limits. The current application requests multiple entitlements for ~~a General Plan Amendment, Sphere of Influence Amendment,~~ prezoning of property, and annexation of property. The applicant~~s~~ ~~are~~is also seeking approval of a Tentative Parcel Map (minor subdivision) of the Franscioni parcel~~,~~ and a vesting tentative map/major subdivision of the Scheid West parcel. ~~No subdivision maps or detailed site plans are proposed as part application.~~Specific development applications for specific uses and site planning will require additional processing and environmental review by the City of Greenfield.

A summary of proposed land uses and acreage ~~are~~ is shown in **Table 2-2** below.~~:~~

Table 2-2
Land Use Summary and Development Potential

Parcel	Total Acreage	Proposed Land Use	Development Potential
221-011-017 Franscioni	~~171~~173 (121.4 acres to be annexed)	Highway Commercial (61 acres), including: ~~Truck Stop~~Travel Center (25 acres) -Hotel/Motel (50 rooms) -Storage Facility (10 acres)	~~664,922~~ 137,840 sf
		~~Heavy I~~industrial/Warehouse (approx. 60 acres)	~~784,083~~ 501,500 sf

		Agricultural Easement (51.6~~50~~ acres- not part of annexation)	None
221-011-068 Scheid West	47	Low Density Residential (47 acres)	~~329~~ 149 du (maximum)
221-011-071 Scheid East	4~~6~~5	Highway Commercial (23 acres)	~~250,471~~ 84,360 sf
		~~Heavy~~ Industrial/Warehouse (2~~3~~2 acres)	~~300,565~~ 198,000 sf
221-011-070 Scheid East Industrial	46	Industrial/Warehouse	375,500 sf
221-011-018 LA Hearne Company	3	Highway Commercial (3 acres)	32,670 sf (existing condition)
221-011-041 and -045 NH3	3	Public/Quasi-Public (existing fertilizer operation)	No change/existing condition
County and State Rights~~-~~of~~-~~Way	25	Roadways	No change/existing condition
Totals	~~267~~290	~~267~~ 290	~~915,393~~ 222,200 sf ~~-~~ – new Highway Commercial ~~1,084,648~~ 1,074,000 sf – ~~Heavy~~ new Industrial/Warehouse ~~329~~ 149 du – new Low Density Residential

Notes and Assumptions:

1. *Development Potential is based on conceptual land use and planning estimates provided by the applicant reflecting anticipated market conditions and development yield~~site coverage (25% for Highway Commercial; 30% for Heavy Industrial)~~.*
2. *Specific Uses (~~truck stop~~travel center, motel, storage facility) are conceptual at this time. Exact uses and locations are estimated for analysis purposes only.*
3. *~~329~~ 149 residential units represents ~~maximum possible yield. Net yield is estimated at 293 units~~net yield as per the applicant's tentative map.*

Proposed Land Uses

Highway Commercial Development

If approved and implemented, highway commercial use would be developed along the eastside of Highway 101 on approximately 87 acres. The highway commercial portion of the project would be developed on the western portion of the Franscioni, Scheid East, and L.A. Hearne parcels. At this time, the applicant~~s~~ is ~~are~~ considering a range of uses, including a travel center that would accommodate visitors to Monterey County, ~~truck parking,~~ restaurants, and other visitor serving uses consistent with the City's Highway Commercial designation. No specific development plans have been proposed, the location of specific uses are not known, and the three-acre L.A. Hearne parcel will ~~probably~~ remain as an equipment storage and agriculture-related retail facility in the near term. ~~However, this~~This EIR assumes a development scenario and mix of uses not to exceed 222,200 square feet, based on preliminary planning estimates provided by the applicant~~buildout of all parcels at maximum allowable site coverage in order to provide a through and conservative analysis. Site coverage for highway commercial uses is assumed at 25 percent~~.

Heavy Industrial/Warehouse Development

The heavy industrial uses would be developed on the eastern portion of the Scheid East and Franscioni parcels, totaling 127 acres. Typical uses anticipated for development within the City's Heavy Industrial designation include processing of agricultural products, major wineries, agricultural support facilities, manufacturing, and similar. For analysis purposes, the EIR (and traffic study) assumes ~~site coverage of 30 percent~~a maximum of 1,074,000 square feet. This also includes an assumption of 24,000 square feet of light industrial use within the industrial mix.

While specific development plans have not yet been proposed, a conceptual roadway network serving the Highway Commercial and Heavy Industrial areas is shown on the Pinnacles Plaza conceptual plan, submitted as part of the annexation request. This roadway network connects to the existing street network at Elm Avenue and Espinosa Road, and connects to ~~Highway~~US 101 at the El Camino Real ramps. The conceptual roadway network is shown ~~as~~in **Figure 2-5,** consistent with the City's Circulation Element.

Low Density Residential Development-Major Subdivision

Low density residential uses are proposed on the Scheid West parcel on the west side of US 101, along the southern boundary of Greenfield High School and Vista Verde School. This designation would allow single-family residential units at up to seven units per acre. Assuming full buildout of the 47-acre parcel at maximum density, the project could conceptually yield up to 329 dwelling units. ~~Actual dwelling unit yield will probably be lower once maps account for roads, detention basins, and easements. For that reason, the traffic study assumes development of 293 units~~ However, as a component of this annexation, the applicant is requesting approval of a tentative subdivision map for 149 single--family dwelling units. The subdivision design includes a 200--foot--wide agricultural buffer easement on its southern boundary, as well as a 70-foot temporary agricultural buffer on the western edge.

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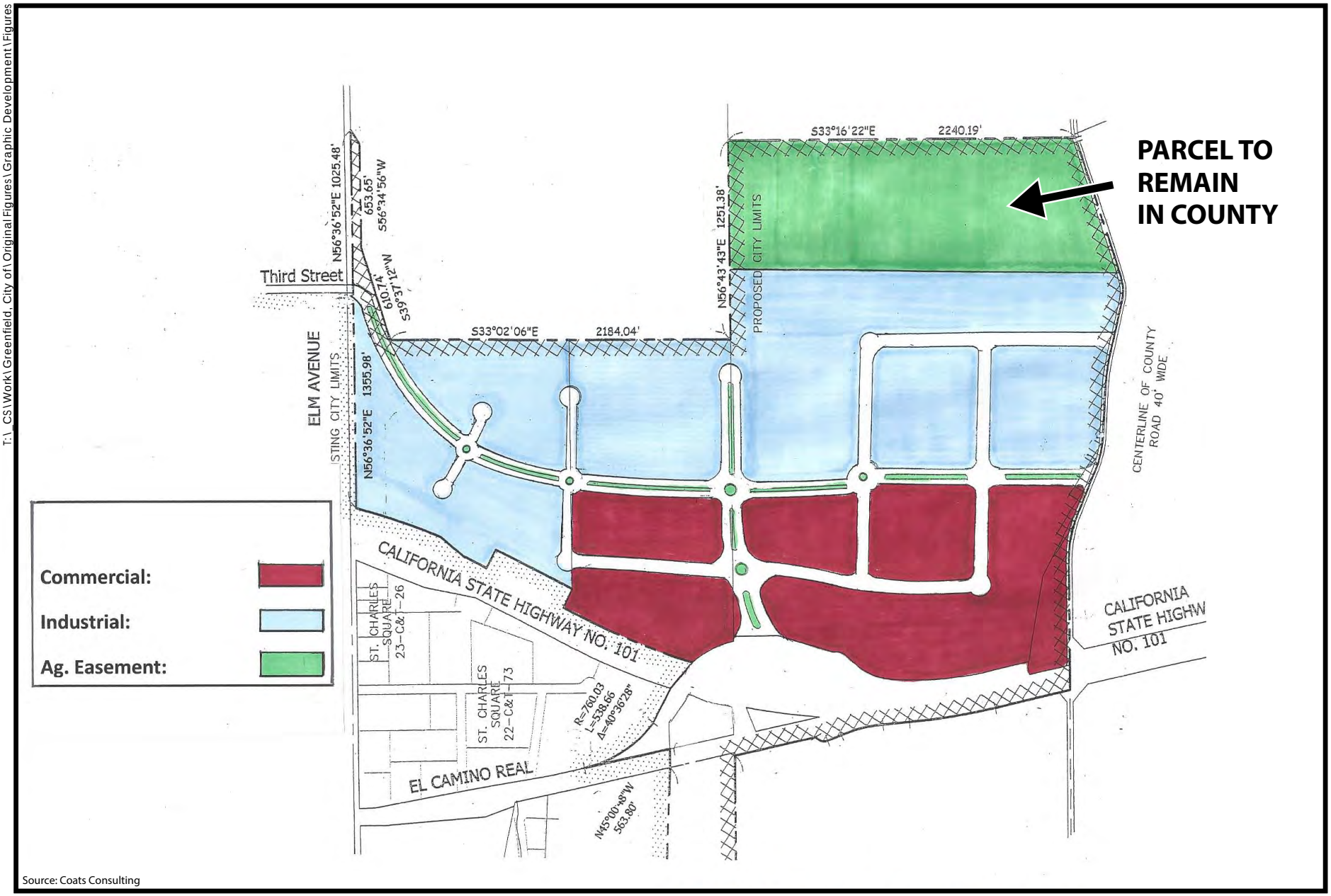

Source: Coats Consulting

Not To Scale

Figure 2-5

Conceptual Highway Commercial Roadway Network

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Primary roadway access to the subdivision would be via a two-lane road connecting to El Camino Real, running along the south boundary of the Scheid West parcel. Lots range in size from 6,000 square feet to approximately 12,000 square feet~~,~~ and are served by an internal looped street system. The agricultural buffer to the south will serve a dual function as a landscaped drainage swale for stormwater control. Roadway improvements necessary to accommodate project traffic will be constructed with the subdivision.

The Vines tentative subdivision layout is illustrated in **Figure 2-6**.

Traffic and Circulation Improvements

Primary access to the project area would be from Highway 101. East of the highway, access to the project site would be made available via Espinosa Road. The proposed circulation system for the project would include the extension of Third Street through the project area to Espinosa Road (consistent with the Circulation Element), and it is assumed that Espinosa Road would be improved along the southern boundary of the project area. West of the highway, access to the project site would be via El Camino Real/Patricia Lane. Intersection improvements at the south end of the city would also be required, and internal streets for all development areas would also be provided. Parking for employees and customers of the commercial and industrial facilities would be required onsite. Circulation plans for the project are conceptual at this time (with the exception of the residential subdivision, which includes a specific street layout)~~,~~ and ~~All circulation plans for the proposed project~~ would be defined as part of subsequent development proposals, ~~and will be~~ subject to review and approval by the City of Greenfield.

Truck traffic related to industrial and commercial use will have direct access to and from U~~.~~S~~.~~ 101 via Espinosa Road. Alternative truck routes are available around the perimeter of the city consistent with the General Plan and the MOA.

Public Services and Infrastructure

Public service and utilities, including water, wastewater services, gas, electricity, police and fire protection, etc., would be extended from the City to the project site as part of the proposed project. **Section 3.13** of the EIR describes the potential impacts associated with the extension of services to the project area.

Gateway Overlay

Commercial and visitor serving areas that are located at the northern and southern entrances to the community serve as "gateways" to Greenfield. These areas should be aesthetically attractive since they provide an influential visual statement regarding the character of the community. Such areas should be designed to provide visual amenities that are not required for uses designed to serve more local needs. The purpose of the Gateway Overlay is to require the provision of attractive signage, additional landscaping, and greater attention to building design. The gateway overlay is intended to accomplish these purposes. The entire ~~proposed 267-acre project site~~annexation area would be subject to the City's gateway overlay.

Williamson Act Easement Exchange Program and Creation of Permanent Agriculture Easements

To provide direct mitigation for the annexation and development of land currently under Williamson Act contract, the project applicant is~~s are~~ establishing permanent agriculture conservation easements on the 51.6 acre parcel and on other properties to meet California Department of Conservation (DOC) and Monterey County LAFCO requirements consistent with

the MOA. The applicant is pursuing a Williamson Act Easement Exchange Program (WAEEP) pursuant to California Government Code Section 51200 et~~.~~ seq. and the Public Resources Code 10250 et~~.~~ seq.

Lands of Franscioni: The entire 173~~-~~-acre Franscioni (Vanoli Ranch) parcel is currently registered under Williamson Act contract. The owners filed a Notice of Non-Renewal for the entire parcel, which has approximately 10 years remaining on a 20-year non-renewal timeline. Distinct and separate from the non-renewal process, the owners are now also in the process of petitioning for a partial contract cancellation on 121.4 acres of the property, consistent with Government Code Section 51282(a). Of the 173 acres, the 121.4 acres petitioned for cancellation will be annexed. The remaining 51.6 acres will remain in Monterey County. The non-renewal timeline will continue on the 51.6 acres for approximately 10 more years. To mitigate direct impacts of the proposal, the applicant is pursuing the following process steps as part of the project:

- Complete a Williamson Act petition for partial contract cancellation to split off the 51.6 acres to remain in Monterey County. The 51.6 acres will remain under Williamson Act contract during the ongoing non-renewal period and ultimately be placed in a permanent agricultural~~e~~ conservation easement. This process requires that the County of Monterey and the City of Greenfield ~~to~~ complete CEQA review, make certain findings, and accept the petition application as complete.

- Dedicate a permanent agricultural conservation easement on other lands of equal or higher agricultural quality held by the owner. The owner has identified other lands including the Somavia Ranch (66 acres) and Redding Ranch (318 acres) totaling 384 acres for this purpose.

- Complete the WAEEP process including all easements and agreements with the Department of Conservation, County of Monterey, and Monterey County Ag Land Trust (formerly the Monterey County Agricultural and Historical Land Conservancy) to formally establish such easements and amend status of Williamson Act contracts. The process of partially cancelling the Williamson Act contract and establishing mitigation easements is being accomplished by the petitioner with the guidance and direction of the California Department of Conservation and the County of Monterey.

The applicant has proposed two possible scenarios in lieu of paying a contract cancellation fee and to mitigate for the loss of farmland, consistent with the WAEEP process: ~~:~~

Proposal #1: Under this proposal, of the 435.48 acres of land that ~~is~~are to be placed in agricultural conservation easements, a total of 129.6 acres, including Parcel 2 on Vanoli Ranch (51.6 acres) and a 78~~-~~-acre portion of Redding Ranch, would be counted in lieu of paying the cancellation fee. The value of this acreage is approximately $300,000 (Vanoli) and $250,000 (Redding) for a total of approximately $550,000, which is greater than the $450,000 cancellation fee. The remaining 305.88 acres would serve as mitigation to directly offset the loss and conversion of 121.4 acres of agricultural land.

Proposal #2: Under this proposal, of the 435.48 acres of land that ~~is~~are to be placed in agricultural conservation easements, a 159~~-~~-acre portion of Redding Ranch (about half of the parcel)~~,~~ would be counted in lieu of paying the cancellation fee. The value of this acreage is approximately $500,000, which is greater than the $450,000 cancellation fee. The remaining approximately 276.48 acres would serve as mitigation to directly offset the loss and conversion of 121.4 acres of agricultural land.

The DOC, not the City of Greenfield, Monterey County, or LAFCO, will ultimately determine which scenario or combination of measures best satisfies state program requirements.

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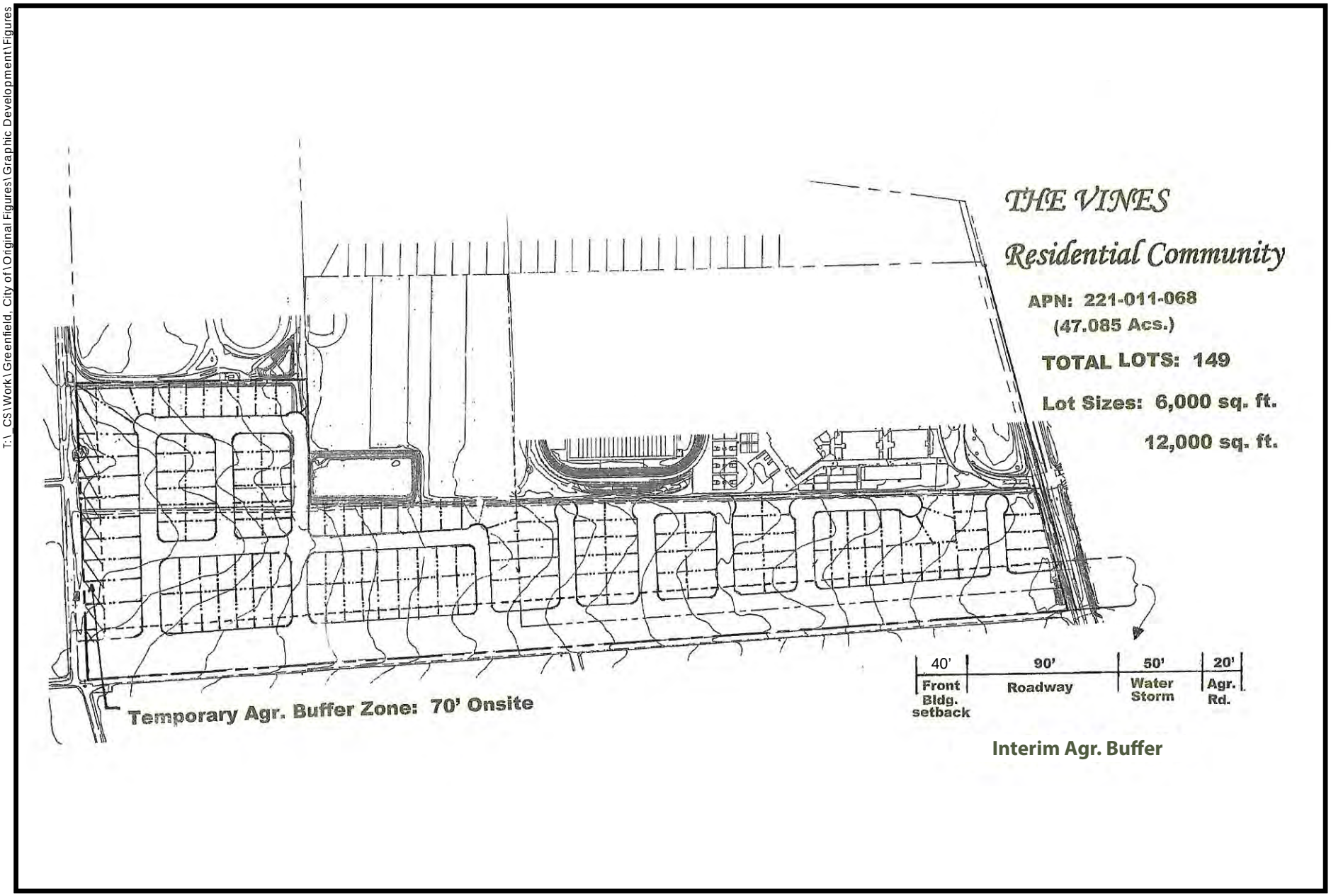

Not To Scale

Figure 2-6
"The Vines" Tentative Subdivision Map

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Lands of Scheid: The Scheid parcels to be annexed (138 acres) are also located on prime farmland. To provide direct mitigation for conversion, the owner will establish a permanent agricultural conservation easement (or easements) on lands of similar or higher agricultural quality and characteristics, consistent with the mitigation requirements of the MOA. The ~~applicant~~owner (Scheid) has identified parcel 221-061-002, located south of the city, as the mitigation parcel. This land (totaling 230 acres) has been placed voluntarily under conservation easement contract for permanent conservation. This parcel, shown in **Figure 2-7**, is not under Williamson Act contract.

County of Monterey Minor Subdivision

As identified previously, the easternmost 51.6 acres of the Franscioni parcel will not be annexed and will remain in ~~the~~Monterey County. In order to provide a legal parcel line and jurisdictional boundaries, the applicant has requested that the County process a minor subdivision to create a separate parcel for the 51.6 acres. This parcel will continue to gain access from Espinosa Road and will remain in active agriculture under County ~~g~~General P~~p~~lan and zoning designations. To ensure that this acreage remains independently viable, a new irrigation well will be constructed on the parcel. No other improvements are proposed. The subdivision map is included as **Figure 2-8**.

Permanent and Interim Agricultural Land Use Buffers

Consistent with the Greater Greenfield Area Memorandum of Agreement (MOA), the annexation area will require permanent and interim buffers to ensure adequate distance between active agriculture and urban land uses. Interim buffers of 70 feet will be provided along the western edge of the Scheid West parcel, on The Vines subdivision. The Scheid West parcel also includes a 200 foot interim buffer on its southern edge. Interim buffers will remain until such time that urban uses are extended and the buffer is no longer needed.

~~the~~ The eastern edge of the annexation area (both Scheid East and Franscioni parcels) ~~are~~is proposed for heavy industrial use. Such use does not involve "areas of active public congregation" or residential use~~,~~ and ~~are~~is therefore considered compatible with adjacent agricultural uses and does not require a buffer. Nonetheless, a voluntary 70-foot no-build buffer will be provided along this eastern side of the annexation area. A permanent buffer of 10 feet along Espinosa Road, involving a permanent conservation easement, is required along the southern boundary of the remaining Franscioni parcel. Existing non-residential structures (such as the L.A. Hearne building) will be buffered by Espinosa Road, which is appropriate considering existing conditions and agriculture-related uses at this location. A 1-foot utility easement will be included along the L.A. Hearne parcel.

2.~~6~~5 PROJECT PHASING

The proposed project has been analyzed for potential development in two primary phases. The purpose of the phasing concept is to determine the thresholds for key traffic and infrastructure improvements, rather than to establish a development sequence. The project applicants have also indicated that future development phasing may be broken down further based upon market demand and uses proposed. The phasing concept to does not preclude or constrain the timing of the development of any of the subject parcels.

PHASE I "INTERIM" DEVELOPMENT

Phase I of the proposed project involves the development of up to a maximum of ~~329~~ 149 single-family residential units on the western side of the project and would also include the development of the entire Highway Commercial area on the east side of the project. Although the uses for the highway commercial portion of Phase I have not been confirmed, the project applicant has conceptually proposed travel-oriented uses including ~~a truck stop and~~ multiple pads suited for commercial/freeway oriented service providers (fast food, restaurant, service station and hotel/motel). Phase I also assumes development of approximately 10 acres of "mini storage," or general industrial warehouse storage.

PHASE II - "BUILDOUT"

Phase II involves the balance (approximately ~~83~~ 127 acres) of the heavy industrial/warehouse land uses on the east side of Highway 101. At this time, the project applicant has~~s have~~ not determined what type of industrial uses would be included within Phase II. For analysis purposes, the EIR assumes maximum site coverage of heavy industrial use.

It is assumed that the proposed project site area would be fully developed within approximately 10~~-20~~ years, with planning and processing occurring within five years. The longer time horizon associated with Phase II reflects the mutual goal of the city and the applicant to provide coordinated planning for the only large industrial parcels in the General Plan. Annexation of the entire territory at this time will allow for cohesive planning on several parcels in different ownership. As stated previously, the purpose of the phasing was to identify the need for key infrastructure improvements, and does not necessarily dictate the development sequence of the parcels. The surveyed annexation map is shown as **Figure 2-9**.

2.~~7~~6 PROJECT OBJECTIVES

Consistent with CEQA Guidelines Section 15124(b), a clear statement of objectives and the underlying purpose of the project shall be discussed. The following description of the project objectives is based on information provided by the project applicant and the City of Greenfield.

The principal objectives of the South End ~~Sphere of Influence and General Plan Amendment~~Annexation project are as follows:

1) ~~Sphere of Influence Amendment, General Plan Amendment and subsequent~~ A~~a~~nnexation and prezoning of approximately ~~267~~ 290 acres, and extension of necessary services in accordance with LAFCO policy.~~;~~

2) ~~To e~~Establish the land use, environmental, and processing framework for the planned development of residential uses, highway commercial uses, and heavy industrial uses consistent with the Greenfield General Plan.~~;~~

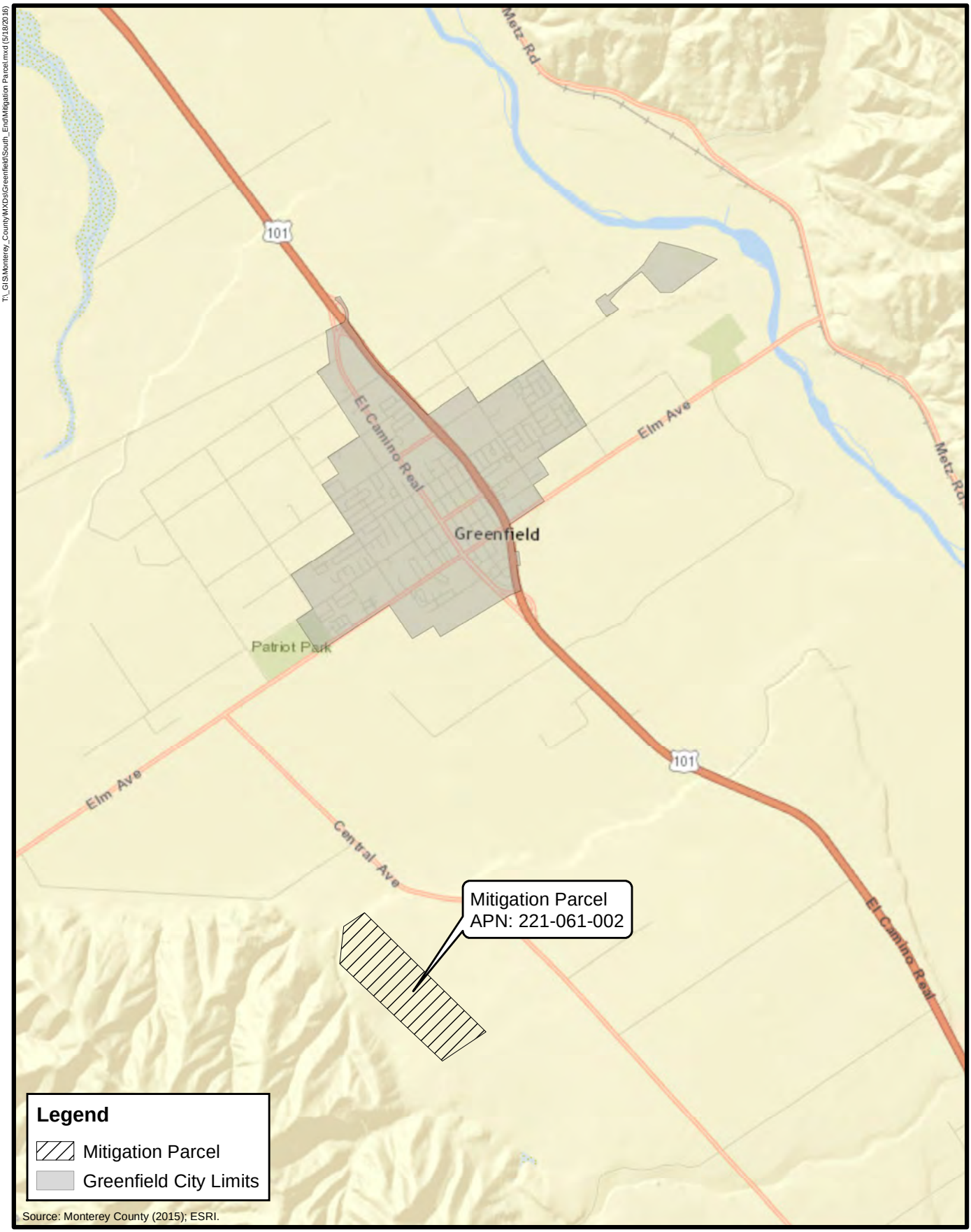
3) Contribute to the enhancement of the southern gateway entrance into the City of Greenfield. Enhance the character of the southern portion of the city by providing a transition between the surrounding fields and vineyards and the city.

4) Establish an industrial based job market in the southern portion of the city, an identified desire of the City.

5) ~~To c~~Create a "move--up" single-family residential neighborhood that would buffer the existing schools in the southern portion of the city from agricultural uses.

6) Create a well-designed, functional revenue generating highway commercial travel center. The travel center would accommodate truck parking, restaurants, and highway commercial type of uses.

T:_GIS\Monterey_County\MXDs\Greenfield\South_End\Mitigation Parcel.mxd (5/18/2016)



Source: Monterey County (2015); ESRI.

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Figure 2-7
Scheid Agricultural Mitigation Parcel

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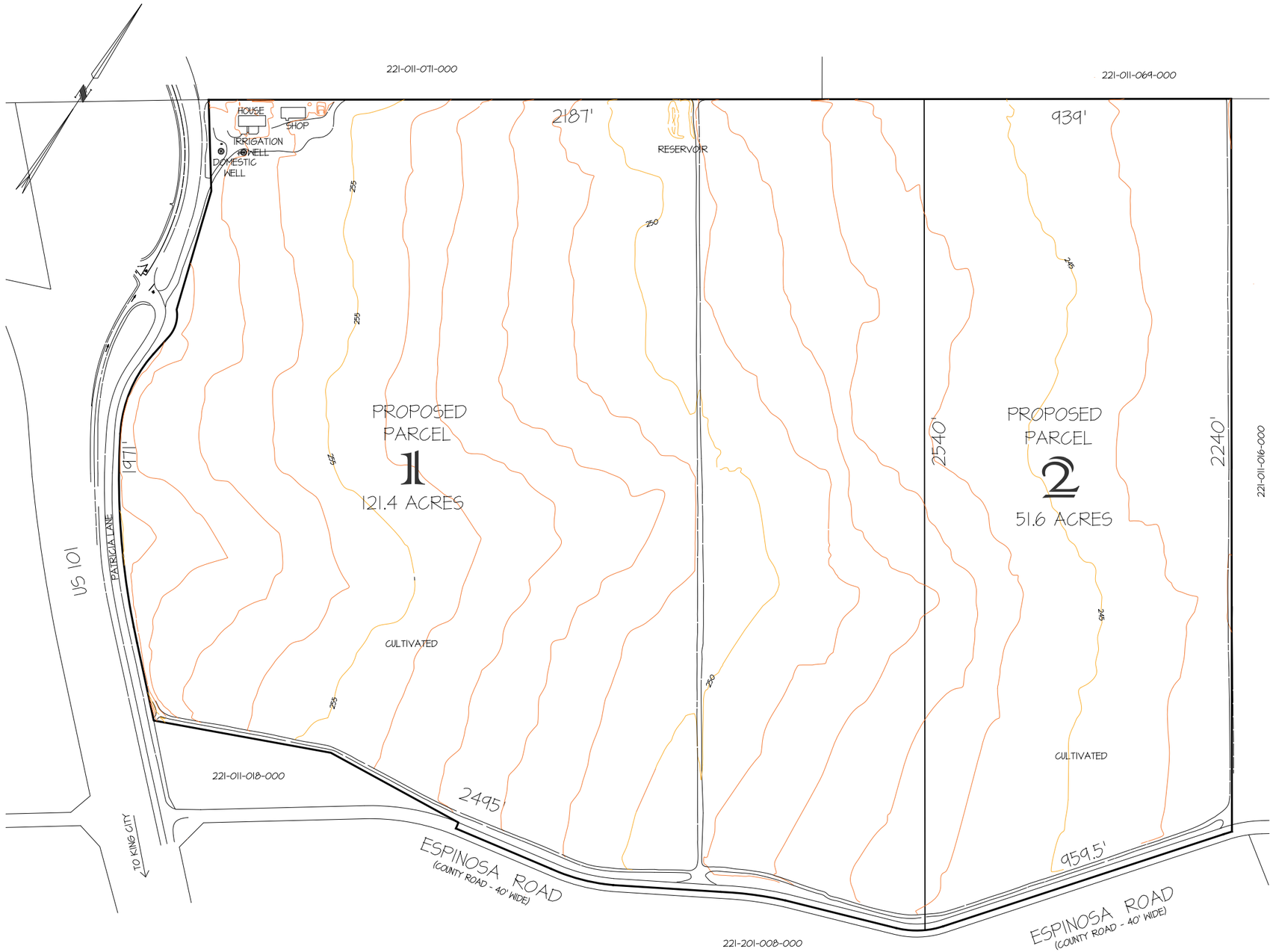

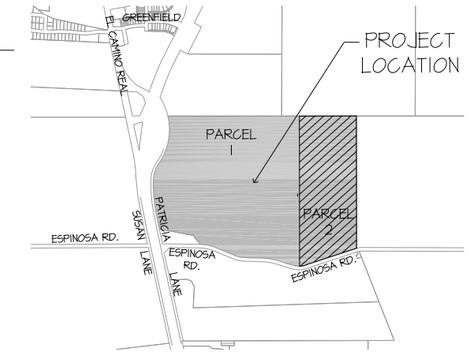

GRAPHIC SCALE

0 300' 700'

150' 450'

OWNER/APPLICANT: TMV LAND COMPANY, LP
86 MONTEREY SALINAS HIGHWAY
SALINAS, CA 93908

ENGINEERS: HD PETERS COMPANY, INC.
119 CENTRAL AVENUE
SALINAS, CA 93901

APN: 221-011-017-000

PRESENT ZONING: F/40

FEMA FLOOD ZONE: ZONE X (LESS THAN 0.2% ANNUAL CHANCE OF FLOOD) PER FIRM MAP No. 06053C0850G
EFFECTIVIE DATE: APRIL 2, 2009

PRESENT LAND USE: FARMLAND 40-160 ACRES MINIMUM

PARCEL 1 NO CHANGE IN USE, F/40 ZONING

WATER: WELL (EXISTING)
SEWER: SEPTIC TANK (EXISTING)
ELECTRIC SERVICE: PACIFIC GAS & ELECTRIC COMPANY, INC .(EXISTING)
TELEPHONE: AT&T COMMUNICATIONS (EXISTING)
GARBAGE SERVICE: TRI-CITIES

PARCEL 2 NO CHANGE IN USE, (100% AGRICULTURAL)
F/40 ZONING AND UNDER WILLIAMSON ACT
AGRICULTURAL EASEMENT DESIGNATION.

ELECTRIC PACIFIC GAS & ELECTRIC COMPANY, INC (EXISTING)

Source: H.D. Peters Co.

FIGURE 2-8
Vanoli Ranch Tentative Subdivision Map

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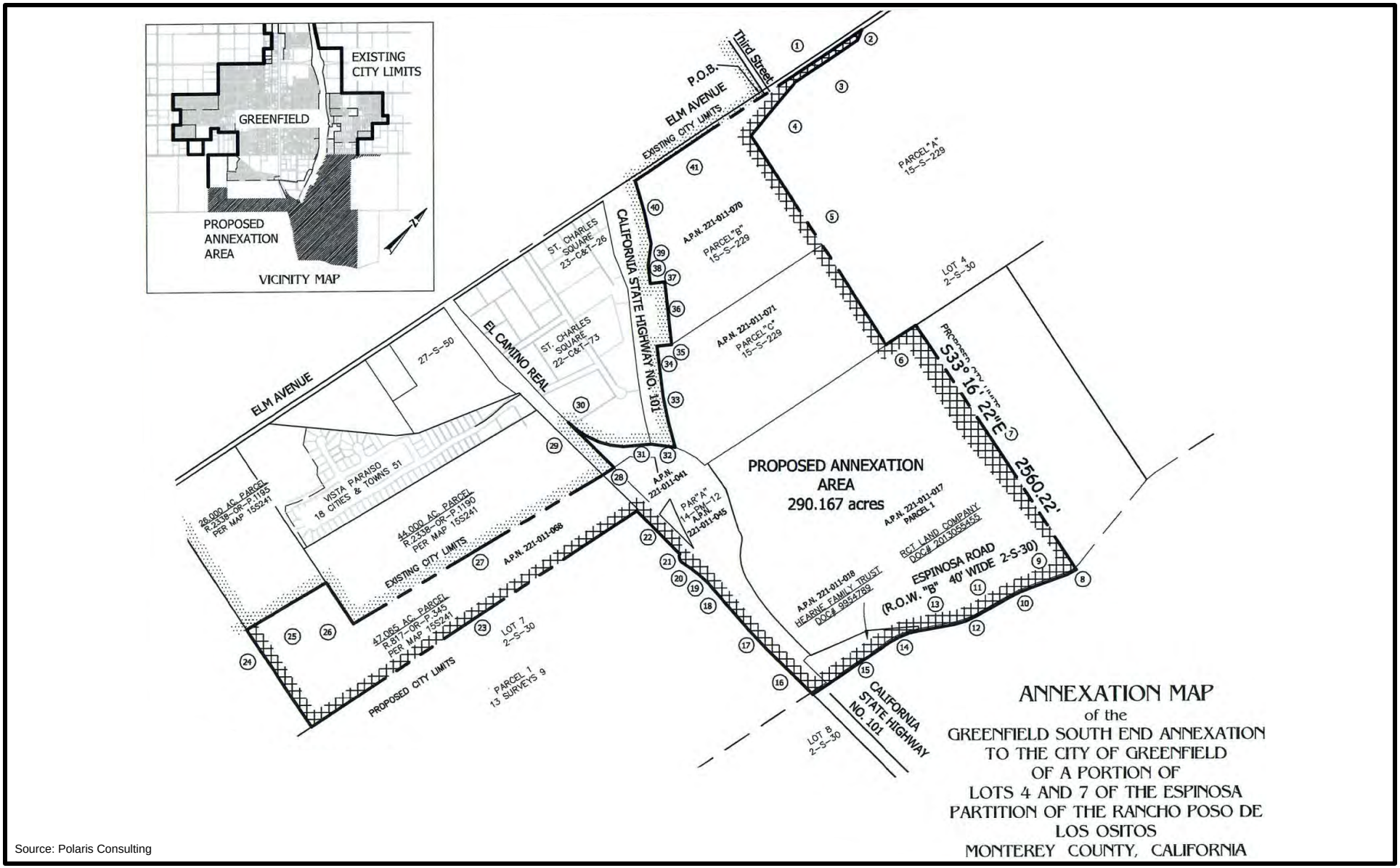


Source: Polaris Consulting

Not To Scale

FIGURE 2-9
Annexation Map

Michael Baker INTERNATIONAL

2.~~8~~7 REQUESTED ACTIONS, ENTITLEMENTS, AND REQUIRED APPROVALS

This Supplemental EIR provides the environmental information, analysis, and primary CEQA documentation necessary for the City, Monterey County, California Department of ~~and~~Conservation and Monterey County LAFCO to adequately consider the environmental effects of the project.

- The City of Greenfield, as lead agency, will consider the project at the local level. The primary approvals sought at the local level include ~~the SOI Amendment, General Plan amendment,~~prezoning and annexation into the City and approval of the residential subdivision map (vesting tentative map). LAFCO, with approval authority for the ~~SOI amendment and~~ annexation (reorganization), is a responsible agency and would take action on the annexation proposal after the City. ~~on those items~~ The City will need to submit a complete annexation application to LAFCO for review and consideration. Monterey County and the Department of Conservation are responsible agencies with approval authority of the minor subdivision and Williamson Act Exchange proposal, respectively.

Future approvals within the project area, if approved, would require additional site planning and related permits by several agencies, additional CEQA compliance, and other processing steps as necessary. Those steps may include, but are not limited to, the following:

- ~~Residential~~ Subdivision Maps (including Monterey County minor subdivision of the Franscioni parcel);
- Tentative Cancellation Resolution (Monterey County, for Williamson Act contract cancellation);
- City/County Tax Sharing Agreement;
- Parcel Maps;
- Site Development Plans;
- Circulation Plans;
- All Final Improvement Plans;
- Utility Plans;
- Construction Phasing and Duration;
- Architectural and Site Plan Review;
- Landscaping and Lighting Plans;
- Development Agreements;
- Williamson Act Easement Exchange Program and Recordation of Permanent Agricultural Conservation Easements (California DOC and Ag Land Trust);
- Caltrans approvals and permits for encroachment and improvements relative to US Highway 101;

- Conditional Use Permits;
- Grading and Building Permits; and/or
- Other related subsequent actions to further project implementation.

REFERENCES/DOCUMENTATION

City of Greenfield. City of Greenfield General Plan and EIR. 2005.

City of Greenfield. *City of Greenfield Zoning Ordinance.* 1981 as updated.

City of Greenfield. South End SOI Final EIR. August 2006.

City of Greenfield. Notice of Preparation for a Draft Environmental Impact Report. October 2005.

Coats Consulting, and the Law Offices of Aaron P. Johnson. Project description, information and plans.

County of Monterey. Central Salinas Valley Area Plan. 1987.

County of Monterey. Monterey County General Plan. 1982

H.D. Peters and Co. Tentative Parcel Map for proposed minor subdivision of the TMV Land Company, LP. May 2016.

Monterey County LAFCO. Resolution No. 13-13, Greater Greenfield Area Memorandum of Agreement. June 24, 2013.

3.0 ANALYSIS

3.1 Analysis Approach

This document is a Supplemental EIR (SEIR). As such, it provides supplemental information to the South End Sphere of Influence (SOI) Amendment Project Final EIR certified by the City of Greenfield in August 2006, consistent with CEQA Guidelines Section 15163 (see Section 1.0). Based on a series of minor changes to the original project description (see Section 2.0) and changes in local circumstances surrounding the proposal, this document provides a comparative analysis of the current application against the prior project. This SEIR provides a section-by-section comparison of the adequacy and relevance of the findings of the certified CEQA document against the current proposal and the physical and policy setting in place today.

This document is not nor is it intended to provide a wholesale re-evaluation of the previously certified EIR. Rather, it makes supportable findings as to the adequacy of the prior analysis and provides additional analysis, findings, and/or mitigation measures as warranted that are applicable to the current proposal. A master of list of all applicable mitigation measures from the prior EIR and this SEIR is included as **Appendix A**.

For purposes of discussion and analysis, the South End SOI Final EIR certified in August 2006 is referred to as the "previously certified EIR" or the "prior EIR." The prior EIR is incorporated by reference in its entirety and is included as **Appendix F**.

3.1 Aesthetics and Visual Resources

Current Environmental Setting

The environmental setting of the project area has not significantly changed, based on field review by the EIR preparers familiar with current conditions and conditions in 2006. The subject parcels remain in active agriculture, and no major improvements to the area have been introduced. The characterization of the setting and dominant visual features as documented in 2006 remains essentially unchanged. Uses on the Scheid East Industrial parcel also remain in agricultural use. This parcel does not introduce any new or unique visual features to the environmental setting. Open views and vistas across existing farmland remain.

Comparative Analysis

The previously certified EIR identified the following environmental effects and their relative significance:

- Impact 3.1-1 Aesthetic and Visual Character (less than significant)
- Impact 3.1-2 Existing Views and Scenic Vistas (less than significant)
- Impact 3.1-3 Light and Glare (potentially significant)
- Impact 3.1-4 Visual Appearance of the Built Environment (potentially significant)
- Impact 3.1-5 Cumulative Impact to Scenic Resources and Visual Character (significant and unavoidable)

Regarding the project's less than significant impacts, no components of the current project description would change those conclusions from the prior EIR. The visual environmental setting remains similar, and changes to visual character, views, and vistas—at the project level—would

occur in the same manner but would not exceed established thresholds for the reasons previously documented.

With respect to light and glare, a mitigation measure was included requiring lighting plans to be submitted to the City for review at the time detailed development plans were proposed, showing lighting features intended to minimize glare and off-site light spillage. This measure remains applicable to all parcels, including the proposed residential subdivision on the Scheid West parcel.

With respect to visual appearance of the built environment, the prior EIR also identified proposed residential and commercial areas within the annexation area that would be in City-designated Gateway Overlay areas. The Greenfield General Plan states that proposed development within these areas should visually complement the surrounding agricultural area. The aesthetics analysis stated that development within these areas, without design controls, could result in aesthetic impacts that would be inconsistent with the surrounding agricultural area. Mitigation measures were included requiring detailed project and landscape plans to be submitted for review by the City to determine consistency with the Gateway Overlay areas, as well as requiring undergrounding of utilities in these areas. These measures remain applicable and relevant to the current proposal.

Conclusion

Based on the proposed land uses and an inspection of current site conditions and resources, there are no changes to the project that would alter the analysis and conclusions of this section of the prior EIR, and the mitigation measures remain adequate. Cumulative effects would also remain significant and unavoidable as documented in the prior EIR. The minor subdivision component of the project would have no impact on the environment, as the 51.6 acres of Vanoli Ranch previously proposed for annexation will now remain in agricultural use.

3.2 Agricultural Resources

Current Environmental Setting

The physical conditions and quality of farmland in the project area remain unchanged from 2006 conditions. As with most of Greenfield and with few exceptions, the subject parcels and the surrounding area consist of Prime Farmland with excellent agricultural characteristics that have traditionally supported row and truck crops such as lettuce, broccoli, celery, and cauliflower. Rockier soils have successfully supported vineyards and orchards.

Based on the current project description, however, there are key differences in the proposed project that relate to agricultural resources. These include:

> **Total Acreage**. The prior EIR analyzed a project size of 267 acres that had the potential to be converted to urban use. The current proposal involves 340 acres with the inclusion of the Scheid East Industrial parcel. However, because 51.6 acres of the Franscioni parcel will remain in Monterey County under a permanent agricultural easement, the net acreage of affected property is 290 acres (see Section 2.0 for details). Approximately 32 acres of this net area consists of existing roadways, existing businesses, and other nonproductive lands, resulting in 258 acres of farmed land that could be impacted.
>
> **Greater Greenfield Area Memorandum of Agreement (MOA)**. As described in Section 1.0, this MOA, executed in June 2013, provides specific guidance and expectations regarding the long-term direction of growth for the city, mitigation strategies for the conversion of

agricultural land, performance standards for agricultural buffers, and other policy considerations. While the MOA did not exist at the time of certification of the prior EIR, the current proposal must demonstrate consistency with the document and with other current LAFCO policies.

Treatment of Franscioni Parcel/Proposed WAEEP. Based on the current proposal, the 173-acre Franscioni parcel includes a tentative parcel map (minor subdivision), to be processed by the County of Monterey. The purpose of this subdivision is to allow the easternmost 51.6 acres of the property to remain under County jurisdiction, with a Farmlands land use designation and permanent protection as part of a larger mitigation strategy. As described in Section 2.0, Project Description, the property owners are pursuing a Williamson Act contract cancellation for 121.4 acres of the parcel through the Williamson Act Easement Exchange Program (WAEEP). The owners propose to mitigate for the partial cancellation of the existing contract, and annex the 121.4 acres for future development. The remaining 51.6 acres will remain under contract and in the non-renewal process for approximately 10 more years. The treatment of this parcel—Vanoli Ranch—represents a deviation from the 2006 project description, which anticipated annexation of the remaining 51.6 acres into the City of Greenfield. Annexation of this property is no longer proposed. The WAEEP process was not anticipated in 2006 and must be addressed in this SEIR.

Comparative Analysis

The previously certified EIR identified the following impacts related to agricultural resources:

- Impact 3.2-1 Conversion of Prime Farmland (significant and unavoidable)
- Impact 3.2-2 Agricultural-Urban Land Use Conflicts (potentially significant)
- Impact 3.2.3 Agricultural Zoning and Williamson Act Contracts (significant)
- Impact 3.2-4 Cumulative Loss of Farmland (significant and unavoidable)

Each of these impacts, as related to the current proposal, is addressed below.

<u>Conversion of Prime Farmland</u>

With the execution and implementation of the City/County/LAFCO MOA, mitigation strategies for the conversion of farmland now exist for the South End Annexation that did not exist in 2006. Specifically, as set forth in the MOA [paraphrased here], the City agrees to consider adoption of an agricultural land mitigation program if the County adopts such a program, but only if the Cities of Gonzales, King City, Salinas, and Soledad also adopt such a program. Until such time as the program has been established [and at this time, no program has been established by the County or any of the other South County communities], the City will mitigate the loss of agricultural land on an individual basis, to the extent feasible as determined through a CEQA review and assessment process. Appropriate mitigation measures include measures that secure the voluntary dedication of easements, payment of a mitigation fee to be used to purchase easements through a mitigation bank, or other equally effective mechanisms that mitigate for the loss of Important Farmland. In the case of easements, the developer is required to obtain a permanent conservation easement on a 1:1 basis per acre converted. The MOA also identifies site-specific mitigation requirements for annexation and development of the Franscioni property, including

establishment of a permanent conservation easement on the easternmost 51.6 acres and off-site easements, discussed further below.

For the Franscioni property, the parcel is also in the process of a Williamson Act contract cancellation (consistent with 2006 conditions), while the owners are working with the California Department of Conservation, Monterey County, and the Monterey County Agricultural and Historical Land Conservancy (now known as the Ag Land Trust) to establish permanent agricultural easements on approximately 435 acres. This is occurring as part of a Williamson Act Easement Exchange Program being pursued independently by the applicant. These easements are described as part of the project description (see Section 2.0) and discussed in detail elsewhere in this section of the SEIR.

The South End Annexation project as a whole will result in the conversion of 259 acres of prime or important farmland to urban uses, as shown in **Table 3.2-1**.

TABLE 3.2-1
AGRICULTURAL LAND TO BE CONVERTED TO NONAGRICULTURAL USE (ACREAGES ROUNDED)

Parcel	Acreage
Vanoli Ranch (Franscioni)	121
Scheid West	47
Scheid East	45
Scheid East Industrial	46
Total	**259**

TABLE 3.2-2
AGRICULTURAL LAND TO BE PLACED IN PERMANENT CONSERVATION EASEMENTS (ACREAGE ROUNDED)

Parcel	Acreage
Somavia Ranch	66
Redding Ranch	318
Scheid Mitigation Parcel	230
Total	**614**

As shown in Tables 3.2-1 and 3.2-2, the project as a whole will result in 614 acres of farmland placed in permanent agricultural conservation easements versus 259 acres to be converted following annexation, which represents a ratio of 2.38 to 1. These figures do not include the 51.6 acres of Vanoli Ranch, which will remain in Monterey County and are not factored into the calculation. In addition, conservation easements to be used as mitigation under CEQA, versus easements used to offset in-lieu contract cancellation fees, are further analyzed and differentiated later in this section.

From the perspective of CEQA compliance and consistent with the provisions of the MOA (which requires farmland conversion mitigation at a 1:1 ratio), the quantity of land to be converted is fully mitigated by the quantity of land to be placed into conservation easements. This impact is **less**

than significant as mitigated by the proposed easements and with implementation of the mitigation measures of this section.

Agricultural/Urban Land Use Conflicts

With respect to permanent and interim agricultural buffers, the prior EIR required a 100-foot setback between urban and agricultural land uses, and a 200-foot setback along the city's eastern edge at 2nd Street.

The MOA, which now provides more specific guidance on agricultural buffers, is now applicable to the South End Annexation. The MOA seeks to establish a City/County interim buffer program, in consultation with the Monterey County Agricultural Commissioner's office, for areas in transition from agricultural to urban uses. As of the date of this SEIR, the City of Greenfield has drafted an Interim Agricultural Buffer Program and has done so in consultation with the agencies mentioned above. The program requires the City to consult with the Agricultural Commissioner's Office on a case-by-case basis when establishing interim buffers associated with future annexations. This approach is consistent with the MOA.

For parcels to be annexed east of US Highway 101 (US 101), the commercial and industrial uses proposed do not include "residential, public uses, or areas of active public congregation" within 200 feet of agricultural land. Areas of active public congregation per the MOA specifically do not include industrial uses, which are deemed compatible with agricultural uses. For this reason, no specific buffer widths are required of the project along the city's eastern or southern edges east of the highway. Nonetheless, the applicant has agreed to place a 70-foot no-build buffer along the eastern edge of the project.

West of US 101, the Scheid West parcel proposed for residential subdivision is subject to the interim and permanent agricultural buffer policies of the City and the MOA. In response to the MOA, the subdivision site plan has established a permanent 200-foot buffer on the project's southern edge and a temporary 70-foot buffer along the project's western edge (see Section 2.0, Project Description). The 70-foot buffer temporary buffer is on the applicant's property and intended to provide separation to new residential areas in the near term, while allowing potential development to occur in the future consistent with the General Plan. If and when areas to the west convert from agriculture to urban uses, the temporary buffer will no longer be necessary. The 70-foot setback buffer, together with the adjacent roadway, provides a buffer of over 110 feet.

With implementation of the proposed permanent and interim buffers and the mitigation measures identified in this section, agricultural/urban conflicts will be mitigated to a **less than significant** level.

Agricultural Zoning and Williamson Act Contracts

As discussed previously in this section and as identified in the Project Description, the 173-acre Franscioni Parcel (Vanoli Ranch) is the only parcel in the South End Annexation project encumbered by a Williamson Act Agricultural Preserve Land Conservation Contract (Ag P LCC No. 73-9). The applicant filed an owner-initialed Notice of Nonrenewal of this contract in 2004 (recorded in 2006). Per the Notice of Nonrenewal, the existing contract would expire on December 31, 2026. Distinct and separate from the non-renewal process, the owners are now also in the process of petitioning for a partial contract cancellation on the 121.6 acres to be annexed, to make it possible for planning and development on this parcel to occur prior to the expiration date.

The applicant has submitted a Tentative Parcel Map and a Petition to Cancel a Williamson Act Contract. The Tentative Parcel Map (a minor subdivision to be processed by Monterey County) would divide the Franscioni Parcel into a 121.4-acre parcel (Parcel 1) that would be annexed to the City of Greenfield and a 51.6-acre parcel (Parcel 2) that would remain under Williamson Act contract and would have an agricultural easement placed on it (see Section 2.0, Project Description). The non-renewal timeline would continue to run on the 51.6 acres.

The Petition to Cancel a Williamson Act Contract is for Parcel 1, the territory that would be annexed into the City of Greenfield. The cancellation is being proposed as a step toward placing Parcel 2 (as well as two other properties) under permanent agricultural conservation easements. These easements would be established through the Williamson Act Easement Exchange Program (WAEEP) administered by the California Department of Conservation (DOC). The easements would be managed by the Agricultural Land Trust of Monterey County (Land Trust). In addition to the 51.6-acre Parcel 2, the other two properties proposed for easements include:

Somavia Ranch (APN 137-151-009). This property consists of 66.09 acres located northeast of the intersection of Somavia Road and US 101 between Salinas and Chualar. This property is actively farmed in row crops.

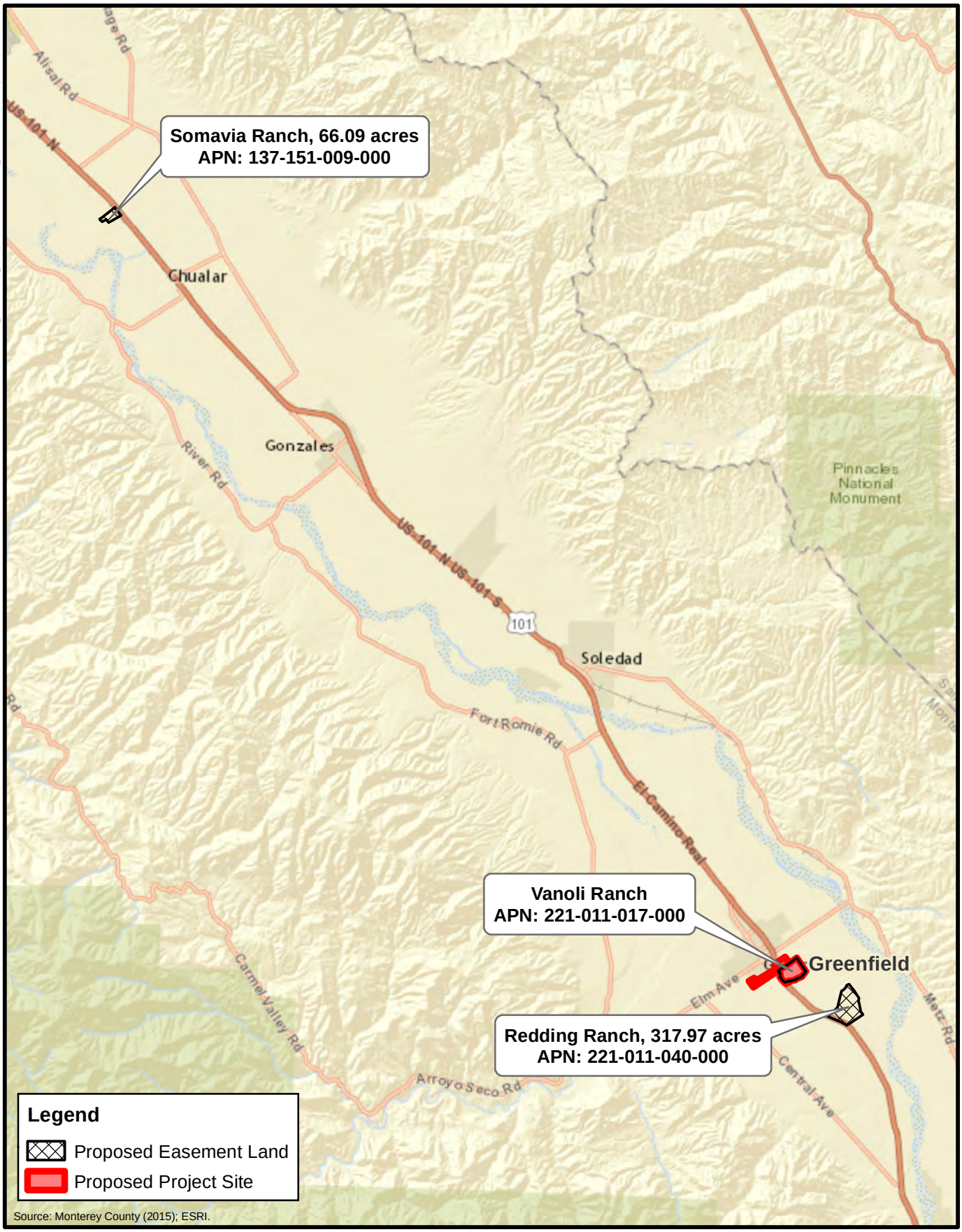
Redding Ranch (APN 221-011-040). This property consists of 317.97 acres located southeast of the intersection of Underwood Road and US 101, south of Greenfield. This property is also currently actively farmed with row crops.

Table 3.2-3 provides a summary of the properties involved in the WAEEP.

TABLE 3.2-3
PROPERTIES INVOLVED IN THE PROPOSED WAEEP

	Somavia Ranch	Vanoli Ranch	Redding Ranch	Totals
Contract No.	n/a	Ag P LLC No. 73-9	n/a	
APN(s)	137-151-009	221-011-017	221-001-040	
FMMP Classification	Farmland of Statewide Importance	Prime Farmland	Prime Farmland	
Existing Zoning	HI/B-5 60 AC	F/40	F/40	
Total Acreage	66.09	173	317.97	557.06
Acres to be removed from contract through cancellation	0	121.4	0	121.4
Acres to be annexed/value	0	121.4/$3.6M	0	121.4
Acres to be entered into a permanent ag easement/value	66.09 acres/ $0.2M	51.6 acres/ $0.3M	317.79 acres/ $1.0 M	435.48 acres

Figure 3.2-1 illustrates the relative location of the all parcels that are subject to the WAEEP.



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0 1 2
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Figure 3.2-1
Lands Proposed for Williamson Act Easement Exchange

Michael Baker INTERNATIONAL

Under the WAEEP, a Williamson Act contract being cancelled is exchanged for a permanent agricultural easement in lieu of monetary payment of the cancellation fee. The easement must have a monetary value equal to or more than the amount of the cancellation fee. In addition, the easement land must be of the same size or larger than the land under contract. The cancellation fee is 125 percent of the value of the 121.4 acres proposed for cancellation, or approximately $450,000. The lands placed under easement through the WAEEP process are in lieu of paying a cancellation fee to the State only, and cannot be considered as mitigation for the physical conversion of farmland. As described in Section 2.0, a portion of the 434.26 acres to be placed in permanent agricultural easements would be used in lieu of paying the approximately $450,000 cancellation fee, and the remaining acreage would be used as mitigation for the physical loss of farmland. To accomplish these goals, the applicant has proposed two alternative scenarios:

> **Proposal #1**: Under this proposal, of the 435.48 acres of land that are to be placed in agricultural conservation easements, a total of 129.6 acres, including Parcel 2 on Vanoli Ranch (51.6 acres) and a 78-acre portion of Redding Ranch, would be counted in lieu of paying the cancellation fee. The value of this acreage is approximately $300,000 (Vanoli) and $250,000 (Redding) for a total of approximately $550,000, which is greater than the $450,000 cancellation fee. The remaining 305.88 acres would serve as mitigation to directly offset the loss and conversion of 121.4 acres of agricultural land.
>
> **Proposal #2**: Under this proposal, of the 435.48 acres of land that are to be placed in agricultural conservation easements, a 159-acre portion of Redding Ranch (about half of the parcel) would be counted in lieu of paying the cancellation fee. The value of this acreage is approximately $500,000, which is greater than the $450,000 cancellation fee. The remaining approximately 276.48 acres would serve as mitigation to directly offset the loss and conversion of 121.4 acres of agricultural land.

The City of Greenfield recognizes that successful completion of the WAEEP addresses the direct conversion impacts associated with cancellation of the contract on the 121.4 acres and offsets the cancellation fees that would normally be required. The applicant's draft petition and supporting documentation is included as **Appendix C** to this SEIR.

The qualified easement lands proposed are required to meet certain criteria. Specifically, according to the Government Code Section 51256, the applicant must find easement areas that:

- Are the same size or larger than the Williamson Act contracted area proposed for cancellation;
- Have the same dollar value or greater than the cancellation fee required to cancel Williamson Act contract;
- Substantially meet the easement elements required in Public Resources Code Sections 10251 and 10252;
- Appear to be without title impediments; and
- Are demonstrated in a preliminary manner to not have boundary or other disputes.

According to the Department of Conservation's guidance documents (*Navigating the Williamson Act Easement Exchange Program Process, A Step by Step Guide*, November 2014), the City must make a CEQA determination for all Williamson Act contract cancellations. Contract cancellations of 100 acres or more are deemed to be projects of statewide, regional, or area-wide importance. This SEIR treats the issue consistent with these requirements by documenting the WAEEP process and analyzing the physical environmental impacts of contract cancellation and ultimately conversion of farmland.

The City of Greenfield, County of Monterey, and WAEEP applicant make the following findings pursuant to Government Code Section 51282 for the cancellation process:

Finding 1. The cancellation is for land on which a notice of nonrenewal has been served pursuant to Section 51245 of the Government Code.

Evidence:

See Appendix C, Exhibit 4, Petition to Cancel – Vanoli Ranch. An owner-initiated Notice of Nonrenewal for AgP LCC No. 73-9 was recorded with the Monterey County Recorder's Office on September 14, 2006, as Document No. 2006080679. This Notice of Nonrenewal is for the 173 acres (sometimes referred to as "subject property") which are the subject of the Franscioni (sometimes referred to as "Owner' or "applicant") petition for cancellation (Planning File No. PLN150619). The date of partial expiration of AgP LCC No. 73-9 as applicable to the subject 173 acres is December 31, 2026.

Based on the facts stated above, Finding 1 can be made.

Finding 2. The cancellation is not likely to result in the removal of adjacent lands from agricultural use.

Evidence:

See Appendix C, Exhibits 2, 5, and 6 (Memorandum of Agreement, City of Greenfield Annexation Map, Annexation Map with Ag Land Easement). The applicant proposes to cancel a 121.4-acre portion of the property to establish commercial and industrial land uses, while the remaining 51.6 acres would continue to be farmed and subject to AgP LCC No. 73-9. The subject property is currently zoned F-40 (Farmlands-40 acre minimum) n the unincorporated area of Monterey County and is within the City's Sphere of Influence. The specific and unique nature of these 121.4 acres (i.e., the property's soils conditions as well as its proximity to the City of Greenfield and US 101) was the reason the subject property was included in the Greater Greenfield Area Memorandum of Agreement and is part of the City of Greenfield's pending South End Annexation proposal. The remaining 51.6 acres of the Vanoli Ranch located adjacent to and easterly of the 121.4 acres proposed for cancellation are located outside of the City's adopted Sphere of Influence (SOI) and will remain under the jurisdiction of Monterey County. The 51.6 acres will remain under the existing Williamson Act contract if possible or may be placed under a new/amended Williamson Act contract and will be placed in an agricultural conservation easement with the Agricultural Land Trust of Monterey County.

Policy AG-1.3 of the 2010 Monterey County General Plan states that subdivision of Important Farmland which is designated as "Farmland" shall be allowed only for exclusive agricultural purposes. An exception is allowed for community plan areas. The property immediately to the north (Scheid East Parcel) is also included in the City's SOI, a subject of the Greater Greenfield

Area Memorandum of Agreement, and is also a part of the City of Greenfield's South End Annexation proposal. The area farther to the north is already urbanized and located within the City of Greenfield. Adjacent agricultural land to the east and across Espinosa Road to the south is located in Monterey County and is not within the City's adopted SOI. These adjacent areas will remain under active agricultural production. General Plan Policy AG-1.4 states that viable agricultural land uses shall be conserved, enhanced, and expanded through agricultural land use designations and encouragement of large lot agricultural zoning.

Based on the discussion above, City and County staff do not believe that removal of the 121.4-acre portion of the site from contract restrictions will result in removal of adjacent land from agricultural use. Therefore, Finding 2 can be made.

Finding 3. The cancellation is for an alternative use which is consistent with the applicable provisions of the city or county general plan.

Evidence:

See Appendix C, Exhibits 2, 10, and 3 (Memorandum of Agreement, Lee and Pierce Ag Production/Soils Analysis, City of Greenfield General Plan). The 121.4 acres of the Vanoli Ranch that are proposed for partial cancellation of AgP LCC No. 73-9 are being subdivided to accomplish their annexation into the City of Greenfield. The 121.4 acres are "specific" acreage that have been included in the 2013 Memorandum of Agreement between the City of Greenfield, Monterey County, and LAFCO and are within the City of Greenfield's established Sphere of Influence. These 121.4 acres have been included in the City's Sphere of Influence (SOI) because of their immediate proximity to US 101 and the city's southern boundary. Further, the subject property's soil quality provides an inferior agricultural growing environment due to the abundant existence of "Greenfield potatoes" (local term for river rock of potato size), which make farming on the subject property a less desirable and more expensive endeavor due to wear and tear on farming equipment and the extra labor necessary to clear the field of these rocks before and after planting. The subject property has many harvesting issues due to the abundance of potato-sized rocks.

The subject property is located directly adjacent to the North Espinosa Road exit from US Highway 101, which makes the property easily accessible to traffic on the highway. This accessibility also makes the subject property more attractive to develop into commercial property, which would benefit the City of Greenfield and all of the other cities in south Monterey County.

The 121.4 acres when annexed as part of the South End Annexation proposal will be designated for commercial use (60 acres immediately adjacent to US 101) and industrial use for the remainder of the parcel. Because of the easy access from US 101, the City of Greenfield is planning on encouraging business growth in the form of a travel plaza, hotel(s), and restaurants. This would provide services for travelers and encourage visitors to come to visit Pinnacles National Park and the River Road Wine Trail. Increased tourism in this area would provide economic growth and revenues to the City of Greenfield and provide jobs for local residents.

Since the City of Greenfield SOI is contiguous with the city limits being expanded in a manner that reflects the General Plan and future growth that has been addressed by Monterey County, the annexation of the 121.4 acres of Vanoli Ranch will maintain a consistent growth pattern because the land is immediately adjacent to current land that is either currently within the city limits or is being annexed concurrently into the city limits.

Based on these facts and circumstances, the proposed alternate use is consistent with the City of Greenfield General Plan.

Finding 4. The cancellation will not result in discontiguous patterns of urban development.

Evidence:

See Appendix C, Exhibits 10 and 14 (Lee and Pierce Ag Production/Soils Analysis, Vanoli 121.4 Acre Ranch Mitigation Appraisal [Pini] 2015). See also Exhibits 15 and 2 (Vanoli 51.6 acre Ag Easement Appraisal [Petitt] 2015, and Memorandum of Agreement. The 121.4 acres subject to the petition for partial cancellation are located within the City of Greenfield's Sphere of Influence (SOI) approved by LAFCO. The SOI was delineated taking into account factors critical for orderly growth and economic development as required by applicable legislation. The City's boundary and the SOI limit growth in the area surrounding the city and protect agricultural land now and in the future.

The land that is to be annexed into the City of Greenfield has the added cost of growing and harvesting due to the soil type (abundant and reoccurring "Greenfield potatoes"). The value that the subject property will add to the City of Greenfield because of its location and accessibility outweighs the agricultural benefit it currently offers. These are the findings of Monterey County, LAFCO, and the City of Greenfield through their Memorandum of Agreement.

The only adjacent properties that would be involved in the City's annexation process are also included in the City's General Plan, the MOA, and the SOI. Any future city growth that might involve agricultural land would be in accordance with the Monterey County General Plan, City of Greenfield General Plan, and LAFCO procedures and policies.

The 51.6 acres remaining within AgP LCC No. 73-9 are proposed for inclusion within an agricultural conservation easement in conjunction with the proposed annexation and the petition for cancellation of 121.4 acres. The proposed agricultural conservation easement on the 51.6 acres that will remain in the unincorporated area of Monterey County will prevent these remaining 51.6 acres from being removed or converted from agricultural land and developed for nonagricultural uses in the future.

Since the Greenfield SOI is contiguous with the city limits being expanded in a manner that reflects the City's General Plan and future growth that has been addressed by Monterey County, the annexation of the 121.4 acres of the Vanoli Ranch into the city will maintain a consistent growth pattern because the land is immediately adjacent to current land that is either currently within the city limits or being annexed concurrently into the city limits with the subject property.

Finding 5. There is no proximate non-contracted land which is both available and suitable for the use to which it is proposed the contracted land be put, or, development of the contracted land would provide more contiguous patterns of urban development of proximate non-contracted lands.

Evidence:

See Appendix C, Exhibit 2 (Memorandum of Agreement). See also City and County General Plans. City of Greenfield General Plan Figures 2-3 and 2-5 show the city's land use pattern. One of the proposed uses, heavy industrial, is in support of the agricultural industry and is

designated nowhere else on the land use diagram. This makes the proposed cancellation land the only land available for industrial purposes. There are other highway commercial properties available north of Apple Avenue, but they are encumbered by ownership and residential proximity that would limit traveler friendliness. There is also a mixed use overlay, which is not compatible with the proposed commercial use. The parcels south of Espinosa Road adjacent to US 101 are under Williamson Act contract. Therefore, there is no proximate non-contracted land available for this purpose. In addition, these 121.4 acres are "specific and unique" to the City's Sphere of Influence and the MOA which have already been approved by Monterey County, the City of Greenfield, and LAFCO.

The City of Greenfield and the WAEEP applicant make the following findings pursuant to Government Code (GC) Section 51256:

Finding 1 (GC Section 51256a). The proposed agricultural conservation easement is consistent with the criteria set forth in Section 10251 of the Public Resources Code (eligibility).

Evidence:

(a) *Parcel size and continued production*. The WAEEP conservation parcels are 317.97 acres and 66.09 acres, respectively. These parcels are of ample size to continue sustained agricultural production. In addition, the 51.6 acres subdivided from the Vanoli Ranch are surrounded by active agriculture and large enough to sustain commercial agriculture. The land in all cases is surrounded by similar commercial agriculture practice and supporting infrastructure and support services of the Salinas Valley adjacent to US Highway 101.

(b) *General Plan's commitment to agricultural land conservation*. The Greenfield General Plan contains multiple policies reflecting the City's continued commitment to agriculture and the agricultural industry. The land use diagram focuses on a compact urban development pattern intended to preserve larger tracts of agriculture around the city's edges. The ultimate SOI boundary adopted by LAFCO similarly guides the pattern of urban development and provides a clear boundary intended to product the viability of agriculture. The City's General Plan contains a subsection in the Land Use Element committed to agricultural resource protection, including Goal 2.6 (and related policies) with the intent to "preserve and protect the viability of agricultural areas surrounding Greenfield and within the Planning Area while promoting planned, sustainable growth."

(c) *Without conservation the land proposed for protection is likely to be converted in the foreseeable future*. The Somavia Ranch is in very close proximity to Chualar, which is one of the county's future growth areas. Somavia Ranch also has a County land use designation of Heavy Industrial (HI), which would allow future development without the conservation easement. Similarly, the 51.6 acres to be protected at Vanoli Ranch would face greater development pressure from adjacent projects if not part of the conservation program.

Finding 2 (GC Section 51256b). The proposed agricultural conservation easement is consistent with the criteria set forth in Section 10252 (a, c, e, f, and h) of the Public Resources Code (director's review).

Evidence:

(a) *Quality of the land*. The quality of the land to be conserved is equal in quality and production capabilities, based on production and value data compiled for the application (see SEIR Appendix C, Lee and Pierce Ag Production/Soils Analysis).

(c) *Local agency long term commitment to agricultural land conservation*. The City and County General Plans are committed to long-term preservation of agricultural lands, and agriculture is recognized as one of the local pillars of the local economy. See 10251(b) above. Similarly, the City/County/LAFCO MOA establishes very specific preservation criteria related to Greenfield and this project. LAFCO and the City follow California Environmental Quality Act (CEQA) procedures related to the identification of impacts and mitigation for impacts to farmland, as evidenced in this SEIR. The region has a very active local conservation entity, the Ag Land Trust. The City employs an effective right to farm ordinance as a mitigation measure on new development located in proximity to ongoing agriculture. The City of Greenfield actively encourages and supports economic strategies and agricultural enterprise, as evidenced by City support for ag-related businesses, farmworkers, and land uses (Artisan Agriculture) in the General Plan.

(e) *Location.* Most of the land proposed for conservation is within 2 miles of the exterior boundary of the Greenfield SOI. See SEIR Figure 3.2-1. Redding Ranch (317.97 acres) is approximately 2 miles south of Greenfield, the 51.6-acre conservation easement is along the city's eastern border, and the Somavia Ranch (66.09 acres), while outside of any city SOI boundary, is in a Community Area planned by Monterey County for future urban growth. The mitigation and conservation plan will preserve this land for agriculture.

(f) *Applicant's fiscal and technical capability*. See SEIR Appendix C. The applicant has actively involved the Ag Land Trust, City of Greenfield, Monterey County, and Monterey County LAFCO, as well as DOC staff throughout all stages of proposal development and implementation.

(h) *Long term stewardship*. The applicant has farmed the land for at least three generations, and the land has been in continuous agricultural production. This practice will continue.

Finding 3 (GC Section 51256c). The land proposed to be placed under an agricultural conservation easement is of equal size or larger than the land subject to the contract to be rescinded, and is equally or more suitable for agricultural use than the land subject to the contract to be rescinded. In determining the suitability of the land for agricultural use, the City, County, and LAFCO have considered the soil quality and water availability of the land, adjacent land uses, and any agricultural support infrastructure.

Evidence:

See SEIR Appendix C, which contains soil and production data relative to the conservation sites and contracted parcel. The area to be conserved is more than two times the area to be rescinded and is of equal quality and productivity. In fact, the westernmost portion of the Vanoli Ranch parcel to be rescinded contains inferior characteristics and river rock ("Greenfield potatoes"), while the 51.4 easternmost acres to be subdivided and preserved is of higher production quality (Sherwood Darrington, Ag Land Trust, 2016).

Finding 4 (GC Section 51256d). The value of the proposed agricultural conservation easement, as determined pursuant to Section 10260 of the Public Resources Code, is equal to or greater than 12.5 percent of the cancellation valuation of land.

Evidence:

See SEIR Appendix C and associated valuation calculations. The agriculture easement value for the conservation properties totals between $500,000 and $550,000 (two scenarios), which is greater than $450,000 (which represents 12.5 percent of the value of the 121.4 acres subject to cancellation). See specific applicant proposals.

Mitigation Measures

In response to the MOA and the current proposal, mitigation measure MM 3.2.2a in the prior EIR is modified as follows:

MM 3.2.2a The project applicant shall demonstrate adequate land use separation on all site plans and applications for subdivision, consistent with the provisions of the MOA. Residential subdivisions shall demonstrate a 100-foot minimum land use buffer between the edge of all active agricultural fields or vineyards and either the rear property lines of lots or the front façade of residential structures ~~nearest residential property lines. Non-residential setbacks shall demonstrate a 100-foot minimum land use buffer between the edge of active fields or vineyards and the nearest building surface.~~ Distances comprising the buffer may include roadway rights of way, easements, landscaping, and other uninhabited uses, and may be reduced if it can be demonstrated that a narrower distance will provide effective separation. Ultimate design and consideration of setbacks will be subject to review and approval by the City of Greenfield pursuant to the City's Interim Agricultural Buffer Program, as well as Monterey County LAFCO, during the formal annexation review process.

The buffer separation shown on the site plan and reflected in the mitigation measure has been determined to be adequate by the City of Greenfield for a number of reasons. The type of adjacent agriculture (vineyard) involves less intensive agricultural practices on an annual basis, drainage and agricultural runoff are minimal due to irrigation practices, and the lots fronting the vineyard include additional landscape and a screened area to be maintained by the development.

To address the conversion of farmland for all parcels, respond to Williamson Act contract status and impacts, and reflect the provisions of the MOA, mitigation measure MM 3.2-3 in the prior EIR is updated as follows:

MM 3.2-3 Prior to LAFCO's recordation of a Certificate of Completion for the annexation of ~~the City's submittal to LAFCO of an application to annex~~ the Franscioni ~~subject~~ property (APN 221-011-017), and prior to approval of any development rights or permits on the property issued by the City, the project applicant shall demonstrate that the Williamson Act Easement Exchange Program (WAEEP) has been successfully completed and that the permanent agricultural conservation easements ~~of approximately 396 acres~~ have been established or are imminent to the satisfaction of the California Department of Conservation, County of Monterey, and the Monterey County Ag Land Trust (formerly the Monterey County Agricultural and Historical Land Conservancy). The applicant

shall comply with the requirements set forth in the Department of Conservation's Williamson Act Easement Exchange Program ~~agreement~~ and provide adequate evidence, as determined by the City Planning Director ~~Manager~~, that the requirements ~~of the agreement~~ have been met.

Additional acreage to be converted within the project including the Scheid lands (approximately 138 acres) shall establish similar permanent agricultural conservation easements on a minimum 1:1 ratio of farmland converted, consistent with the MOA. Prior to annexation of Scheid properties, the Scheid applicants shall demonstrate to the City and LAFCO that conservation easement contracts are in place on their 230 acres of proposed mitigation land.

Conclusions

Compared to the previously certified EIR, the current proposal would no longer have a significant unavoidable impact directly related to the project-specific conversion of agricultural land. The mitigation strategies of the MOA, as implemented through project design, result in a mitigated impact. All lands proposed for annexation are now located within the City's Sphere of Influence as approved by Monterey County LAFCO.

Land use conflicts between residential and vineyard uses are effectively mitigated through the permanent and temporary buffers designed into the subdivision, based on guidance in the MOA. Cumulative impacts related to the ongoing conversion of Salinas Valley agriculture, however, remain an unavoidable impact as previously recognized by the City of Greenfield.

The Tentative Parcel Map and minor subdivision required by Monterey County to subdivide the Franscioni parcel in no way affect the previous impact analysis. The 51.6 acres to remain in the county were identified in the prior EIR as a permanent conservation area, and the future condition of the property remains unchanged regardless of jurisdictional boundaries. Approval and implementation of the WAEEP will not physically impact the subdivided parcel, and the subdivision will not result in any new physical environmental effects.

Finally, according to the draft petition and independent review by the City of Greenfield and the County of Monterey, the total acreage of the easement areas—for both the fee offsets and mitigation for physical conversion of land (435.48 acres)—exceeds the requirements of the Government Code for land values and land area. In addition, information in **Appendix C** (Agriculture Productivity Viability Comparison for RCT Lands, Lee & Pierce, February 2016) documents that the cancellation lands and easement lands are of similar agricultural quality and productivity.

Based on this body of information, the City of Greenfield finds that the size and production quality of the easements to be established are of sufficient acreage (greater than 2:1 over the acreage rescinded) as to qualify as mitigation land for local impacts under CEQA. The establishment of such easements is also consistent with the City/County/LAFCO MOA as an acceptable mitigation strategy for the conversion of land. The MOA specifically identifies that the subject parcels are acceptable as easements, and that "the parties agree this offer could provide satisfactory mitigation for the conversion of this agricultural land."

With implementation of either of the applicant's proposals, in conjunction with the mitigation of this SEIR, impacts related to cancellation of the existing Williamson Act contract on the 121.4 acres can be fully mitigated to a **less than significant** level.

A draft consistency analysis comparing the proposal to the provisions of the MOA and Monterey County LAFCO policy is included as **Appendix B** to this SEIR. This analysis is anticipated to be finalized when the project is considered by LAFCO.

3.3 Air Quality

Current Environmental Setting

The air quality in Greenfield, and thus in the project area, remains essentially unchanged from 2006 conditions. Greenfield is located within the North Central Coast Air Basin (NCCAB), which, as in 2006, is currently designated as not attaining ozone (O_3) pollutant standards and coarse particulate matter (PM_{10}) standards under the California Clean Air Act. The NCCAB is designated as attaining all other federal and state standards for specific air pollutants, just as it was in 2006.

Comparative Analysis

The previously certified EIR identified the following environmental effects and their relative significance:

- Impact 3.3-1 Construction Impacts and Criteria Pollutants (less than significant)
- Impact 3.3-2 Construction Impacts and Toxic Air Contaminants (TACs) (less than significant)
- Impact 3.3-3 Operational Emissions (significant and unavoidable)
- Impact 3.3-4 Carbon Monoxide (CO) Emissions (less than significant)
- Impact 3.3-5 Odorous Emissions (less than significant)
- Impact 3.3-6 Exposure to Toxic Air Contaminants (TACs) (less than significant)
- Impact 3.3-7 Cumulative Regional Impacts (significant and unavoidable)

Construction Emissions

Daily construction-generated emissions of reactive organic gases (ROG), nitrogen oxides (NOx), carbon monoxide (CO), sulfur dioxide (SO_2), coarse particulate matter (PM_{10}), and fine particulate matter ($PM_{2.5}$) are summarized in **Table 3.3-1**. It is important to note, however, that ozone precursor pollutants (i.e., ROG and NOx) are accommodated in the emission inventories of state and federally required air plans. For this reason, the Monterey Bay Unified Air Pollution Control District (MBUAPCD) has not adopted a significance threshold for construction-generated emissions of ozone precursors. Emissions of $PM_{2.5}$ are a subset of PM_{10} emissions. The MBUAPCD has not adopted a separate significance threshold for construction-generated emissions of $PM_{2.5}$. However, for informational purposes, emissions of ozone precursor pollutants and $PM_{2.5}$ are quantified in **Table 3.3-1**.

TABLE 3.3-1
CONSTRUCTION-RELATED CRITERIA POLLUTANT AND PRECURSOR EMISSIONS
(MAXIMUM POUNDS PER DAY)

Construction Activities	Reactive Organic Gases (ROG)	Nitrogen Oxide (NO_X)		Carbon Monoxide (CO)	Sulfur Dioxide (SO_2)	Coarse Particulate Matter (PM_{10})	Fine Particulate Matter ($PM_{2.5}$)
Phase 1 – Summer Emissions – Pounds per Day							
2017	63.88	69.71		83.33	0.14	20.97	12.51
2018	62.75	58.29		78.62	0.14	7.60	3.93
2019	61.93	52.15		74.90	0.14	7.22	3.58
Phase 2 – Summer Emissions – Pounds per Day							
2019	4.96	54.29		41.29	0.06	20.37	11.95
2020	129.29	195.72		268.15	0.50	56.04	20.06
2021	127.34	174.36		256.83	0.50	55.01	19.10
MBUAPCD Potentially Significant Impact Threshold	None	None		None	None	82 pounds/day	None
Exceed MBUAPCD Threshold?	—	—		—	—	**No**	—

Source: CalEEMod version 2013.2.2. Building construction, paving, and painting assumed to occur simultaneously. See Appendix D for emission model outputs.

As demonstrated in **Table 3.3-1**, the mixed-use development would not result in an exceedance of MBUAPCD thresholds during construction activities. Furthermore, the prior EIR contains construction-related mitigation requiring the preparation of construction emissions reduction plans (CERPs) when tentative subdivision maps are submitted. CERPs must be reviewed by the MBUAPCD and reduce construction-generated fugitive and mobile-source emissions. Construction under the proposed project is beholden to this mitigation (mitigation measure MM 3.3-1 of the prior EIR). The conclusions in the prior EIR would remain essentially the same.

Operational Emissions

As with the land uses proposed in the prior EIR, proposed project-generated increases in emissions would be predominantly associated with motor vehicle use. To a lesser extent, area sources, such as the use of natural-gas-fired appliances, landscape maintenance equipment, and architectural coatings, would also contribute to overall increases in emissions. The proposed project's long-term operational emissions are summarized in **Table 3.3-2**. In addition to comparing these estimated emissions to MBUAPCD significance thresholds, they are also compared with the emission projections of the prior EIR.

TABLE 3.3-2
OPERATIONAL-RELATED CRITERIA POLLUTANT AND PRECURSOR EMISSIONS
(MAXIMUM POUNDS PER DAY)

Operations	Reactive Organic Gases (ROG)	Nitrogen Oxide (NO_x)	Carbon Monoxide (CO)	Sulfur Dioxide (SO_2)	Coarse Particulate Matter (PM_{10})	Fine Particulate Matter ($PM_{2.5}$)
Proposed Project						
Summer Emissions – Pounds per Day						
Project Buildout[1]	428.37	237.24	1400.45	2.52	188.28	82.00
Winter Emissions – Pounds per Day						
Project Buildout[1]	438.62	266.96	1655.23	2.41	188.30	82.02
Previously Certified EIR						
Prior Project[2]	*348.40*	*319.27*	*2,887.81*	*3.92*	*374.71*	*N/A*
MBUAPCD Potentially Significant Impact Threshold	137 pounds/day	137 pounds/day	550 pounds/day	150 pounds/day	82 pounds/day	none

*Source: [1]CalEEMod version 2013.2.2. Building construction, paving, and painting assumed to occur simultaneously. See **Appendix D** for emission model outputs.*

[2] South End SOI Final EIR [URBEMIS version 2002]

As demonstrated in **Table 3.3-2**, the proposed project is estimated to generate criteria air pollutants at levels lower than the emissions rates identified in the previously certified EIR, except for ROG. The decrease in NO_x, CO, SO_2, PM_{10}, and $PM_{2.5}$ is a result of the determinations identified in the updated traffic report and trip generation calculations for the proposal, which concluded that the project will result in fewer overall traffic trips, resulting in decreased pollutant emissions. While the ROG associated with the proposed project increased, this is primarily attributable to the differences in emissions modeling software used to estimate proposed project emissions (CalEEMod version 2013.2.2) and the prior project's emissions (URBEMIS version 2002). The primary difference between the two models that affects ROG emission projections is attributed to the fact that CalEEMod includes the usage of consumer products at nonresidential facilities. The primary pollutant generated by consumer products is ROG. Therefore, the emissions modeling in the prior EIR did not account for the use of consumer products at nonresidential facilities. Discounting such emissions sources from the proposed project would subtract 61.54 pounds of ROG. It is also noted that both the proposed project and the prior project exceed the MBUAPCD significance standard for ROG. The conclusions in the prior EIR would remain essentially the same in terms of operational air pollutant impacts. This is also true of potential impacts associated with carbon monoxide (CO) hot spots, toxic air contaminant exposure, and odors. The proposed project would result in less daily traffic and thus a reduced amount of mobile-source CO concentrations. Additionally, the proposed project would still be subject to MBUAPCD rules and regulations and permitting requirements established to protect sensitive receptors from air toxic exposure and annoying odors.

Conclusion

Based on the revised models for the project, there are no changes to the project that would alter the analysis and conclusions of this section of the prior EIR, and the mitigation measures remain adequate. Cumulative effects would also remain significant and unavoidable as documented in the prior EIR. In addition, the minor subdivision component of the project to retain 51.6 acres in the

county would have no bearing on air quality impacts, as the existing and future land uses remain the same.

3.4 Biological Resources

Current Environmental Setting

The project area and territory to be annexed currently consist of irrigated row and field crops, as well as vineyards. The subject parcels contain no critical habitat and very low likelihood for special-status plants or animals. Cropland and vineyard provide foraging habitat for many species of birds and mammals. Except for crop type and rotation, these conditions are the same as previously documented in 2006.

Comparative Analysis

The prior EIR identified the following biological impacts associated with the project:

- Impacts 3.4-1 and -2 Potential Adverse Effect on Special Status Species (potentially significant)
- Impact 3.4-3 Cumulative Biological Impacts (less than significant)

Trees along the boundaries of the site were determined to likely provide nesting areas for migratory birds, and mitigation measures were included requiring surveys for active nests if construction occurred during the nesting season. San Joaquin kit foxes were determined to potentially transit and/or temporarily occupy the parcels; therefore, mitigation measures were included to minimize impacts to any kit foxes that may be on the site during the construction phase of the project. Because site conditions are essentially the same as when the prior EIR was completed, no new impacts would result, and the analysis and mitigation measures would remain applicable and adequate to mitigate impacts.

Given the similarity of the Scheid East Industrial parcel to the adjacent southern Scheid East parcel (e.g., under active cultivation), the measures included in the prior EIR for tree surveys, preconstruction surveys, and kit fox avoidance are applicable to this parcel as well.

Cumulative effects are and will continue to be mitigated through implementation of project-specific mitigation measures over time.

Conclusion

Site conditions have remained essentially the same since certification of the prior EIR, and existing mitigation measures remain applicable. The Scheid East Industrial parcel, not part of the prior EIR analysis, contains site conditions similar to the rest of the properties, and all mitigation will also apply to this site.

The biological resources evaluation is in no way affected by the Williamson Act cancellation and exchange process, nor by the minor subdivision to be processed by the County. These actions serve to maintain certain property in agricultural use, which has no effect on biological resources or habitat values.

3.5 Cultural Resources

Current Environmental Setting

As cultivated farmland with limited structures or improvements, site conditions with respect to cultural resources remain essentially unchanged from 2006 as documented in the cultural resources evaluation.

Comparative Analysis

The prior EIR identified the following cultural resource impacts associated with the project:

- Impact 3.5-1 Undiscovered Prehistoric Resources, Historic Resources, and Human Remains (potentially significant)
- Impact 3.5-2 Potential Impacts to Paleontological Resources (potentially significant)
- Impact 3.5-3 Cumulative Impacts to Cultural Resources (less than significant)

The prior EIR found that the proposed annexation would have a negligible effect on cultural resources, as the land has been actively farmed for decades and highly disturbed by intensive farming practices. Existing structures, including a single-family residence and commercial structures, were not identified as holding historic significance based on the prior analysis. Based on past studies conducted in the city in the vicinity, cultural resource values on disturbed land have been low. The Scheid East Industrial parcel, not part of the previous evaluation, is also intensively farmed and can be considered to have a similarly low cultural sensitivity, including for paleontology. No components of the current proposal change the conclusions in the prior EIR, and all mitigation measures remain applicable.

Conclusion

Due to continued farming operations since 2006, site conditions, potential impacts, and adopted mitigation strategies remain essentially the same. Mitigation in the prior EIR required work stoppage and evaluation of any resources encountered during construction, including implementation of on-site mitigation if this occurs. No further mitigation is required.

Other actions necessary for this project, including the Williamson Act cancellation and exchange process and the County minor subdivision, are not affected by cultural resource issues. Establishing permanent conservation easements will not physically impact the affected parcels compared to existing conditions.

3.6 Geology, Soils, and Geologic Hazards

Current Environmental Setting

Of all the physical conditions present at the project site, geologic conditions remain the most stable and unchanged. The geologic units, topography, seismic information, and soil conditions are essentially the same as documented in the prior EIR.

Comparative Analysis

The prior EIR identified the following significant impacts related to geological conditions or hazards:

- Impact 3.6-1 Potential Exposure to Seismic Ground Shaking (potentially significant)
- Impact 3.6-2 Seismic Ground Failure/Liquefaction (less than significant)
- Impact 3.6-3 Soil Erosion/Loss of Topsoil (potentially significant)
- Impact 3.6-4 Potential for Expansive Soils (potentially significant)
- Impact 3.6-5 Corrosive Soils (potentially significant)

A detailed geotechnical analysis was conducted for APN 221-011-017, which identified several of the local soil characteristics in the immediate area. To address seismic ground shaking, expansive soils, and corrosive soils, the prior EIR required implementing the recommendations of the geotechnical study (for APN 221-011-017) and preparation of similar detailed reports for the other parcels. These requirements and mitigation remain in effect for the current proposal.

Since the residential subdivision is likely to be the first phase of development and is proposing specific plans, the applicant is required, as part of the tentative and final map and building design and permitting processes, to prepare and submit a geotechnical investigation and soils report that provide design-level recommendations specific to the site. Assuming soil conditions are similar to those on APN 221-011-017, specific recommendations are to be expected regarding foundation design, use of materials to withstand corrosivity, and similar recommendations typical of residential development.

The project currently proposed does not introduce any new or intensified land uses that were not previously analyzed. The Scheid East Industrial parcel north of the Franscioni parcel, which was not included in the prior EIR project description, has the same fundamental geologic and soil characteristics as the surrounding properties. Similarly, the minor subdivision to be processed by the County and the Williamson Act contract cancellation and exchange process will not create any physical environmental impacts compared to those analyzed in the prior EIR.

Conclusion

Because geologic and soil conditions are essentially unchanged, and because the project's geotechnical and soil investigations do and will set forth specific development standards specific to development on individual parcels, the environmental effects of the proposal have been effectively evaluated and mitigated. No additional mitigation is required; however, site-specific investigations are still required prior to the approval of physical site development and issuance of building permits. The Williamson Act cancellation and exchange process and County minor subdivision will have no impact on existing geologic conditions, nor will these actions cause any new impacts, as the resulting land uses will remain the same.

3.7 Site Hazards and Hazardous Materials

Current Environmental Setting

Twining Laboratories completed two separate Phase I Environmental Site Assessments (ESAs) in October 2005 for parcels 221-011-017 (Franscioni) and -068 (Scheid West). Each ESA analyzed the subject property for recognized environmental conditions in accordance with standard criteria. Based on field reviews of the subject parcels, the site conditions with respect to hazards and hazardous materials have remained essentially the same with no significant changes to site improvements or introduction of new hazardous conditions. As such, the reports and analysis in the prior EIR remain applicable to the site. The remaining parcels, as well as the Scheid East Industrial parcel, continue to be reviewed at the programmatic level, as no site-specific development is proposed at this time.

Comparative Analysis

The prior EIR identified the following impacts related to site hazards and hazardous materials:

- Impact 3.7-1 Construction-Related Hazards (less than significant)
- Impact 3.7-2 Exposure to Residual Pesticides and Hydrocarbons (potentially significant)
- Impact 3.7-3 Exposure to Hazardous Substances (potentially significant)
- Impact 3.7-4 Future On-Site Industrial and Highway Commercial Uses (potentially significant)
- Impact 3.7-5 Cumulative Risk of Exposure to Hazardous Materials (less than significant)

Based on information in prior reports, pesticides and other agricultural chemicals have been applied to the agricultural parcels for decades and residual concentrations of these chemicals likely remain in the soil today. This is also the case for the Scheid East Industrial parcel, which was not part of the prior EIR. The prior EIR included specific recommendations for the subject parcels to ensure any residual pesticides and hydrocarbons are effectively identified and remediated prior to site development. Mitigation measure MM 3.7-2 is updated as follows in response to the current proposal:

MM 3.7-2 As part of the application submittal for subsequent site development plans within the project area, each project applicant shall have a qualified professional conduct a Phase II Soil Investigation. (For parcels 221-011-071, -070, and –018, both a Phase I and Phase II will be required). The Phase II ESA shall assess whether soils on the project site were contaminated by storage or use of hazardous chemicals including pesticides.

The Phase II study shall also ensure that the oil well on APN 221-011-017 was capped and abandoned consistent with current ~~requirements~~ Federal, State and local requirements. To the extent that soil contamination is detected during the Phase II Investigation, the applicant shall develop a remediation program in consultation with the California Department of Toxic Substances Control to address any identified contamination hazard, if present. The approved remediation program shall be prepared and submitted prior to approval of final maps ~~as a component of specific development applications~~.

The applicant shall demonstrate compliance with the recommendations and remedial measures as part of final improvement plans.

The potential for presence and exposure to existing hazardous substances on the subject parcels (specifically 221-011-017 and -068) was documented in the prior EIR. Mitigation measure MM 3.7-2 (above) and mitigation measure MM 3.7-3 provide specific recommendations for remediation, demolition, and well abandonment. These measures remain applicable and in effect.

With respect to future land uses, it is possible that future development may result in industrial uses which use hazardous materials in their daily operations. These potential effects are fully addressed by mitigation measures MM 3.7-4a and 3.7-4b, which are also applicable to the Scheid East Industrial parcel.

Conclusion

Due to continued farming operations on the subject parcels since 2006, site conditions, potential impacts, and adopted mitigation strategies remain essentially the same as previously documented. Mitigation in the prior EIR (as modified by this SEIR) requires qualified Phase II ESAs for all development plans, the removal of all contaminants and contaminant sources, sufficient environmental review for future industrial uses, and all on-site handling and storage of hazardous materials to take place in accordance with all county and state health requirements. This mitigation remains applicable to the current proposal, and no further mitigation is required.

Related project actions such as the Williamson Act cancellation and exchange process and the County minor subdivision in no way affect the environmental analysis. Continuing existing agricultural operations and creating permanent conservation easements on the affected parcels will not create new hazardous conditions.

3.8 Hydrology and Water Quality

Current Environmental Setting

As cultivated farmland with limited structures or improvements, site conditions with respect to hydrology and water quality remain essentially unchanged from 2006. No significant improvements or alterations to drainage patterns have occurred, and the 100-year flood zone remains safely to the east along the Salinas River. The Scheid West parcel is served by an existing drainage swale that flows to US 101 and then into an existing retention basin located on the east side of the highway. The drainage from the eastern parcels, including the Scheid East Industrial parcel, either surface flows to the Salinas River or is collected in swales and directed toward an earthen basin located in the center of the Franscioni parcel.

Comparative Analysis

The prior EIR identified the following potentially significant hydrology and water quality impacts associated with the original proposal:

- Impact 3.8-1 Alteration of Drainage Patterns/Increased Stormwater Runoff (potentially significant)
- Impact 3.8-2 Flood/Inundation Hazards (less than significant)
- Impact 3.8-3 Construction Water Quality (potentially significant)

- Impact 3.8-4 Urban Non-Point Source Pollution (potentially significant)
- Impact 3.8-5 Cumulative Impacts (less than significant)

The prior EIR found that, with the required mitigation measures, the proposed annexation would have a less than significant effect on hydrological and water quality resources. Compared to the project as analyzed in the prior EIR, the Scheid West parcel would have fewer dwelling units and therefore less coverage of impervious surface. On the east side of US 101, the addition of the Scheid East Industrial parcel will increase the development potential and also the amount of impervious surface in that location. This increase in site coverage and total area of development will incrementally increase the runoff estimates for this portion of the project area. Alterations to drainage patterns and additional grading and erosion potential are a consequence of this larger potential development footprint.

The prior EIR, similar to this SEIR, addressed the east-side parcels at a programmatic level. As such, the mitigation measures are prescriptive and require that drainage facilities perform according to acceptable performance standards and are consistent with all applicable local and state permits and engineering standards. The primary method of drainage control and non-point source water quality is the construction of a series of detention basins and swales that serve to capture, percolate, and filter urban runoff based on the ultimate development plans. This mitigation remains applicable to the current proposal to address forecast increases in runoff volumes. The mitigation measures effectively apply to parcels east and west of US 101.

The same conclusion can be reached regarding construction water quality and urban non-point source pollution. The overall industrial footprint is now larger compared to the previous evaluation; however, the programmatic mitigation measures (MM 3.8-1a through 3.8-1c) address water quality, as well as quantity, at a programmatic level of detail.

Conclusion

Due to continued farming operations since 2006, site conditions, potential impacts, and adopted mitigation strategies remain essentially the same at a programmatic level of analysis. Mitigation measures in the prior EIR required the applicant to provide detailed drainage plans that will adequately accommodate any additional runoff from the site(s) and that basin plans be designed to handle runoff volumes and avoid adding additional runoff to the drainage facilities at US 101. Retention basins are to be designed to provide additional recreational benefits for the City. The project(s) will be subject to a National Pollutant Discharge Elimination System (NPDES) General Permit, will be required to prepare and implement a stormwater pollution prevention plan (SWPPP), and will comply with all current standards and regulations as required by the City of Greenfield and the State Water Resources Control Board. All drainage and erosion control plans will incorporate measures to ensure that eroded or exposed soils are maintained on-site and mitigate potential water quality impacts. No further mitigation is required. In addition, the Williamson Act cancellation and exchange process and the County minor subdivision will not affect drainage patterns, flooding or water quality, as these actions do not change existing land uses and result in the continuation of existing agricultural practices.

3.9 Land Use and Planning

Current Environmental Setting

The pattern, intensity, and general uses of land on the subject parcels and surrounding territory have not significantly changed since certification of the prior EIR. What has changed, however, are the policy and boundary approvals by the City, County, and LAFCO that affect how and where land is annexed into the City of Greenfield.

In 2006, the City proposed a modification to its overall citywide Sphere of Influence (SOI) boundary, which included the South End parcels. The ultimate SOI was adopted by LAFCO in 2007. As identified in the project description (Section 2.0) and again in this SEIR subsection 3.2 (Agricultural Resources), the Greater Greenfield Memorandum of Agreement (MOU) was executed in June 2013. These documents guide the future direction of planned growth in the city and include all of the South End subject parcels. In addition, Monterey County LAFCO policies and procedures relating to annexations and reorganization were updated in February 2013.

While the City of Greenfield's General Plan has only seen minor updates since the 2006 General Plan Amendment to include the South End properties, the County of Monterey adopted its comprehensive General Plan update in 2010. The County's General Plan is relevant with respect to the annexation and the minor subdivision required for the project.

Comparative Analysis

The prior EIR identified the following impacts related to land use, with one potentially significant impact:

- Impact 3.9-1 Conflict with Goals and Policies Adopted to Avoid or Mitigate Environmental Effects (less than significant)
- Impact 3.9-2 Effects Upon an Established Community (less than significant)
- Impact 3.9-3 Conflict with Surrounding Uses (potentially significant)
- Impact 3.9-4 Cumulative Land Use Impacts (less than significant)

Although physical land use compatibility was addressed in sections specific to agricultural resources, the prior EIR required that future annexation include the smaller NH3 Service Company parcel to avoid creating an island of county land. The current annexation proposal includes both the NH3 and the L.A. Hearne parcels, as well as state and county rights-of-way as necessary, to avoid this condition. This mitigation has been satisfied by the current proposal.

The Scheid East Industrial parcel was included in the environmental analysis of the City's 2005 General Plan. This parcel is separated from existing residential uses to the north by Elm Avenue and an existing light industrial zoning district. The heavy industrial land uses allowed in this location by the 2005 General Plan are subject to General Plan policies such as Policy 2.1.12, which requires buffering techniques between differing land uses that abut one another. Site-specific proposals in this area may require additional environmental review when specific applications are submitted.

With respect to policy consistency, the proposal remains consistent with the City's General Plan as analyzed throughout the prior EIR. In fact, the prior South End SOI Amendment and General Plan Amendment project amended the General Plan to accommodate the South End territory. The General Plan consistency analysis remains adequate.

In response to the MOA and updated LAFCO policy and procedures, **Appendix B** to this SEIR includes a thorough (draft) consistency analysis measuring the proposal against current policy guidance. The analysis concludes that the proposal is consistent with both the MOA and current LAFCO policy.

The County of Monterey General Plan was updated in 2010. The only aspect of the County's updated General Plan relevant to the proposed annexation is Land Use Policy 2.17, which supports annexations that are consistent with the County General Plan policies, including (1) directing city growth away from the highest quality farmlands; (2) providing adequate buffers along developing agricultural urban interfaces; and (3) mitigating impacts to county infrastructure. There are no specific policies in the updated document that conflict in land use policy with implementation of the project. The project and all related actions, including the Williamson Act cancellation and exchange process and minor subdivision, are not in conflict with County policy and will not negatively impact county infrastructure such as roads and service systems. The City of Greenfield and project sponsors will be required to improve such systems as necessary to meet City performance standards.

Conclusion

Based on the prior and updated consistency analysis, review of environmental and land use conditions in the field and related land use compatibility findings relative to the urban/agricultural interface, and the project's incorporation of parcels to avoid creation of a county island, the project's land use impacts remain less than significant.

3.10 Noise

Current Environmental Setting

The primary source of community noise within the city continues to be roadway noise. Other sources of noise include noise from agricultural operations and stationary noise sources such as schools. Compared to the analysis in the prior EIR, very little has changed in the existing community noise environment. The subject parcels continue to be farmed. As mobile noise sources (traffic) are the predominant source of noise, this EIR has identified changes in traffic volumes. Based on the traffic report prepared (see subsection 3.11), overall traffic volumes on US 101 are comparable to 2006 conditions. US 101 is the main source of noise in the vicinity.

The addition of the Scheid East Industrial parcel into the current proposal warrants an update of the existing conditions. Established residential uses (a motel) are located adjacent to this parcel across Elm Avenue. With the exception of the motel, all other land uses along the north side of Elm Avenue are light industrial. Because residential use is considered a "sensitive receptor," this SEIR includes this area in the scope of evaluation since that parcel is designated for future heavy industrial use, as proposed by the project and as designated in the City's General Plan.

Comparative Analysis

The prior EIR identified the following noise impacts associated with ultimate development of the annexation area:

- Impact 3.10-1 Construction Noise (potentially significant)
- Impact 3.10-2 Long-Term Increase in Stationary-Source Noise (potentially significant)
- Impact 3.10-3 Increase in Traffic (Mobile) Noise Levels (less than significant)
- Impact 3.10-4 Noise Levels at Proposed Noise-Sensitive Land Uses (potentially significant)
- Impact 3.10-5 Cumulative Traffic Noise (less than significant)

With respect to construction noise, the prior EIR included specific measures addressing construction times and equipment management. The EIR also included a temporary barrier to limit impacts adjacent to the existing schools. Because these measures address construction noise at the programmatic level on the east side of US 101, as well as at the project-specific level for the Scheid West parcel, the measures remain applicable to the current proposal. There are no changes in the project that warrant further or additional mitigation related to construction noise.

Similarly, for future stationary noise sources associated with developed land, the prior EIR required that refined acoustical analysis and specific performance standards be employed based on the type of use proposed and specific locations. At this programmatic level of detail for land uses east of US 101, this requirement remains relevant and applicable to the annexation area, including the Scheid East Industrial parcel.

For mobile (traffic) noise levels, the prior EIR found that noise impacts would be less than significant to existing land uses. This is because existing sensitive land uses—residential areas and schools—are located at a sufficient distance from El Camino Real and US 101 that changes in traffic volumes will not significantly change the noise environment in these locations. Based on the traffic information prepared for this SEIR, this remains the case. The Scheid East Industrial parcel assumes 44 additional acres of heavy industrial south of Elm Avenue east of US 101, which could generate additional industrial traffic. However, this additional traffic is assumed in the traffic report, and existing mitigation measures affect all potential increases in noise levels including on roadways in the vicinity.

In terms of potential impacts to future sensitive land uses (the new residential subdivision west of US 101), the prior EIR required noise barriers to reduce noise levels generated from area roadways and nearby schools, based on predicted noise levels. These barriers are required along El Camino Real and along the boundary with the schools. These measures remain valid and applicable to the current proposal. No additional noise mitigation is warranted, as the prior EIR fully addresses noise impacts to this future subdivision.

Related project actions such as the Williamson Act cancellation and exchange process and the County's minor subdivision are not sensitive to the noise environment, and will not cause any additional impacts compared to those previously identified as resulting land uses will remain unchanged. No specific analysis or mitigation is required for these actions related to noise impacts.

Conclusion

Based on the current project description and comparative changes in predicted traffic volumes between the prior EIR and the current traffic report, changes in noise levels from mobile sources will remain essentially the same compared to the previous analysis. Additional vehicle trips will be generated by the Scheid East Industrial parcel; however, the residential subdivision will have 180 fewer units than previously assumed. The existing mitigation measures that require site-specific analyses for commercial and industrial uses remain applicable to all parcels east of US 101. Similarly, existing mitigation is in place to fully mitigate noise on future sensitive receptors (new homes) west of the highway. The current proposal does not significantly change these conditions, and no further mitigation is warranted.

3.11 Traffic and Circulation

Current Environmental Setting

The previous (2005) traffic study for this project quantified existing roadway conditions as of that time period. Due to a significant slowing of economic conditions and very limited new construction in Greenfield over several years, existing traffic conditions and volumes are considered similar to conditions as previously documented (Hatch Mott MacDonald, 2015). The roadway network in Greenfield operates at acceptable levels of service, although the 2005 General Plan acknowledges that future buildout of the city will require new and expanded roadway facilities.

Comparative Analysis

The prior EIR analyzed the following impacts related to traffic and circulation:

- Impact 3.11-1 El Camino Espinosa Overpass/High School Driveway (significant)
- Impact 3.11-2 Highway 101 NB Ramps/Patricia Lane/El Camino real Intersection (significant)
- Impact 3.11-3 Highway 101 (less than significant)
- Impact 3.11-4 Intersection LOS at Full General Plan Buildout (significant)
- Impact 3.11-5 Roadway Segment LOS at Full General Plan Buildout (significant)
- Impact 3.11-6 Roadway Network Expansion
- Impact 3.11-7 Highway 101 Volumes with Full General Plan Buildout (significant)
- Impact 3.11-8 Parking Capacity (less than significant)
- Impact 3.11-9 Pedestrian and Bicycle Facilities (potentially significant)
- Impact 3.11-10 Transit System (less than significant)
- Impact 3.11-11 Secondary Effects from Project Improvements (potentially significant)

To reiterate the analysis approach, the purpose of this SEIR is to provide a relative comparison of predicted impacts from the project as studied in 2005, to the project currently proposed. Based on the refinement and reduction of intensity of land uses currently proposed, Hatch Mott MacDonald (June 2016) updated the trip generation for the current proposal to understand and quantify these differences. The updated trip generation information is included as **Appendix E**.

Under Background Plus Interim Project Traffic conditions, which represent background conditions plus Phase I of the project, the original project caused impacts at specific intersection facilities near the El Camino Real and Espinosa Road intersection with US 101 ramps (Impacts 3.11-1 and 3.11-2). The mitigation measures identified required specific widening, striping, and signalization improvements at these locations. The prior project was estimated to generate up to 39,436 daily trips, while the current proposal is estimated to generate only 15,165 daily trips, or a reduction of 62 percent. The primary reasons for this reduction include fewer residential units, a significant reduction in commercial square footage assumed, and the lower trip generation rates for warehousing within the industrial designation. The original EIR, by contrast, programmatically assumed full buildout of every acre of land at maximum site coverage. Practically and economically, such a scenario does not represent a realistic development scenario. At this time, the conservative mitigation requirements will still apply unless proven otherwise.

In the General Plan Buildout/Project Buildout scenario (cumulative impact analysis), the project was predicted to exacerbate and contribute to a series of intersection and segment impacts caused by the overall growth of the City of Greenfield (Impacts 3.11-4 through 3.11-7). To mitigate the project's impacts, measures have been established that require a new interchange at US 101 and Espinosa Road (once traffic trips warrant the improvement) and a fair share contribution toward a series of planned improvements to 15 intersections throughout the city. The latter would be paid through the payment of City and Transportation Agency for Monterey County (TAMC) transportation impact fees. These improvements and payment of fees would reduce impacts to a less than significant level. These requirements will remain in place for the current proposal.

Under cumulative conditions, impacts would also occur to the mainline section of US 101 between Thorne Road and Oak Avenue. As levels of service would be below LOS C, and no impact is in place to address freeway improvements, this impact was and remains a significant unavoidable consequence of the proposal until proven otherwise.

Mitigation measures identified to address pedestrian and bicycle facilities will also remain in place, despite the reduction in project-generated trips resulting from the current proposal.

Conclusion

The project as currently proposed is estimated to result in 24,271 fewer daily trips compared to previous estimates in 2005–2006. However, the mitigation measures previously identified will remain in place, since the majority of the measures either require a proportionate share of financial contribution and/or are only triggered as warranted by traffic conditions and trip generation. If the project as currently proposed does not trigger a specific improvement, it will only be responsible for its fair share contribution. For these reasons, the project will result in similar physical impacts to the environment related to traffic and circulation.

The Scheid East Industrial parcel was identified in the City's General Plan and General Plan EIR, and continues a pattern of low-intensity industrial in the eastern portion of the city that will not raise new or more severe impacts to the roadway network. Similarly, the WAEEP and the minor subdivision to preserve the 51.6 acres will not change traffic patterns in any way.

3.12 Public Services and Utilities

Current Environmental Setting

The public services section of the previously certified EIR analyzed water supply and distribution, wastewater collection and treatment, utilities, governmental facilities, student generation and schools, solid waste service, and park and recreation needs. The project site is located in the services areas of the City of Greenfield Police Department (police), the Greenfield Fire Protection District (fire), the Pacific Gas & Electric Company (electricity and natural gas), AT&T (telecommunications), Charter Communications (cable television), the Greenfield Union School District and the South Monterey County Joint Union High School District (schools), the Salinas Valley Solid Waste Authority (solid waste disposal), and the City of Greenfield Public Works Department (parks and recreation).

Comparative Analysis

The prior EIR analyzed the following impacts related to public services and facilities:

Impact 3.12-1 Potable Water Demand (less than significant)

Impact 3.12-2 Potable Water Delivery (potentially significant)

Impact 3.12-3 Wastewater Collection and Treatment (potentially significant)

Impact 3.12-4 Law Enforcement Services (less than significant)

Impact 3.12-5 Fire Services (less than significant)

Impact 3.12-6 Electric, Natural Gas, Telephone, and Cable Services (potentially significant)

Impact 3.12-7 Schools (less than significant)

Impact 3.12-8 Solid Waste Services (less than significant)

Impact 3.12-9 Parks and Recreation (potentially significant)

Impact 3.12-10 Groundwater Usage and Distribution (cumulative – less than significant)

Impact 3.12-11 Wastewater Treatment Facility (cumulative – less than significant)

Regarding potable water demand, development, and distribution, the project as currently proposed would require substantially less water than the project as previously analyzed. Based on Table 2-2 (Project Description), the development assumptions for the project have been substantially reduced. Highway commercial square footage has been reduced by 76 percent, industrial/warehouse use is similar, and residential units have been reduced by 55 percent. Similar to the findings in the prior EIR, water demand for the project would be less than significant given the current groundwater supplies, pumping capacity, and distribution systems maintained by the City. In terms of delivery, existing mitigation measures remain applicable, which require developers to fund and/or construct system expansions.

Similar to water system expansion, the City's wastewater treatment and disposal system is scalable to accommodate increases in demand over time. The City is currently updating its water and wastewater infrastructure master plans, which will provide additional demand data and system planning. Because the South End properties have been previously included in the City's SOI, all land use assumptions will be included in the City's infrastructure planning documents. No additional physical environmental impacts will occur compared to those analyzed in the prior EIR.

Population-based systems such as fire protection, police services, parks and recreation, and schools would be reduced with the current proposal. With 149 new residential units (compared to 329 previously), the anticipated population of the area would decrease accordingly. The less than significant findings of the prior EIR remain unchanged. All existing impact fee programs will apply to the current proposal to fund incremental increases and demand on public service systems.

Conclusion

The project is consistent with the prior proposal, assumes substantially reduced square footage of commercial use, and is consistent with the City's General Plan in terms of land use and direction of growth. Compared to the prior proposal (and the prior EIR), the reduction of 180 single-family homes significantly reduces population-based service demands, particularly on the south side of Greenfield. The addition of the Scheid East Industrial parcel represents an incremental increase in demands for these 44 acres of heavy industrial use; however, this use was included and analyzed in the City's General Plan land use pattern, and total industrial/warehouse assumptions are similar to the prior proposal. Mitigation measures in the prior EIR require that water, wastewater, and other backbone infrastructure systems be funded through development. The conclusions of the prior EIR remain unchanged, and the project as proposed will have no greater impact on public services than previously analyzed.

Similarly, the project's related actions—the Williamson Act contract cancellation and exchange and the minor subdivision—will have no direct or indirect impact on public services, as these actions will not result in physical changes to the environment over existing conditions.

3.13 Greenhouse Gas Emissions

Current Environmental Setting

There is scientific consensus that the contribution of greenhouse gas (GHG) emissions into the atmosphere is resulting in the change of the global climate. The global average temperature is expected to increase relative to the 1986–2005 period by 0.3 to 4.8 degrees Celsius (°C) (0.5–8.6 degrees Fahrenheit [°F]) by the end of the 21st century (2081–2100), depending on future GHG emission scenarios (IPCC 2014). According to the California Natural Resources Agency (2012), temperatures in California are projected to increase 2.7°F above 2000 averages by 2050 and, depending on emission levels, 4.1–8.6°F by 2100. Physical conditions beyond average temperatures could be indirectly affected by the accumulation of GHG emissions. For example, changes in weather patterns resulting from increases in global average temperature are expected to result in a decreased volume of precipitation falling as snow in California and an overall reduction in snowpack in the Sierra Nevada. The Global Warming Solutions Act, also known as Assembly Bill (AB) 32, is a legal mandate requiring that statewide GHG emissions be reduced to 1990 levels by 2020. In addition, two Executive Orders, California Executive Order 5-03-05 (2005) and California Executive Order B-30-15 (2015), highlight GHG emissions reduction targets, though such targets have not been adopted by the State and remain only a goal of the Executive Orders. Specifically, Executive Order 5-03-05 seeks to achieve a reduction of GHG emissions of 80 percent below 1990 levels by 2050 and Executive Order B-30-15 seeks to achieve a reduction of GHG

emissions of 40 percent below 1990 levels by 2030. Technically, a governor's Executive Order does not have the effect of new law but can only reinforce existing laws. For instance, as a result of the AB 32 legislation, the State's 2020 reduction target is backed by the adopted AB 32 Scoping Plan, which provides a specific regulatory framework of requirements for achieving the 2020 reduction target. The State-led GHG reduction measures, such as the Low Carbon Fuel Standard and the Renewables Portfolio Standard, are largely driven by the AB 32 Scoping Plan. Executive Orders S-03-05 and B-30-15 do not have any such framework and therefore provide no emissions reduction mechanisms that can be applied to the analysis of land use projects for the purpose of meaningful emissions estimates. As a result of Executive Orders B-30-15 and 5-03-05, new legislation is proposed to establish post-2020 GHG reduction goals; however, no action on the legislation has been taken as of this writing (April 2016).

Comparative Analysis

GHG emissions associated with the proposed project would occur over the short term from construction activities, consisting primarily of emissions from equipment exhaust. There would also be long-term regional emissions associated with new vehicular trips, stationary source emissions such as natural gas used for heating, and indirect source emissions such as electricity usage for lighting.

The South End SOI Final EIR was certified in August 2006 and does not evaluate the effects of GHG emissions generation. At the time of approval of the EIR, the issue of contribution of GHG emissions to climate change was a prominent issue of concern. On March 18, 2010, amendments to the State CEQA Guidelines took effect which set forth requirements for the analysis of GHG emissions under CEQA. Since the South End SOI Final EIR has already been approved, the determination of whether GHG emissions and climate change needs to be analyzed for this specific development is governed by the law on supplemental or subsequent EIRs (Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15163). GHG emissions and climate change are not required to be analyzed under those standards unless they constitute "new information of substantial importance, which was not known and could not have been known at the time" the South End SOI Final EIR was approved (CEQA Guidelines Section 15162(a)(3)).

The issue of GHG emissions and climate change impacts is not new information that was not known or could not have been known at the time of the approval of the previous EIR. The issue of climate change and GHG emissions was widely known prior to the EIR's approval. The United Nations Framework Convention on Climate Change was established in 1992. The regulation of GHG emissions to reduce climate change impacts was extensively debated and analyzed throughout the early 1990s. The studies and analyses of this issue resulted in the adoption of the Kyoto Protocol in 1997.

As is clear from documents in the administrative record, the fact that GHG emissions could have a significant adverse environmental impact was known at the time the South End SOI Final EIR was approved in 2006. Consistent with the statutory language, the courts have repeatedly held that new information that "was known" or "could have been known with the exercise of reasonable diligence" at the time of the EIR certification does not trigger the supplemental EIR standard. (*Citizens for Responsible Equitable Environmental Development v. City of San Diego* (2011) 196 Cal.App.4th 515, 532 ("CREED II"); ALARM, supra, 12 Cal.App.4th at 1800–1803.) In particular, the courts have held that information on GHG emissions could have been known as early as 1994 and therefore do not trigger the new information standard under Section 21166 for EIRs certified after that date (CREED II, supra, 196 Cal.App.4th at 530–532 [Impact from GHGs not new information for EIR certified in 1994.]). Since the South End SOI Final EIR was approved in 2006, CREED II is dispositive and establishes that no review of this environmental issue is required for this project.

(See also *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal. App. 4th 1301—the potential effects of GHG emissions were known and could have been addressed in conjunction with the approval of the South End SOI Final EIR in 2006.)

Therefore, the impact of GHG emissions on climate change was known at the time of adoption of the South End SOI Final EIR in 2006. Therefore, under CEQA standards, it is not new information that requires analysis in a supplemental EIR or negative declaration. No supplemental environmental analysis of the project's impacts on this issue is required under CEQA. Nonetheless, for purposes of full disclosure, a GHG analysis of the proposed project has been provided.

As with the original project, the subject of the previously certified EIR, construction and operation of the proposed project would generate GHG emissions, with the majority of energy consumption and associated generation of GHG emissions occurring during the project's operation (as opposed to during its construction). During construction, GHGs would be emitted through the operation of construction equipment and from worker and vendor vehicles, each of which typically uses fossil-based fuels to operate. The combustion of fossil-based fuels creates GHG emissions such as carbon dioxide (CO_2), methane (CH_4), and nitrous oxide (N_2O). Furthermore, CH_4 is emitted during the fueling of heavy equipment. Operational activities associated with urban development results in emissions of CO_2, CH_4, and N_2O from the following primary sources: area source emissions (e.g., fireplaces and landscape equipment); energy source emissions (e.g., indirect emissions from power generation); mobile source emissions (e.g., project traffic); solid waste (e.g., hauling and anaerobic breakdown); and water supply, treatment, and distribution (e.g., energy used to convey, treat, and distribute water and wastewater).

The resultant GHG emissions of the proposed project were calculated by Michael Baker International using the California Emissions Estimator Model (CalEEMod), version 2013.2.2, computer program (see **Appendix D**). CalEEMod is a statewide land use emissions computer model designed to provide a uniform platform for the use of government agencies, land use planners, and environmental professionals. The project operational carbon dioxide equivalent (CO_2e) emissions resulting from the proposed project are identified in **Table 3.13-1**.

TABLE 3.13-1
PROJECT GREENHOUSE GAS EMISSIONS – PROJECT OPERATION (METRIC TONS PER YEAR)

Emissions Source	CO_2e
Construction Amortized over 30 Years[1]	367
Area Source (landscaping, hearth)	228
Energy[2]	7,410
Mobile[3]	28,338
Waste	1,474
Water and Wastewater	1,025
Total	**38,476**

*Source: CalEEMod version 2013.2.2. See **Appendix D** for emission model outputs.*

Notes:

1. *Projected CO_2e emissions from construction activities have been quantified and amortized over the life of the project (30 years). The amortized construction emissions are added to the annual average operational emissions.*
2. *Emissions projections account for PG&E's projected (2020) CO_2 emission intensity factor of 368.08 pounds of CO_2 per megawatt of energy generated.*
3. *Emissions projections are based on the trip generation rate of 39,436 average daily trips per Higgins Associates.*

As shown, the proposed project would result in 38,476 metric tons of GHG emissions. Thresholds of significance illustrate the extent of an impact and are a basis from which to determine the appropriate definition of "negligible" GHG emissions. Significance thresholds for GHG emissions resulting from land use development projects have not been established in Monterey County. In the absence of any GHG emissions significance thresholds, the project is compared to the Association of Monterey Bay Area Governments (AMBAG) Metropolitan Transportation Plan/ Sustainable Communities Strategy (MTP/SCS) (2014), which establishes an overall GHG target for the project region consistent with both the target date of Assembly Bill (AB) 32 (2020) and the post-2020 GHG reduction goals of Executive Order S-03-05 (2005) and Executive Order B-30-15 (2015).

As identified in **Table 3.13-1**, mobile-source emissions are the most potent contributor of GHG emissions associated with the proposed project. AMBAG was tasked by the California Air Resources Board (CARB) to achieve no net increase in mobile-source GHG emissions compared to 2005 vehicle emissions by 2020 and a 5 percent per capita reduction by 2035, which CARB confirmed the project region would not only achieve but surpass by implementing its MTP/SCS (CARB 2014). While the GHG reduction targets contained in the MTP/SCS cannot be directly translated to an all-encompassing threshold given it is geared toward GHG emissions from transportation only, GHG emissions resulting from project-related transportation sources are the most potent source of emissions. Therefore, project comparison to the MTP/SCS is an appropriate indicator of whether the proposed annexation would inhibit the GHG reduction goals promulgated by the state. The MTP/SCS contains GHG-reducing programs, including multimodal transportation investments such as bus rapid transit, commuter rail, active transportation strategies (e.g., bikeways and sidewalks), transportation demand management strategies, transportation systems management, highway improvements (interchange improvements, high-occupancy vehicle lanes), arterial improvements, goods movement strategies, aviation and airport ground access improvements, and operations and maintenance to the existing multimodal transportation system. AMBAG's MTP/SCS identifies that land use strategies which focus new housing and job growth in areas served by high quality transit and other opportunity areas would be consistent with a land use development pattern that supports and complements the proposed transportation network, which emphasizes system preservation, active transportation, and transportation demand management measures.

The 2014 MTP/SCS incorporates local land use projections and circulation networks from the cities' and counties' general plans. The projected regional development pattern, including location of land uses and residential densities in local general plans, when integrated with the proposed regional transportation network identified in the 2014 MTP/SCS, would reduce per capita vehicular travel–related GHG emissions and achieve the GHG reduction per capita targets for the AMBAG region.

The majority of the project site was included in the City's General Plan and proposed Sphere of Influence (SOI) boundaries in 2005, and therefore has been anticipated to accommodate mixed-use development since that time. The City subsequently filed a resolution of application with the Monterey County Local Agency Formation Commission (LAFCO) to expand the SOI boundary proposed in the 2005 General Plan. On March 26, 2007, LAFCO approved a comprehensive, although scaled down, amendment to the City's SOI. As a result, the project site was considered as a developing area in the MTP/SCS. This is further evidenced by the fact that the project site is shown as an area anticipated for urban development in the document, *Envisioning the Monterey Bay Area: A Blueprint for Sustainable Growth and Smart Infrastructure* (AMBAG 2011) (referred to as The Blueprint), which presents a vision for how the region would achieve its GHG reduction targets. In addition, Figure 4-10b of the MTP/SCS identifies the project area as planned for Suburban Commercial/Mixed Use. The site is proposed to accommodate a mixed-use land use scheme. This is consistent with the MTP/SCS goal to invest in safe bicycle and pedestrian routes

that improve connectivity and access to common destinations, such as connections between residential areas and schools, employment centers, neighborhood shopping, and transit stops and stations, supporting efforts throughout the region to improve connectivity (AMBAG 2014). Since this site is proposed for mixed use, it is expected that people will be able to walk and bike, thus reducing GHG emissions from cars.

As previously described, the most potent source of GHG emissions associated with land use development is mobile-source emissions. To quantify the effects of the proposed project on traffic conditions compared with the original project, subject of the previously certified EIR, Hatch Mott MacDonald provided a comparison of the project as analyzed in 2006 against the current project's trip generation and land use assumptions. According to this analysis, the changes in land use will result in a net reduction of 133 average daily trips. CalEEMod was used to identify the quantity of CO_2e reduced due to 133 less daily trips and determined GHG emissions would be decreased by 158 metric tons under the proposed project as compared with the land uses originally analyzed in the South End SOI Final EIR in 2006 (see **Appendix D**). Such reductions in projected mobile-source GHG emissions are consistent with the primary purpose of the MTP/SCS.

For these reasons, the proposed project is consistent with the 2014 MTP/SCS and its greenhouse gas reduction targets for Monterey County.

Conclusion

The impact of GHG emissions on climate change was known at the time of adoption of the South End SOI Final EIR in 2006; therefore, under CEQA standards, it is not new information that requires analysis in a supplemental EIR or negative declaration. No supplemental environmental analysis of the project's impacts on this issue is required under CEQA. Nonetheless, for purposes of full disclosure, a GHG analysis of the South End Annexation development was prepared. As demonstrated, the proposed project site has been anticipated for urban development in the form of Suburban Commercial/Mixed Use by the AMBAG 2014 MTP/SCS and is consistent with the /MTPSCS goal to invest in safe bicycle and pedestrian routes that improve connectivity and access to common destinations. Furthermore, the changes in land use between the proposed project and the original project analyzed in the previous EIR result in a net reduction of 133 average daily trips and thus a decrease of 158 metric tons of mobile-source GHG emissions. GHG-related impacts would be **less than significant**.

REFERENCES (FOR GHG ANALYSIS)

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IPCC (Intergovernmental Panel on Climate Change). 2014. *Climate Change 2014 Synthesis Report: Approved Summary for Policymakers*. http://www.ipcc.ch/.

USGBC (U.S. Green Building Council). 2008. *Building Area per Employee by Business Type*.

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Attachment 3 – Comment Letters and Responses

Ohlone/Costanoan-Esselen Nation

Previously acknowledged as
The San Carlos Band of
Mission Indians
The Monterey Band
And also known as
O.C.E.N. or Esselen Nation
P.O. Box 1301
Monterey, CA 93942

www.ohlonecostanoanesselennation.org.

August 16, 2016

Mic Steinmann
Community Services Director
City of Greenfield
599 El Camino
Greenfield, CA 93927

Re: Notice of Availability (NOA) of a Supplemental Environmental Impact Report (SEIR) for the South End Annexation Project

Saleki Atsa,

Ohlone/Costanoan-Esselen Nation is an historically documented previously recognized tribe. OCEN is the legal tribal government representative for over 600 enrolled members of Esselen, Carmeleno, Monterey Band, Rumsen, Chalon, Soledad Mission, San Carlos Mission and/or Costanoan Mission Indian descent. Though other indigenous people may have lived in the area, the area is the indigenous homeland of our people. Included with this letter please find a territorial map by Taylor 1856; Levy 1973; and Milliken 1990, indentifying Tribal areas.

Ohlone/Costanoan-Esselen Nation objects to all excavation in known cultural lands, even when they are described as previously disturbed, and of no significant archaeological value. Please be advised that it is our first priority that our ancestor's remains be protected and undisturbed. We desire that all sacred burial items be left with our ancestors on site or as determined culturally respectable by OCEN. All cultural items returned to Ohlone/Costanoan-Esselen Nation. We ask for the respect that is afforded all of our current day deceased, by no other word these burial sites are cemeteries, respect for our ancestors as you would expect respect for your deceased family members in today's cemeteries. **Our definition of respect is no disturbance.**

OCEN's Tribal leadership desires to be provided with archaeological reports/surveys, including subsurface testing, and presence/absence testing. OCEN request to be included in mitigation and recovery programs, reburial of any of our ancestral remains, placement of all cultural items, and that a Native American Monitor of Ohlone/Costanoan-Esselen Nation, approved by the OCEN Tribal Council be used within our aboriginal territory.

We request consultation on projects affecting our aboriginal homelands, which include all ground disturbance. We look forward to hearing more information about this project; please feel free to contact me at (408) 629-5189. Nimasianexelpasaleki. Thank you for your attention to this matter.

Sincerely and Respectfully Yours,

Louise J. Miranda Ramirez, Chairperson
Ohlone/Costanoan-Esselen Nation
(408) 629-5189

Cc: OCEN Tribal Council

Notice of Completion/Availability of a Supplemental Environmental Impact Report

Date: July 22, 2016

To: Office of Planning and Research, Responsible Agencies, Agencies with Jurisdiction by Law, Trustee Agencies, Involved Federal Agencies, and Agencies/Persons Requesting Notice, and the General Public

From: City of Greenfield
599 El Camino Real
Greenfield, CA 93927

Re: **Notice of Availability (NOA) of a Supplemental Environmental Impact Report (SEIR) for the South End Annexation Project**

The City of Greenfield (lead agency) has prepared a Supplemental EIR for the proposed South End Annexation Project. This Notice of Availability (NOA) is being distributed to applicable responsible agencies, trustee agencies, and interested parties as required by the California Environmental Quality Act (CEQA). Comments on the SEIR from interested persons and agencies are invited in connection with the proposed project. The project location and description are summarized below.

Project Name: South End Annexation

Project Location: The South End Annexation project is located in the southern portion of and immediately south of the City of Greenfield, situated in the southern Salinas Valley and Central Monterey County. The City is located along Highway 101, approximately 40 miles southeast of Monterey Bay, 35 miles south of Salinas, and 60 miles north of Paso Robles. Neighboring communities within 25 miles includes the cities of Gonzales and Soledad to the north, and King City to the south.

The project involves the prezoning and annexation of seven parcels under the ownership of four separate entities. The property owners include Scheid Vineyards, the Franscioni family (TMV Lands), NH3, and the LA Hearne Company. TMV Lands has real interest in 171 Acres (APN 221-011-017) located north of Espinosa Road on the east side of Highway 101. Scheid Vineyards has real interest in 137 acres (APN 221-011-070, -071, and -068) located east and west of the highway. LA Hearne Company owns APN 221-011-018 which consists of approximately three acres, located at the southwest corner of US Highway 101 and Espinosa Road. APNs 221-011-041 and -045 are owned by NH3, consisting of approximately 3 additional acres.

Attached **Figure 1** illustrates the project location.

Parcel	Total Acreage	Proposed Land Use	Development Potential
County and State Rights of Way	26	Roadways	No change
Totals	290	290	222,200 sf – new Highway Commercial 1,074,000 sf – new Industrial/Warehouse 149 du – new Low Density Residential

Project Background: On August 8, 2006, the City of Greenfield City Council approved the South End Sphere of Influence Amendment ("SOI") project and related amendments to the City of Greenfield General Plan. The South End Sphere of Influence Amendment Project Final EIR ("EIR") was prepared by the City to analyze the environmental effects of the SOI and General Plan amendments, and was also certified by the City Council on August 8, 2006. The City subsequently filed a resolution of application with the Monterey County Local Agency Formation Commission (LAFCO) to expand the SOI boundary. On March 26, 2007 LAFCO approved a comprehensive, although scaled down, amendment to the City's SOI, which included the South End territories. This approval was conditioned upon a future agreement to address the impacts of planned future growth. That agreement, the Greater Greenfield Area Memorandum of Agreement, or MOA, was adopted in June 2013. With the MOA in place, in 2015 the project applicant, representing the South End property owners, approached the City of Greenfield with a request to move forward with annexation of several parcels. City staff determined that the annexation and related actions requested require appropriate review under the California Environmental Quality Act (CEQA) to determine the potential environmental effects of those actions.

Reasoning for the Supplemental EIR. CEQA provides that where there are changes to an already approved project for which an EIR was previously certified, a new environmental review shall be performed only where there is significant new information or changes to the project or in the circumstances surrounding the project that would result in new adverse environmental impacts that were not analyzed previously or impacts that are more severe than previously determined (Public Resources Code [PRC] Section 21166 and State CEQA Guidelines Section 15162).

Since the certification of the 2006 South End SOI EIR and LAFCO approval of the City's SOI boundary, certain circumstances have changes that warrant additional review. Most notably, the execution of the MOA outlines specific mitigation requirements and other policies directly related to annexation proposals that were not previously in place. In addition, the applicant's current request for entitlements is slightly different in size and configuration compared to the 2006 project description. For these reasons, the current proposal requires an updated review.

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Figure 2-1
Regional Location

Michael Baker
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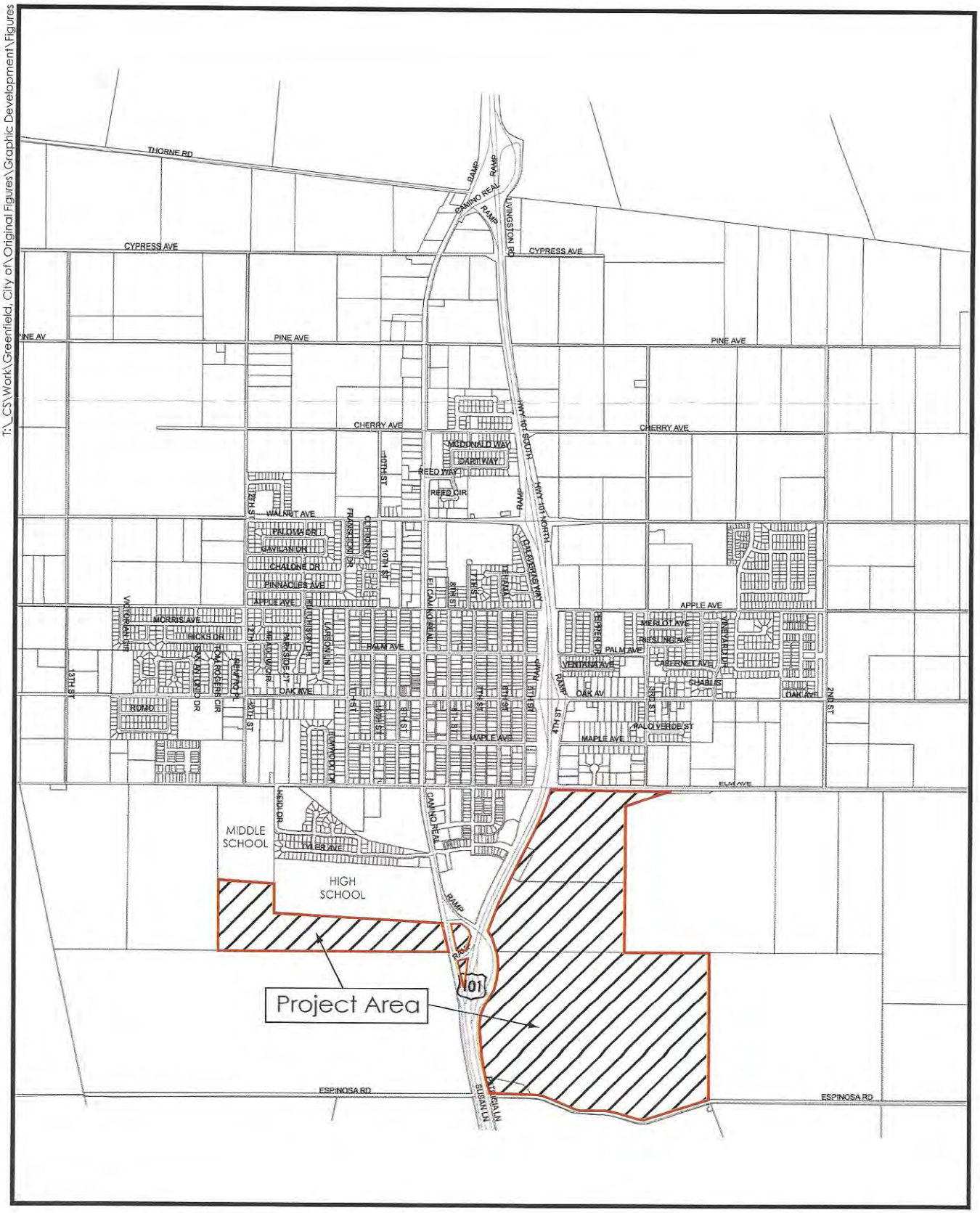
T:_CS\Work\Greenfield, City of\Original Figures\Graphic Development\Figures



Not To Scale

Figure 2-2
Project Vicinity

Michael Baker INTERNATIONAL

Distribution of Ohlone/Costanoan-Esselen Nation Tribal Rancherias, Districts, Landgrants and Historic Landmarks

OCEN DIRECT LINEAL DESCENT

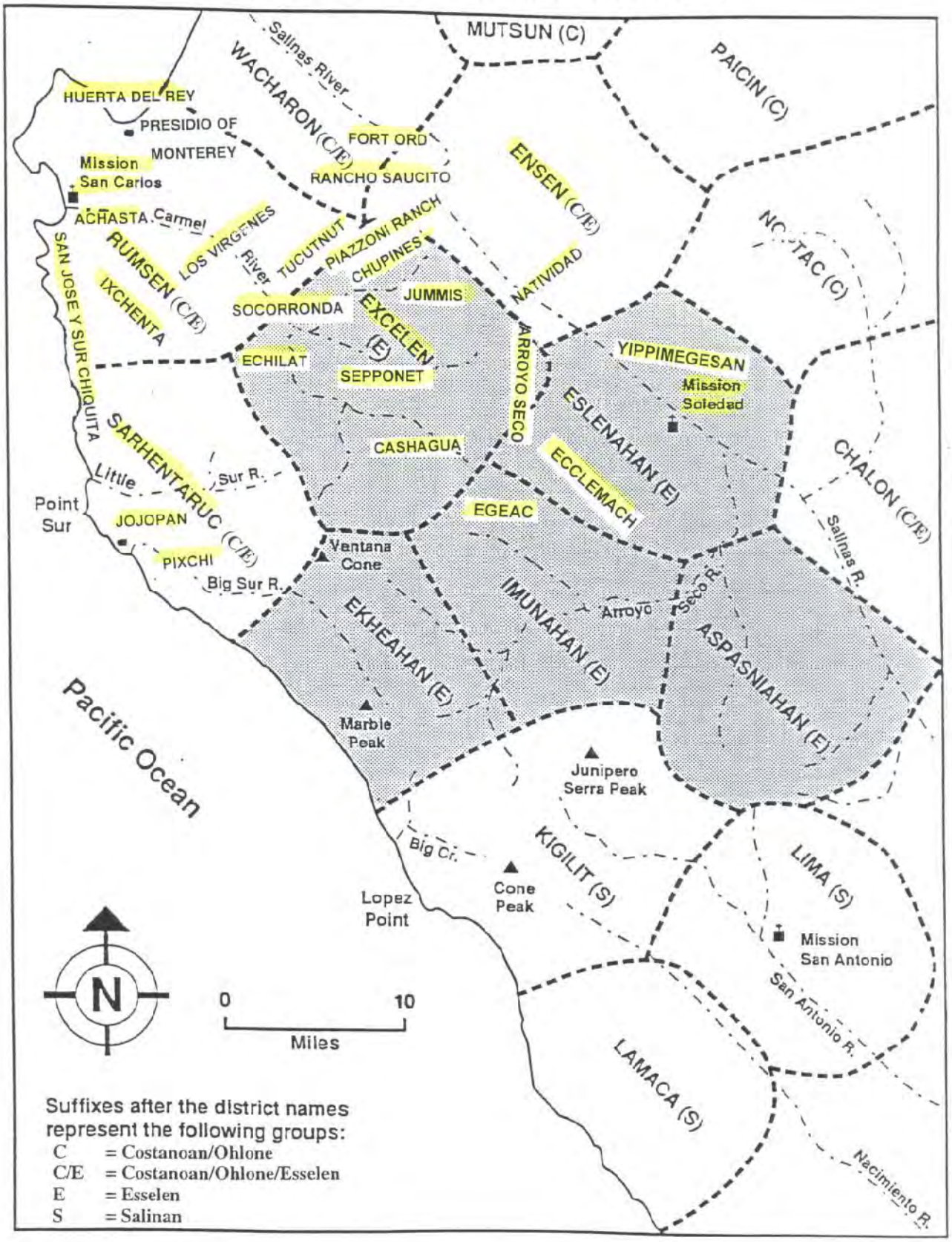
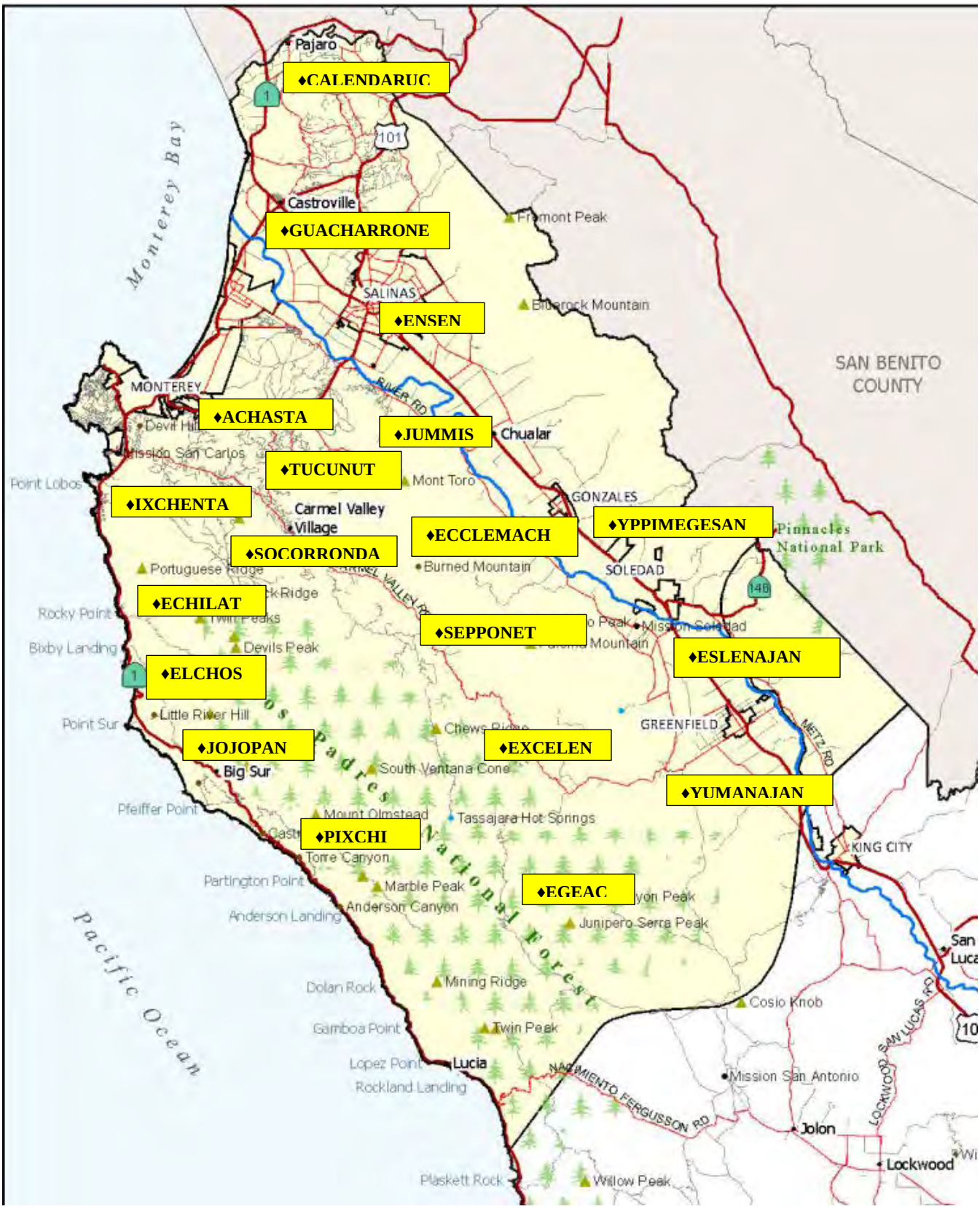


Figure 2:

Map after Taylor 1856; Levy 1973; Hester 1978; Milliken 1990


♦CALENDARUC
♦GUACHARRONE
♦ENSEN
♦ACHASTA
♦JUMMIS
♦TUCUNUT
♦IXCHENTA
♦ECCLEMACH
♦YPPIMEGESAN
♦SOCORRONDA
♦ECHILAT
♦SEPPONET
♦ESLENAJAN
♦ELCHOS
♦JOJOPAN
♦EXCELEN
♦YUMANAJAN
♦PIXCHI
♦EGEAC
Pajaro
Castroville
Monterey Bay
Fremont Peak
SALINAS
Bitterrock Mountain
SAN BENITO COUNTY
MONTEREY
Chualar
Mission San Carlos
Point Lobos
Mont Toro
GONZALES
Carmel Valley Village
Pinnacles National Park
Portuguese Ridge
Burned Mountain
SOLEDAD
Rocky Point
Bixby Landing
Devils Peak
Mission Soledad
Point Sur
Little River Hill
Chews Ridge
GREENFIELD
Big Sur
South Ventana Cone
Los Padres National Forest
Pfeiffer Point
Mount Olmstead
Tassajara Hot Springs
KING CITY
Torre Canyon
Partington Point
Marble Peak
Anderson Canyon
Anderson Landing
Junipero Serra Peak
Pacific Ocean
Dolan Rock
Mining Ridge
Cosio Knob
Gamboa Point
Twin Peak
Lopez Point
Lucia
Rockland Landing
Mission San Antonio
Jolon
Lockwood
Plaskett Rock
Willow Peak

DEPARTMENT OF TRANSPORTATION
50 HIGUERA STREET
SAN LUIS OBISPO, CA 93401-5415
PHONE (805) 549-3101
FAX (805) 549-3329
TTY 711
http://www.dot.ca.gov/dist05/

Serious drought
Help save water!

August 31, 2016

MON-101-53.10
SCH#2006081150

Mr. Mic Steinmann
City of Greenfield
599 El Camino Real
Greenfield, CA 93927

Dear Mr. Steinmann:

COMMENTS FOR SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT (SEIR) FOR SOUTH END ANNEXATION AT HWY 101 AND ESPINOSA ROAD IN THE CITY OF GREENFIELD.

The California Department of Transportation (Caltrans), District 5, Development Review, has reviewed the above referenced project and offers the following comments in response to your summary of impacts.

1. Caltrans supports local development that is consistent with State planning priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety. We accomplish this by working with local jurisdictions to achieve a shared vision of how the transportation system should and can accommodate interregional and local travel and development.

2. Please be aware that if any work is completed in the State's right-of-way it will require an encroachment permit from Caltrans, and must be done to our engineering and environmental standards, and at no cost to the State. The conditions of approval and the requirements for the encroachment permit are issued at the sole discretion of the Permits Office, and nothing in this letter shall be implied as limiting those future conditioned and requirements. For more information regarding the encroachment permit process, please visit our Encroachment Permit Website at: http://www.dot.ca.gov/trafficops/ep/index.html.

3. The highway interchange at US 101 and Espinosa Road currently accommodates existing land uses only. The SEIR identifies the potential for significant growth within the project area with residential, commercial, and industrial uses paying a proportionate share of financial contribution to the impacted intersections. Any new development within the project area would require significant improvements made to the interchange at the time of construction. Due to the intensification of land uses, Caltrans will work with the City of Greenfield to ensure the adequate setback areas and improvements needed for the future interchange are made.

Thank you for the opportunity to review and comment on the proposed project. If you have any questions, or need further clarification on items discussed above, please contact me at (805) 549-3282 or email jill.morales@dot.ca.gov.

Sincerely,

JILLIAN MORALES
Transportation Planner
District 5
jill.morales@dot.ca.gov

cc: Orchid Monroy-Ochoa (D5)
Grant Leonard (TAMC)

TAMC
TRANSPORTATION AGENCY
FOR MONTEREY COUNTY

Regional Transportation Planning Agency • Congestion Management Planning
Local Transportation Commission • Monterey County Service Authority for Freeways & Expressways

September 6, 2016

Mic Steinmann
Community Services Director
City of Greenfield
599 El Camino
Greenfield, CA 93927

SUBJECT: Comments on the Supplemental Environmental Impact Report for the Greenfield South End Annexation Project

Dear Mr. Steinmann:

The Transportation Agency for Monterey County is the Regional Transportation Planning Agency and Congestion Management Agency for Monterey County. Transportation Agency for Monterey County (TAMC) staff has reviewed the Notice of Preparation (NOP) for the proposed Greenfield South End Annexation Project.

The project will accommodate development of 149 new low-density residential units, approximately 222,200 square feet of Highway Commercial space, and 1,074,000 square feet of Heavy Industrial space, with 50 acres of Agricultural land persevered through easement.

TAMC acknowledges and reaffirms the comments made in previous letters, and staff offers the following additional comments for your consideration:

Regional Road and Highway Impacts

1. TAMC supports the payment of regional and local impact fees as mitigation for the project's transportation impacts as identified in the SEIR.
2. TAMC supports Caltrans' position that significant improvements would need to be made to the existing U.S. 101 - Espinosa Road/El Camino Real interchange at the time of construction in order to accommodate increased traffic resulting from construction of the project. Furthermore, TAMC encourages early coordination between Caltransand the City of Greenfield to develop a plan for making the needed improvements.
3. The SEIR identifies impact to mainline U.S. 101 between Thorne Road and Oak Avenue as significant and unavoidable. TAMC encourages continued collaboration with Caltrans

to address this significant and unavoidable impact to the operational level of service U.S. 101.

Conceptual Roadway Network

4. The SEIR notes that the circulation plans are conceptual except for the vested tentative map for the residential sub-division. TAMC encourages the city to consider bicycle and pedestrian connectivity from the existing areas of Greenfield when defining the final circulation plans as part of subsequent development. Ensuring pedestrian and bicycle access from existing residential and commercial areas will allow individuals to consider walking or biking to and from the development as an alternative to driving, which particularly important for residents of Greenfield who also are employed within the development.
5. TAMC supports the use of roundabouts as forms of intersection control, as outlined in the conceptual roadway network for the project, and TAMC encourages consideration of roundabouts for intersection control when the circulation plans are finalized.

Thank you for the opportunity to review this document. If you have any questions, please contact Grant Leonard of my staff at (831) 775-0903.

Sincerely,

Debra L. Hale
Executive Director

CC: John J. Olejnik, California Department of Transportation (Caltrans) District 5

To:
County of Monterey
Resource Management Agency-Planning Department
Attn: Bob Schubert, Senior Planner
168 West Alisal, 2nd Floor
Salinas, CA 93901

Re:
Greenfield South End Annexation
File Number REF 16-0049

From:
Agency Name: **Monterey County Sheriff's Office**
Contact Person: **Donna Galletti**
Phone Number: **831-647-7909**
E-Mail: **gallettid@co.monterey.ca.us**

_____No Comments provided
_X___ Comments noted below
_____Comments provided in separated letter

COMMENTS:

Since this project area is being annexed from the county to the city limits of Greenfield, there will be no impact to the public services provided by the Monterey County Sheriff's Office.

South End Annexation Project

City of Greenfield

Response to Comments on the Draft South End Annexation Supplemental Environmental Impact Report (DSEIR)

Introduction

As prescribed by State CEQA Guidelines Sections 15088 and 15132, the lead agency, the City of Greenfield, is required to evaluate comments on environmental issues received from persons who have reviewed the Draft SEIR and to prepare written responses to those comments. This document, together with the DSEIR (incorporated by reference in accordance with State CEQA Guidelines Section 15150), will comprise the Final Supplemental Environmental Impact Report (FSEIR) for this project. Pursuant to the requirements of CEQA, the City of Greenfield must certify the FSEIR as complete and adequate prior to approval of the project.

The South End Annexation DSEIR was circulated for public review from July 22, 2016, through September 5, 2016. The City of Greenfield received four letters or pieces of correspondence (attached) following the public review period. Letters were received from:

- Ohlone/Costanoan-Esselen Nation (Louise J. Miranda Ramirez, Chairperson)
- California Department of Transportation (Jillian Morales, Transportation Planner, District 5)
- Transportation Agency for Monterey County (Debra Hale, Executive Director, TAMC)
- Monterey County Sheriff's Office (Donna Galletti, via County of Monterey RMA – Planning)

Response to Comments

A summary of the comments and the City's responses are provided below.

<u>Ohlone/Costanoan-Esselen Nation</u>

The Ohlone/Costanoan-Esselen Nation (OCEN) objects to all excavation in known cultural lands, even when they are described as previously disturbed and of no significant archaeological value. OCEN's Tribal leadership requests to be provided with archaeological reports/surveys, including subsurface testing and presence/absence testing. OCEN requests to be included in any mitigation and recovery programs.

<u>City Response</u>

A cultural resources study was prepared for the 2006 DEIR (PMC, *Cultural and Paleontological Resources Section for the South End EIR*, January 2006). That programmatic analysis relied primarily on records searches and archival research from existing data sources. The EIR recognized that future project development could result in potentially significant impacts and included mitigation measures in the event that resources are encountered during construction.

In recognition of heightened sensitivity regarding cultural lands and recent legislation designed to enhance collaboration and consultation between local government and recognized tribes, the City of Greenfield has added the following requirement to the project as a condition of approval:

COA-25: Prior to grading or ground disturbance for any individual (non-agriculture) project within the annexation area, the applicant will prepare a site-specific archaeological report to supplement the 2006 research findings. The report will be provided to the City of Greenfield. The applicant will also provide the report and initiate consultation with OCEN representatives to discuss any specific recommendations made by the report.

Caltrans District 5

Caltrans' comments are summarized as follows: Caltrans supports local development and works with local jurisdictions on the transportation system; any development within the state right-of-way will require an encroachment permit; and any new development or intensification of land uses may impact the US 101 and Espinosa Road interchange, which may require significant improvements at the time of construction. Adequate setbacks for interchange improvements should be provided.

City Response

The City of Greenfield appreciates District 5's continued collaboration and coordination with the City and local project proponents regarding the shared vision of land use and transportation in south Greenfield. Mitigation measures included in the certified DSEIR are designed to respond to triggers to operational thresholds to local and state facilities, including the US 101/Espinosa Road interchange. Because this large land use program will not be constructed at one time, the City will continue to work with Caltrans regarding the optimal configuration and timing of future interchange improvements.

Transportation Agency for Monterey County (TAMC)

TAMC's comments are summarized as follows: TAMC supports regional and local impact fees as mitigation for transportation impacts; TAMC supports Caltrans' comments that significant improvements will be required for the US 101/Espinosa Road interchange over time and that coordination is required for planning the design of such improvements; the SEIR identifies an unavoidable impact to the US 101 mainline between Thorne Road and Oak Avenue; TAMC encourages the City to consider bicycle and pedestrian connectivity as a part of final circulation plans; and TAMC supports the use of roundabouts for intersection control.

City Response

Local and regional impacts fees are required by the City as mitigation for the project's impacts.

See response to Caltrans District 5 regarding coordinating improvements relative to the US 101/Espinosa Road interchange. The City also encourages coordination with Caltrans to develop improvement plans that meet local and regional circulation and design goals.

Regarding mainline US 101 impacts, the volumes of traffic predicted in the 2006 EIR assumed substantial growth within the city and a much more intensive development scenario than currently envisioned for the South End annexation area. Although impacts are anticipated to be less severe than originally predicted, the EIR nonetheless considers the possibility that operations could be constrained on US 101 in the future, as identified in the City's General Plan. The City will continue to collaborate with Caltrans for any project or planned improvement that affects the highway system.

Circulation plans and requirements in Greenfield west of US 101 include provisions for bicycle and pedestrian connections, particularly between the new (Scheid) residential subdivision and Greenfield High School. Crossing the highway will occur at existing bridge facilities. As land uses are predominantly highway commercial and heavy industrial east of the highway, the design and inclusion of bicycle and pedestrian facilities in this area must consider safety and predicted effectiveness during the design process. However, Greenfield's General Plan Circulation Element includes policies supportive of enhanced bicycle and pedestrian facilities. These measures are reflected in Mitigation Measures 3.11-7a and -7b, as well as 3.11-9a and -9b.

Attachment 4 – MMRP

MITIGATION MONITORING AND REPORTING PROGRAM

FOR THE

"SOUTH END" ANNEXATION PROJECT

SCH #2005121035

CITY OF GREENFIELD
Planning & Building Inspection Department
599 El Camino Real
Greenfield, CA 93927

Prepared by:

Michael Baker
INTERNATIONAL

SEPTEMBER 2016

PROGRAM CONTENTS

This mitigation monitoring and reporting program includes a brief discussion of the legal basis and purpose of the mitigation monitoring and reporting program, a key to understanding the monitoring matrix, and the mitigation monitoring and reporting matrix itself.

LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING PROGRAM

Public Resource Code (PRC) 21081.6 requires public agencies to adopt mitigation monitoring or reporting programs whenever certifying an environmental impact report or mitigated negative declaration. This requirement facilitates implementation of all mitigation measures adopted through the California Environmental Quality Act (CEQA) process.

The Governor's Office of Planning and Research advisory publication, Tracking CEQA Mitigation Measures, provides local governments basic information and practical advice concerning compliance with mitigation monitoring and reporting programs. Correspondingly, this document incorporates the suggestions contained within the advisory publication and from research on similar monitoring programs.

MONITORING MATRIX

The following pages provide a series of tables identifying the mitigation measures proposed specifically for the proposed project. These mitigation measures are derived from the certified South End Sphere of Influence Amendment Project Final Environmental Impact Report (2006), as modified by the South End Annexation Supplemental EIR (June 2016). The columns within the tables have the following meanings:

Mitigation Measure: Provides the text of the Mitigation Measure identified in the Environmental Impact Report(s).

Responsible Party: References the person, party or agency (usually the applicant) responsible for implementation of the required measure.

Monitoring/Reporting By: Identifies whom the monitoring, verification and/or reporting will be completed by. This is usually one or more departments within the City of Greenfield, but may include other responsible agencies.

Timing/Frequency: Identifies at what point in time during review process, permit process, or phase of the project the measure will be completed.

Final Clearance These columns will be initialed and dated by the individual

Date: designated to verify adherence to project specific mitigation.

Comments: This column is reserved for any additional explanation or notes made during compliance monitoring, if necessary.

The Mitigation Measures in the matrix represent the final version of the measures to be considered by the City Council.

NONCOMPLIANCE

Any person or agency may file a complaint asserting noncompliance with the mitigation measures associated with the project. The complaint shall be directed to the City of Greenfield in written form providing specific information on the asserted violation. The City of Greenfield shall initiate an investigation and determine the validity of the complaint; if noncompliance with a mitigation measure has occurred, the City shall initiate appropriate actions to remedy any violation. The complainant shall receive written confirmation indicating the results of the investigation or the final action corresponding to the particular noncompliance issue.

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
AESTHETICS AND VISUAL RESOURCES						
MM 3.1-3	Prior to approval of final maps for each phase of development, the project applicant shall prepare and submit to the City detailed exterior lighting plans that indicates the location and type of lighting that will be used. Exterior lighting shall specify type and maker, and demonstrate a non-intrusive quality (incorporate baffles and lens cut-offs to direct lighting downward lighting) while still providing an adequate amount of light for safety and/or security. Each applicant shall not position night lighting to illuminate areas beyond the site boundaries, but shall place lights or install shielded lights to illuminate only the area of concern.	Applicant	City of Greenfield Community Services Department	Prior to approval of final maps		
MM 3.1-4a	Landscape plans shall be submitted for all specific development proposals within the project site and shall indicate landscape details such as planting plans, plant palettes, and landscape features. Landscape plans shall be prepared by a licensed landscape architect, and shall include design themes and concepts consistent with the goals of the Gateway Overlay designation. The landscape criteria shall be reviewed and approved by the City and incorporated into the final subdivision map(s) and future site plans for the project.	Applicant	City of Greenfield Community Services Department	In conjunction with specific development proposals or applications		
MM 3.1-4b	Utility lines shall be placed underground as required by City policy to minimize the visual impacts of man-made elements at the project site. The City Engineer shall review and approve the applicant's utility improvement plans.	Construction Contractor	City of Greenfield Community Services Department	During construction		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
MM 3.1-4c	As a component of individual applications for development projects within the annexation area, applicants will submit detailed project design information to allow the City to make a determination of consistency with the Gateway Overlay designation. Such information shall contain detailed site plans, information regarding the project's proposed visual amenities, setbacks, signage and monumentation, additional landscape detail, proposed architectural schemes, architectural elevations, and visual simulations from Highway 101.	Applicant	City of Greenfield Community Services Department	At Application		
AGRICULTURAL RESOURCES						
MM 3.2-2a	The project applicant shall demonstrate adequate land use separation on all site plans and applications for subdivision, consistent with the provisions of the MOA. Residential subdivisions shall demonstrate a 100-foot minimum land use buffer between the edge of all active agricultural fields or vineyards and either the rear property lines of lots or the front façade of residential structures. Distances comprising the buffer may include roadway rights of way, easements, landscaping, and other uninhabited uses, and may be reduced if it can be demonstrated that a narrower distance will provide effective separation. Ultimate design and consideration of setbacks will be subject to review and approval by the City of Greenfield, pursuant to the City's Interim Agricultural Buffer Program, as well as Monterey County LAFCO, during the formal annexation review process.	Applicant	City of Greenfield Community Services Department County of Monterey (for 51.6 acre minor subdivision)	At application submittal for individual subdivisions or development proposals		
MM 3.2-2b	Consistent with notification required by Monterey County as a component of the Right-to-Farm Ordinance, the applicant shall record a Right-to-Farm notification statement to run with the title as disclosure and notice in deeds at the time of transfer or sale of all properties within 2,000 feet of agricultural land, agricultural operations or	Applicant	City of Greenfield Community Services Department	Recorded with Final Maps		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
MM 3.2-2b (cont.)	agricultural processing facilities or operations. The statement shall inform any future property owners of the continuation of agricultural activities in the area and shall disclose the potential effects of agricultural activities on adjacent land uses to future project residents.					
MM 3.2-3	Prior to LAFCO's recordation of a Certificate of Completion for the annexation of the Franscioni property (APN 221-011-017), and prior to approval of any development rights or permits on the property issued by the City, the project applicant shall demonstrate that the Williamson Act Easement Exchange Program (WAEEP) has been successfully completed and that the permanent agricultural conservation easements have been established or are imminent to the satisfaction of the California Department of Conservation, County of Monterey**,** and the Monterey County Ag Land Trust (formerly the Monterey County Agricultural and Historical Land Conservancy). The applicant shall comply with the requirements set forth in the Department of Conservation's Williamson Act Easement Exchange Program and provide adequate evidence, as determined by the City Planning Director, that the requirements have been met. Additional acreage to be converted within the project including the Scheid lands (approximately 138 acres) shall establish similar permanent agricultural conservation easements on a minimum 1:1 ratio of farmland converted, consistent with the MOA. Prior to annexation of Scheid properties, the Scheid applicants shall demonstrate to the City and LAFCO that conservation easement contracts are in place on their 230 acres of proposed mitigation land.	Applicant	City of Greenfield Community Services Department (confirmation) County of Monterey, LAFCO, Ag Land Trust, California DOC (to verify as complete)	Prior to LAFCO's recordation of a Certificate of Completion for the annexation and prior to approval of any development rights or permits on the property issued by the City		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
MM 3.2-4	The project applicant(s) will contribute and participate toward any agriculture mitigation fee or similar mitigation program as adopted and recognized by the City of Greenfield in place at the time that building permits are pulled.	Applicant	City of Greenfield Community Services Department	At the time that building permits are pulled		
AIR QUALITY						
MM 3.3-1	Best-available control measures (BACM) shall be required during site preparation and construction of proposed land uses. When tentative subdivision maps are submitted and prior to approval of building permits, a construction emissions reduction plan (CERP) shall be prepared, for review by the MBUAPCD, to reduce construction-generated fugitive and mobile-source emissions. The MBUAPCD shall be consulted to determine BACM to be implemented to minimize impacts to nearby sensitive receptors. Measures to be included in the CERP prepared for this project, as currently recommended by the MBUAPCD, include but are not limited to the following: **Fugitive Dust** a. Water all active construction areas at least twice daily. Frequency should be based on the type of operation, soil and wind exposure; b. Prohibit all grading activities during periods of high wind (over 15 mph); c. Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days); d. Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut and fill operations and hydroseed areas;	Applicant / Contractor	City of Greenfield Community Services Department	During Construction		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
MM 3.3-1 (cont.)	e. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least 2 feet of freeboard. f. Replant vegetation in disturbed areas as quickly as possible. g. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles, such as dirt, sand, etc. h. Sweep daily, with water sweepers, all paved access roads, parking areas and staging areas at construction sites. i. Sweep streets daily, with water sweepers, if visible soil materials are carried onto adjacent public streets. j. Limit traffic speeds on unpaved roads to 15 mph. k. Install sandbags or other erosion control measures to prevent silt runoff to public roadways. l. Limit areas of active disturbance to no more than 2.2 acres per day for initial site preparation activities that involve extensive earth-moving activities (grubbing, excavation, rough grading), or 8.1 acres per day for activities that involve minimal earth moving (e.g., finish grading). **Mobile / Stationary Source Emissions** m. Diesel equipment used onsite should be year 2003, or newer, equipped with emission control technology (e.g., diesel-oxidation catalyst), or use alternative fuels (e.g., biodiesel) that sufficiently reduces diesel-exhaust emissions at nearby receptors to within acceptable levels, as defined by the MBUAPCD. For equipment retrofitted to operate with diesel exhaust emissions control technology,					

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
MM 3.3-1 (cont.)	the CERP shall include verification of installation or presence of these devices for review by the MBUAPCD. n. To the extent feasible, construction equipment shall not be left idling o. Limit the pieces of equipment used at any given time p. Minimize the use of diesel-powered equipment (i.e., wheeled tractor, wheeled dozer) q. Limit hours of operation for heavy-duty equipment r. Undertake project during non-ozone season s. Stationary equipment shall be placed at the furthest feasible distance from nearby residences Post a publicly visible sign which specifies the telephone number and person to contact regarding emissions-related complaints. This person shall respond to complaints and take corrective action within 48 hours. The phone number of the Monterey Bay Unified Air Pollution Control District shall be visible to ensure compliance with Rule 402 (Nuisance).					
MM 3.3-3	The project applicant shall implement MBUAPCD-recommended mitigation measures to the extent practical. Prior to approval of building permits, the MBUAPCD shall be consulted to determine applicable measures to be implemented to reduce long-term operational emissions associated with proposed land uses. The City of Greenfield will review proposed tentative maps and improvement plans to identify emission reduction measures incorporated into the project. City Staff may recommend additional measures as practical and feasible. Measures currently recommended by the MBUAPCD include the following Commercial and Industrial Uses:	Applicant / Contractor	City of Greenfield Community Services Department Monterey Bay Unified Air Pollution Control District	Demonstrate on tentative maps		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
MM 3.3-3 (cont.)	Highway Commercial and Industrial Uses: a. Provide preferential carpool/vanpool parking spaces b. Implement a parking surcharge for single occupant vehicles c. Provide facilities that encourage the use of alternative transportation sources (e.g., public transportation, bicycle and pedestrian access), such as transit bus pullouts shelters, and onsite showers, lockers and bicycle storage/parking. d. Provide onsite child care centers e. Develop park-and-ride lots f. Employ a transportation/rideshare coordinator g. Implement a rideshare program h. Provide incentives to employees to rideshare or to take public transportation i. Implement compressed work schedules j. Implement a telecommuting program Residential Uses: k. Use EPA-certified or gas-fired fireplaces l. Provide pedestrian sidewalks and bicycle paths that link to adjacent land uses and external networks m. Incorporate energy-efficient appliances into residential uses All Uses: n. Orient buildings to minimize heating and cooling needs o. Provide shade trees to reduce cooling needs p. Include energy-efficient lighting systems					

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
	q. Include solar water heaters or centralized water heating systems Increase insulation beyond Title 24 requirements to minimize heating and cooling needs.					
BIOLOGICAL RESOURCES						
MM 3.4-1 **MM 3.4-1 (cont.)**	If proposed grading, site preparation, or construction activities are planned to occur during the nesting seasons for local avian species (typically March 1st through August 31st), the project applicant shall, prior to issuance of grading or building permits, retain a qualified biologist approved by the City of Greenfield to conduct a focused survey for active nests of raptors and migratory birds within and no less than 100-feet outside project boundaries, where possible, of the construction area, no more than 30 days prior to ground disturbance. If an active nest is located during preconstruction surveys, USFWS and/or DFG (as appropriate) shall be notified regarding the status of the nest. Furthermore, construction activities shall be restricted, as necessary, to avoid disturbance of the nest until it is abandoned or the biologist deems disturbance potential to be minimal. Restrictions may include establishment of exclusion zones (no ingress of personnel or equipment at a minimum radius of 100-feet around the nest) or alteration of the construction schedule. No action is necessary if construction occurs during the nonbreeding season (generally September 1st through February 28th).	Applicant / Qualified Biologist	City of Greenfield Community Services Department	Prior to issuance of grading permits, and no more than 30 days to earthwork		
MM 3.4-2	During construction activities the project applicant shall use 'best management practices' to ensure no incidental take of San Joaquin kit fox occurs during construction or from project-related activity onsite. The recommended measures (as outlined in the USFWS Standardized	Applicant/ contractor	City of Greenfield Community Services Department	During construction activities		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
MM 3.4-2 (cont.)	Recommendations for Protection of the San Joaquin Kit Fox Prior to or During Ground Disturbance [June 1999]) include: a. Restrict project-related vehicle traffic to established roads or other designated areas onsite. Vehicles should observe a 20-mile per hour speed limit in all project areas (except on paved pre-existing roads with an established speed limit). Off-road traffic outside of the designated project areas should be prohibited; b. To the extent possible, night-time construction should be minimized; c. All excavated, steep-walled holes or trenches more than two feet deep shall be covered at the close of each working day by plywood or similar materials or provided with one or more escape ramps constructed of earth fill or wooden planks. Before such holes or trenches are filled, each shall be thoroughly inspected for trapped animals that should be allowed to escape before proceeding; d. All construction pipes, culverts, or similar structures with a diameter of 4-inches or greater that are stored open onsite for one or more nights shall be thoroughly inspected for animals before the pipe is subsequently buried, capped, or otherwise used or moved in any way; e. All food-related trash items, such as wrappers, cans, bottles, and food scraps, shall be disposed of in closed containers and removed at least once a week from the project site; f. No firearms shall be allowed on the project site g. No pets (i.e., dogs, cats, etc.) shall be permitted on-					

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
	site; h. Use of rodenticides and herbicides in project areas shall be prohibited. If rodent control must be conducted, zinc phosphide is preferred because of a proven (and recognized by the USFWS) lower risk to kit fox. Furthermore, the applicant shall retain a qualified biologist to present the importance of following best management practices to reduce impacts to possible fox (as well as other sensitive species) during project implementation. A fact sheet conveying this information shall be prepared by the biologist and distributed to any personnel who may enter the project site. Should a kit fox be found onsite, the biologist shall be notified immediately in order to outline additional avoidance measures that should be implemented as well as consult with regulatory agencies.					
CULTURAL RESOURCES						
MM 3.5-1a **MM 3.5-1a (cont.)**	Should any previously undisturbed cultural, historic or archaeological resources be uncovered in the course of site preparation, clearing or grading activities, all operations within 150 feet of the find shall be halted until such time as a qualified professional archaeologist can be consulted to evaluate the find and recommend appropriate action. If the find is determined to be significant, appropriate mitigation measures shall be formulated and implemented.	Applicant / Qualified Archaeologist	City of Greenfield Planning & Building Inspection Department	During construction activities		
MM 3.5-1b	In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner	Applicant/ Contractor	City of Greenfield Community Services Department	During grading and excavation activities		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
	of Monterey County has determined whether the remains are subject to the coroner's authority. This is in accordance with Section 7050.5 of the California Health and Safety Code. If the human remains are of Native American origin, the coroner must notify the Native American Heritage Commission within 24 hours of identification. Pursuant to Section 5097.98 of the Public Resource Code, the Native American Heritage Commission will identify a "Native American Most Likely Descendent" to inspect the site and provide recommendations for the proper treatment of the remains and any associated grave goods.					
MM 3.5-2	As a condition of project approval if any paleontological resources (fossils) are discovered during ground disturbing construction activities, all work in the immediate vicinity must stop and the City of Greenfield shall be immediately notified. A qualified paleontologist shall be retained to evaluate the finds and recommend appropriate mitigation measures for the inadvertently discovered paleontological resources.	Applicant/ Contractor	City of Greenfield Community Services Department	During grading and excavation activities		
GEOLOGY, GEOLOGICAL HAZARDS						
MM 3.6-1a	All future development within the APN 221-011-017 shall comply with the recommendations identified in the Geotechnical Report prepared by Twining Laboratories, October 2005, or as required by any subsequent geotechnical report. These recommendations include, but are limited to, the following: 1. All buildings footings should have a minimum depth of 18 inches (24 for a two story building) below rough pad grade or adjacent exterior grade, which ever is lower. 2. Additional borings should be performed and data	Applicant	City of Greenfield Community Services Department (plan review) City Engineer/Public Works Director (plan review/adequacy)	Demonstrate on final improvemen t plans		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
	regarding the proposed structural loads should be provided in buildings at the proposed site. Additional design level geotechnical site investigations are necessary to prepare design level recommendations and to meet individual tenant requirements for geotechnical investigations. All final engineering and improvement plans shall be prepared in accordance with City of Greenfield standards and shall be submitted to the City Engineer and Public Works Director for approval.					
MM 3.6-1b	As part of any subsequent application for development of APNs 221-011-071, 018 and 221-011-068, the Applicant shall submit a Geotechnical Report prepared by a qualified professional for review and approval by the City of Greenfield. The geotechnical report shall include comprehensive geologic, seismic, and/or soils and engineering evaluations. Recommendations of the report and specific construction performance criteria shall be incorporated into the final building plans, subject to review and approval by the Greenfield Building and Planning Department.	Applicant	City of Greenfield Community Services Department	Report submittal with specific development /permit applications Report performance criteria to be shown on final maps		
MM 3.6-5	The project applicant shall obtain laboratory testing to determine what corrosion-resistant materials are needed for project construction. The applicant shall submit evidence of compliance to the City of Greenfield prior to issuance of building permits.	Applicant	City of Greenfield Planning & Building Inspection Department	Prior to the issuance of building permits		
HAZARDS / RISK OF UPSET						
MM 3.7-2	As part of the application submittal for subsequent site development plans within the project area, each project applicant shall have a qualified engineer conduct a Phase II Soil Investigation. (For parcels 221-011-071 and –018, both a Phase I and Phase II will be required). The	Applicant	City of Community Services Department	In conjunction with application submittal		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
	Phase II ESA shall assess whether soils on the project site were contaminated by storage or use of hazardous chemicals including pesticides. The Phase II study shall also ensure that the oil well on APN 221-011-017 was capped and abandoned consistent with current Federal, State and local requirements. To the extent that soil contamination is detected during the Phase II Investigation, the applicant shall develop a remediation program in consultation with the California Department of Toxic Substances Control to address any identified contamination hazard, if present. The approved remediation program shall be prepared and submitted prior to approval of final maps. The applicant shall demonstrate compliance with the recommendations and remedial measures as part of final improvement plans.					
MM 3.7-3 **MM 3.7-3 (cont.)**	During the project review and analysis process for subsequent site-specific applications, the applicant shall provide evidence that all contaminants and contaminant sources have been addressed in a manner that removes the health hazards from the site in accordance with applicable regulations. Specifically, the applicant shall demonstrate that all issues identified through Phase I and Phase II ESAs have been addressed through implementation of the environmental expert's recommendations. Specific measures shall include, but not be limited to the following: a. All on-site water wells shall be properly abandoned according to the regulations of the California Department of Water Resources. b. Any subsurface pipelines encountered during site preparation or construction shall be examined by a qualified professional for the possible presence of asbestos. If the subsurface pipelines contain	Applicant	City of Greenfield Community Services Department	Phase I and Phase II reports: with application; Proof of remediation: prior to building permits		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
	asbestos, the applicant shall have them removed, transported and disposed of in accordance with the local, county and state regulations. c. Prior to the issuance of a demolition permit and/or conducting any repair, renovation, or demolition work on any on-site structures, the project applicant shall have a qualified professional conduct an asbestos survey and implement the recommendations of that survey. d. Any existing septic tank found on the project site shall be abandoned in accordance with California Department of Water Resources guidelines and the County of Monterey requirements. e. During excavation or throughout any part of the development process the project applicants shall remove and dispose of any additional hazardous materials and/or petroleum products in accordance with local, state and federal guidelines. f. All areas with stains, leakage or noticeable odors shall be analyzed for subsurface contamination by a qualified professional in accordance with MM 3.7-2. g. The project applicant for development on APN 221-011-068 shall remove and dispose of the tank labeled "sulfuric acid" and its contents located on the western portion of parcel. The tank shall be removed and disposed of in accordance with local, state and federal regulations. If there is any evidence of leakage or staining around the tank the applicant should have the area analyzed for contamination by a qualified professional consistent with MM 3.7-2.					
MM 3.7-3	Prior to the reuse of property containing the 32 soil piles found on APN 221-011-017, the project applicant shall					

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
(cont.)	have the piles sampled for constituents of concern during the Phase II ESA required by MM3.7-2. If the soil piles are not to be used in the future development of the project site they should be removed in accordance with local, state and federal guidelines.					
MM 3.7-4a	As part of subsequent project application submittals, specific industrial and highway commercial users and/or tenants shall be identified. As specific industrial and highway commercial users are proposed and become known, the environmental review conducted for use permits and other entitlements shall address the location and potential impact of such use upon surrounding land uses. Heavy industry and highway commercial projects that pose a potential risk to surrounding land uses shall be located through site planning to minimize land use conflicts.	Applicant	City of Greenfield Community Services Department	Prior to issuance of use permits		
MM 3.7-4b	Handling and/or storage of hazardous materials associated with future uses shall take place in accordance with the requirements of the Monterey County Health Department Environmental Health Division and the California Department of Toxic Substances Control.	Commercial and Industrial Tenants	City of Greenfield Community Services Department (verification) Monterey County Health Department,	On going		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
MM 3.7-4b (cont.)			Environmental Health Division (advisory) California Department of Toxic Substances Control (advisory)			

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
DRAINAGE AND WATER QUALITY						
MM 3.8-1a	At the time of submittal of subsequent applications to develop the subject properties, the applicant shall provide a detailed drainage concept plan that adequately accommodates increased runoff. On the west side of the highway, basin plans shall be designed handle residential runoff and to avoid adding runoff to State drainage facilities at Highway 101. The City recommends that basin location be placed at the eastern end of the parcel to take advantage of existing slope, and to provide additional separation between residential uses, the Highway and El Camino Real. The project applicant for any proposed development located on the east side of Highway 101 shall also provide a detailed drainage concept plan which addresses runoff from the proposed highway commercial and industrial uses. The drainage concept plans for all areas shall be designed to contain 100-year storm events on-site and shall include: detailed hydrologic modeling that considers land use, existing facilities, soil, and topographic data; erosion control and best management practices, descriptions of proposed flood control facilities; compliance with waste discharge requirements; phasing and implementation; identification of the entity that is responsible for facility design and construction, Clean Water Program compliance, and facility maintenance. The detailed drainage concept plans shall be consistent with all current local and State requirements, and subject to review and approval by the Public Works Director and City Engineer.	Applicant	City Engineer	In conjunction with submittal of subsequent applications		
MM 3.8-1b	Where possible the retention basin should be developed to provide additional recreation benefits for the City; as such, retention basins over five acres in size shall be	Applicant	City Engineer / Public Works Department	In conjunction with		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
	designed for multiple uses such as parks and playing fields when not used for holding water. All tentative maps and drainage improvements shall be subject to approval by the City Engineer and Public Works Director.			tentative map submittals		
MM 3.8-1c	In accordance with current State regulations, all future development resulting in grading or excavation, which disturbs five acres or more, shall require coverage under the NPDES General Permit. The discharger shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP) and shall otherwise comply with all standards and regulations as required by the State Water Resources Control Board.	Applicant	City Engineer	In conjunction with final map submittals		
MM 3.8-3	All drainage and erosion control plans submitted in compliance with MM 3.8-1a through 3.8-1c shall incorporate temporary measures effective from October 1 through March 31 that ensure eroded or exposed soils are maintained on-site during construction.	Applicant	City Engineer	In conjunction with final map submittals		
LAND USE AND PLANNING						
MM 3.9-3	The application for annexation of the Scheid West parcel shall also include annexation of the "NH3 Service Company" parcel.	Applicant	City of Greenfield Community Services Department	In conjunction with application submittal		
NOISE						
MM 3.10-1a	To reduce the effects of construction noise, the applicant shall require construction contractors to: 1. Limit high noise-producing activities to the least noise-sensitive times of day and week (e.g., 7:00 am to 6:00 pm, Monday through Friday); 2. locate construction equipment and equipment staging areas at the furthest distance possible form nearby	Applicant / Contractor	City of Greenfield Community Services Department /Project Applicant(s)	During construction activities		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
	noise sensitive land uses; 3. Properly maintain construction equipment, equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation; and 4. When not in use, motorized construction equipment shall not be left idling.					
MM 3.10-1b	During construction activities on APN 221-011-068, located west of Highway 101, the project applicant shall have construction contractors place temporary acoustic barriers (vinyl noise curtains or walls) along the northern boundary sufficient to shield nearby classrooms from noise-generating construction activities.	Applicant / Contractor	City of Greenfield Community Services Department	During construction activities		
MM 3.10-2 **MM 3.10-2 (cont.)**	Prior to approval of subsequent development applications, the project applicant shall have site specific acoustical analyses conducted to determine predicted noise impacts attributable specifically to the proposed project, taking into account site-specific conditions (e.g., site design, location of structures, specific use, building characteristics). The acoustical analysis shall evaluate stationary and mobile source noise attributable to the proposed uses, exposure of noise-sensitive land uses to existing noise sources, and quantify project-related impacts to nearby noise-sensitive land uses, in comparison to adopted City of Greenfield noise standards. Mitigation measures shall be identified to reduce project-related noise impacts at noise-sensitive receptors. Suggested mitigation measures include, but are not limited to, the following: a. Use of increased noise-attenuation measures in building construction (e.g., dual-pane, sound-rated windows; mechanical air systems; exterior wall	Applicant	City of Greenfield Community Services Department	Prior to the approval of subsequent development applications		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
	insulation, etc.); b. Locating mechanical equipment (e.g., air conditioning and ventilation systems, pump stations, etc.) within rear-yard areas and/or provide shielding from nearby existing and proposed noise-sensitive land uses; c. Limit noise-generating operational activities associated with the proposed commercial land uses, including truck deliveries and the loading and unloading of materials to daytime hours; d. Include noise-reduction features (e.g., sound walls, truck-to-dock seals, increased setback distances/shielding) in the design of loading docks at commercial land uses; e. Construction of sound walls between noise-generating land uses and neighboring residential development. f. Limit landscape maintenance activities to the least noise-sensitive daytime hours (e.g., 7 a.m. to 7 p.m.); and g. Limit the use of amplified sound systems or public address systems associated with commercial or industrial uses to the least noise-sensitive daytime hours (e.g. 7 a.m. to 7 p.m.).					
MM 3.10-4	The project applicant for the residential portion of the project site shall include noise barriers to shield the planned residential dwelling units proposed for construction west of Highway 101. The barriers would act to shield proposed uses from transportation and non-transportation noise sources, barriers would likely be required along eastern boundary of the parcel, parallel to El Camino Real, and along the property line adjoining	Applicant	City of Greenfield Community Services Department	Demonstrate on Tentative Map		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
	Greenfield High School. In general, a noise barrier constructed of sufficient density (approximately 20 kilograms/square meter minimum) can achieve a five dBA noise level reduction when it is tall enough to break the line-of-sight from the noise source to the receiver. Barriers can achieve an approximate 1.5 dBA additional noise-level reduction for each meter of increased height. Openings in noise walls for connections to adjoining land uses or roadways substantially reduce the effectiveness of barriers. Noise barriers provide no attenuation for receptors that rise above the barrier, such as multi-story residential buildings. The specific noise-reduction features should be implemented in the final site design for the residential portion of the project. Implementation of the above mitigation measure along with **MM 3.10-2** would be effective in reducing interior noise levels of new residential development to **less than significant** levels. In addition site planning opportunities exist at the proposed residential development, to set back the location of the residential uses from Highway 101 by possibly placing the storm water detention basin for the parcel between the Highway and residential uses.					
TRAFFIC AND CIRCULATION						
MM 3.11-1	The project is responsible for widening and other improvements at the two-way stop controlled intersection at the El Camino Real/Espinosa Overpass/High School Driveway. The intersection shall be widened to include a northbound right turn lane and signalization. With these improvements, the intersection will operate at LOS B. All improvements are the responsibility of the project, and shall be complete prior to first occupancy.	Applicant	City of Greenfield Community Services Department	Prior to Occupancy		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
MM 3.11-2	The project is responsible for widening and other improvements at the intersection of El Camino Real south/Highway 101 NB Ramps/Patricia Lane. Required improvements include a separate westbound right turn lane and signalization. The Highway 101 NB on- and off-ramp shall be lengthened via auxiliary lanes to accommodate the increase in traffic volumes and to bring the ramps to Caltrans standards. With these improvements the intersection will operate at LOS B in the AM peak hour and LOS C in the PM peak hour. All improvements are the responsibility of the project, and shall be complete prior to first occupancy.	Applicant	City of Greenfield Community Services Department	Prior to Occupancy		
MM 3.11-4a	The project shall be responsible for providing a new interchange at Highway 101 and Espinosa Road, including all related ramp improvements, lane configurations and necessary right of way acquisition as specified in the Traffic Impact Analysis (Higgins Associates, February 2006). The interchange shall be required at such time as traffic trips associated with project development warrant the improvement. As the interchange is not warranted without the project, the project shall fund the cost of the interchange up front until such time as reimbursement agreements, bonds, fees or other shared funding options are put in place by the City of Greenfield.	Applicant	City of Community Services Department Project Applicant (traffic improvement data/warrants)	Traffic threshold data to be provided to City with individual development applications to determine timing triggers for specific improvements Payment of development impact fees/ improvement costs prior to building permits		
MM 3.11-4b	The project shall be responsible for fair share contribution toward a series of planned intersection improvements as identified within the Greenfield General Plan Circulation	Applicant	City of Greenfield Community Services	Payment of traffic impact fees prior to the		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
	Element. Fifteen intersections, as identified in the Traffic Impact analysis (Higgins Associates, February 2006) are significantly affected by project buildout. The project shall contribute fair share funding toward these intersection improvements through payment of traffic impact fees prior to issuance of building permits. If the project triggers these improvements, the project may also be required to provide up front funding until such time as reimbursement agreements, bonds, fees or other shared funding options are put in place by the City.		Department	issuance of building permits		
MM 3.11-5	The project shall be responsible for fair share contribution toward a series of planned intersection improvements as identified within the Greenfield General Plan Circulation Element. Fifteen intersections, as identified in the Traffic Impact analysis (Higgins Associates, February 2006) are significantly affected by project buildout. The project shall contribute fair share funding toward these intersection improvements through payment of traffic impact fees prior to issuance of building permits. If the project triggers these improvements, the project may also be required to provide up front funding until such time as reimbursement agreements, bonds, fees or other shared funding options are put in place by the City.	Applicant	City of Community Services Department /Project Applicant(s)	Payment of traffic impact fees prior to the issuance of building permits		
MM 3.11-6a	Detailed site planning within the South End SOI area shall accommodate plans for the expanded roadway network and "loop" connection system. Circulation planning shall be conducted in consultation with the Director of Public Works at the time of application submittal, and shall be consistent with the Circulation Element. Any project requiring the expanded roadways will be required to dedicate right of way and construct roads to City standards.	Applicant	City of Greenfield Community Services Department and Director of Public Works	In conjunction with application submittal		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
MM 3.11-6b	Prior to the City's application to LAFCO to amend the SOI, the project applicant shall contribute a share of the costs associated with updating the General Plan Circulation Element, as the update is required as a direct result of the project. Appropriate share will be determined by the City of Greenfield.	Applicant	City of Community Services Department	SOI update is complete		
MM 3.11-6c	Immediately upon approval of the project by the City of Greenfield, the applicant shall fund the full cost of updating the City's traffic impact fee program, as the update is required as a direct result of the project.	Applicant	City of Greenfield Community Services Department	Upon approval of the project		
MM 3.11-7a	The project applicant(s) shall design and construct adequate bicycle facilities including lanes, routes, or paths in compliance with the Greenfield General Plan and current Zoning Ordinance. The design and location of bicycle facilities will be demonstrated as part of future application submittals and subject to review by the City of Greenfield.	Applicant	City of Greenfield Community Services Department	Show on application; Implement during construction		
MM 3.11-7b	Applicants shall construct sidewalks along project frontages, entrances, Espinosa Road and along the interior street of the proposed residential development as required by City standards. Project and subdivision design shall emphasize pedestrian connectivity between land uses by utilizing trails and pathways in project design.	Applicant	City of Greenfield Community Services Department	Show on application; Implement during construction		
MM 3.11-9a	The project applicant(s) shall design and construct adequate bicycle facilities including lanes, routes, or paths in compliance with the Greenfield General Plan and current Zoning Ordinance. The design and location of bicycle facilities will be demonstrated as part of future application submittals and subject to review by the City of Greenfield.	Applicant	City of Greenfield Community Services Department	Show on application; Implement during construction		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
MM 3.11-9b	Applicants shall construct sidewalks along project frontages, entrances, Espinosa Road and along the interior street of the proposed residential development as required by City standards. Project and subdivision design shall emphasize pedestrian connectivity between land uses by utilizing trails and pathways in project design.	Applicant	City of Greenfield Community Services Department	Show on application; Implement during construction		
MM 3.11-11	As more detailed planning involving specific physical infrastructure improvements are made available, such improvements shall undergo additional CEQA review either as stand alone projects or as components of specific development projects. All mitigation as required by that review shall be imposed upon the construction and implementation of needed infrastructure improvements.	Applicant	City of Greenfield Community Services Department	In conjunction with more detailed planning involving specific physical infrastructure improvements		
PUBLIC SERVICES AND UTILITIES						
MM 3.12-2	Prior to approval of the first subsequent tentative or subdivision map associated with project development, the applicant shall provide water system infrastructure plans for the entire project area to the City of Greenfield for review an approval. Water system plans shall provide detail regarding location, connections, pressure and the phased extension of the water system. All water system plans shall be developed in coordination with the City. The applicant will be responsible for construction of system extension, and/ or payment of impact fees as determined by the City to fund the extension. Construction of these improvements would result in typical construction impacts as part of the development of the proposed project. Those impacts would be resolved through mitigation of other construction impacts	Applicant	City Engineer	Prior to approval of the first subsequent tentative or subdivision map		

Mitigation Number	Mitigation Measure	Responsible Party	Monitoring/Reporting Done By	Timing/ Frequency	Final Clearance Date	Comments
	and will be subject to compliance with City regulations.					
MM 3.12-3	The applicant for the first development proposed within the annexation area shall be required to design and construct wastewater collection system improvements to adequately serve the entire annexation area, in accordance with City specifications for such improvements. These improvements shall be shown on all subdivision maps and development plans for the annexation area and shall be submitted to the City Engineer for review and approval. Construction of these improvements would result in typical construction impacts as part of the development of the proposed project. Those impacts would be resolved through mitigation of other construction impacts and will be subject to compliance with City regulations.	Applicant	City Engineer	In conjunction with the application submittals		
MM 3.12-6	Prior to Final Map approval, the project applicant shall obtain and submit a "will-serve" letter from PG&E.	Applicant	City of Greenfield Community Services Department	Prior to Final Map approval		
MM 3.12-9	In accordance with Policy 7.7.2 of the Greenfield General Plan, the project Applicants' within the proposed annexation area shall cumulatively dedicate at least 4.46 acres for improved parks and recreation purposes, and shall contribute fees in-lieu of dedicated open space, in an amount determined as appropriate by the City.	Applicant	City of Greenfield Community Services Department	Demonstrate on development plans Pay fees prior prior to building permits		

ATTACHMENT 5 – CONDITIONS OF APPROVAL

CITY OF GREENFIELD
STANDARD CONDITIONS FOR CONSTRUCTION

GENERAL

1. The project applicant shall execute the City's standard Processing Agreement for payment of costs of development and permit applications whereby the applicant agrees to reimburse the City for all costs incurred by the City in processing development applications, project approval, plan check, permit issuance, inspection, project close-out, and all other costs and expenses incurred by the City in processing, approving, inspecting, and implementing the development project.

2. The applicable mitigation measures which are contained in any Initial Study, Mitigated Negative Declaration, Environmental Impact Report, Mitigation Monitoring and Reporting Program, or other document prepared, issued, and certified in compliance with the requirements of the California Environmental Quality Act (CEQA) for or relating to this project shall be considered additional conditions of approval for this project, and are hereby incorporated by reference.

3. The project applicant shall comply with all of the provisions of any approved Vesting Tentative Map, Final Map, or Parcel Map, all pertinent provisions of the Municipal Code, including, but not limited to applicable provisions of Title 16 "Subdivisions" and Title 19 "Impact Mitigation Fees" for sewer, water, traffic and police services, as well as payment to the School District for school impact fees. No permits or work shall commence on the subject property until approval of the final map unless otherwise approved by the City Engineer and Building Official.

4. The use shall be conducted in compliance with all appropriate Local, State, and Federal laws and regulations, and in conformance with the approved plans.

5. The issuance of a permit or approval of plans and specifications shall not be construed as a permit or an approval of any work that violates the Greenfield Municipal Code.

6. Modifications to the project or to the conditions imposed may be considered in accordance with the City Zoning Ordinance. All revisions shall be submitted to the Building Department prior to field changes and are to be clouded or otherwise identified on the plans submitted with the request for modification.

7. Minor plan changes shall be subject to review and approval by the Planning Director and City Engineer prior to implementation. Major plan changes may also require review and approval of the Planning Commission and/or City Council. The Planning Director shall determine whether review and approval by the Planning Commission and/or City Council is required.

8. A note shall be placed on the plans stating that all utilities shall be placed underground and any associated easements for utilities shall be shown on the Final Map or Grant Deed.

9. Permanent monuments shall be furnished and installed by the applicant as required by the Director of Public Works and detailed in Section 16.20.050 of the Municipal Code.

10. Damage to public roads caused by construction of applicant's project shall be repaired to the satisfaction of the Public Works Department at the applicant's expense prior to final building inspection. The project applicant shall post a bond to secure payment for damage to a city street caused by construction activity in connection with work authorized by the permit. The Public Works Department may waive this requirement when the construction activity will not foreseeably damage the street.

11. The project applicant may not place, maintain or operate steel-tracked grading or construction equipment with cleats on a public or private street without placing protective material beneath the equipment to protect the surface of the street.

12. For new construction, the City shall require the applicant for a building or grading permit to rehabilitate the street pavement along the frontage of the property from the edge of the street to the center of the right-of-way.

13. The project applicant shall be responsible for designing, constructing, and paying for all off-site utility, roadway, and storm water system improvements necessary to provide required services to the project. All utility and infrastructure improvements will be designed and constructed in conformance with City Standards.

14. All landscaping shall utilize drought tolerant species, water efficient drip or micro-spray irrigation systems, and comply with all water conservation regulations issued by the State Water Resources Control Board. Street trees shall be 24-inch box trees with an average spacing of not less than twenty five feet on center. Street trees shall be maintained by the project's Lighting and Landscape Maintenance District, if such district is created at the direction of the City.

15. All utility easements shall be provided on the construction plans and as shown on the approved Final Map, if any, or on any Grant Deed establishing such easements, on file to meet the requirements of the utility companies and the Director of Public Works and/or City Engineer. As required, City Council acceptance of all public easements shall be obtained prior to recordation of the Final Map.

16. The project applicant shall contact the Greenfield U. S. Postmaster to locate in the project the placement of "Neighborhood Delivery and Collection Boxes" (NDCBUs). Any required easements shall be dedicated and shown on the Final Map, if any, or on any Grant Deed within a public utility easement, as approved by City Staff and the Postmaster, Greenfield Post Office.

17. For residential development subdivisions, prior to Final Map approval, the project applicant shall prepare an Inclusionary Housing Agreement to be approved by the City Council that is consistent with the Inclusionary Housing Ordinance existing at the time of the Housing Agreement approval.

PRIOR TO THE ISSUANCE OF GRADING AND BUILDING PERMITS

18. The project applicant will prepare a site-specific archaeological report; provide such report to the City and the Ohlone/Costanoan-Eselen Nation (OCEN); and consult with OCEN representatives to discuss any specific recommendations made by the report.

19. The project applicant shall submit the building permit application for City review and approval and shall pay all costs associated with preparation of the building permit application and issuance of the building permit.

20. All plans and specifications for public works improvements shall be approved by the City Engineer prior to the issuance of a building permit, the construction of said improvements shall be in accordance with the City Specifications and shall be inspected by the Director of Public Works or his authorized agent.

21. Fire hydrants shall be provided by the project applicant at locations within the project area to be approved by the Fire Chief and the City Engineer, and shown on the construction plans.

22. All utilities shall be placed underground. Any associated easements for structures shall be shown on the construction plans and screened to the extent possible from public view through discreet placement and landscaping or fencing.

23. If required by the City, a Lighting and Landscape Maintenance District (LLMD) shall be created by the project applicant, subject to approval by the City Attorney and City Engineer. All costs associated with the creation of the LLMD by the City shall be the responsibility of the project applicant. The LLMD shall include an escalation clause to address increases in the future cost of maintenance and replacement. The LLMD shall address maintenance and operation of all public landscaping and irrigation improvements and street lighting of a local nature in public right of ways, parks, and open space; maintenance of sound walls and community fences; and metering and irrigation for all landscaping strips between the sidewalk and street and open space/park; and other maintenance items as may be required by the Public Works Director or City Engineer. The project applicant shall be responsible for maintaining the items included within the LLMD during the applicable warranty period(s).

24. If required by the City, a Street and Drainage Maintenance District (SDMD) shall be created by the project applicant, subject to approval by the City Attorney and City Engineer. All costs associated with the creation of the SDMD by the City shall be the responsibility of the project applicant. The SDMD shall include an escalation clause to address increases in the future cost of maintenance and replacement. The SDMD shall

address the maintenance and operations of streets, roads and highways; the maintenance and operation of drainage and flood control facilities and detention basins; and other maintenance and operation items as may be required by the Public Works Director or City Engineer. The project applicant shall be responsible for maintaining the items included within the SDMD during the applicable warranty period(s).

25. An on-site storm water detention system shall be designed, constructed and maintained in accordance with City regulations, subject to the final review and approval of the City Engineer. The project's storm water design system will include routing of storm water runoff to off-site drainage facilities when the on-site storm water detention/percolation basin's design capacity is exceeded to avoid impacting adjacent lands. If storm water detention/percolation facilities are not constructed at the beginning of the project construction process, temporary storm water detention facilities shall be implemented to collect runoff and sediment during the grading and construction on site. Final basin configuration shall include landscaping, and perimeter fencing if required by the City, subject to approval by the Planning Director, Public Works Director, and City Engineer.

26. No work shall commence on the subject property until required improvement plans and performance bonds have been submitted to the City and appropriate grading, building or other permits have been issued.

27. The project applicant shall submit for approval of the Planning Director and City Engineer, a Final Landscape Plan for the landscaping of any park and open space, planting strips, fencing surrounding any open space/detention basin, public right-of-ways, and front and side street setback areas visible from the public right-of-way. All landscaping shall utilize drought tolerant species and water efficient drip or micro spray irrigation systems.

28. The project applicant shall prepare a parking plan indicating the location and number of on-site parking spaces available within the project area.

29. The project applicant shall submit a list of street names in accordance with the City of Greenfield policy and approved by the City Council.

30. The project applicant shall prepare and obtain Public Works Director and City Engineer approval of a construction management plan that mitigates temporary traffic impacts. The plan shall detail where adequate off-street parking will be provided and include adequate provisions for construction crew and equipment parking so that the road, mailboxes and driveways are not blocked.

31. The project applicant shall prepare a Public Works Improvement Plan to be approved by the Public Works Director and City Engineer. The Plan shall include all required on- and off-site public improvements including, but not limited to the water system, sanitary sewer system, storm water drainage system including a detention basin (if required), street improvements and other utilities, fire hydrants, street lights, parking lot lights, street landscaping, and project fencing.

32. Plans showing how the sewer line will be linked to the project area shall be provided to the Public Works Director and City Engineer for review and approval.

33. The storm water detention system shall demonstrate capacity for serving the subject property. Design calculations shall be provided to the City Engineer for review and approval along with detailed design.

34. A detailed soils report shall be prepared by a qualified soils engineer and the recommendations of the engineer, as contained in the report, shall be followed for site preparation, grading, foundation support and structural loading designs so that all future site development designs shall be able to withstand earthquake ground movement as required by the most recent edition of the California Building Code (CBC) consistent with the location of the project in relation to known earthquake faults. All excavated and graded material shall be sufficiently watered, using non-potable water when logistically possible, to prevent excessive dust.

35. Site grading and the required detention basin shall be constructed in accordance with the approved improvement plan to collect runoff and sediment during the grading and construction on site.

36. The use of dust and litter control measures during construction shall be required. The measures proposed for use shall be submitted to the City Engineer for approval.

37. The project applicant shall pay all applicable fees, to be calculated using the fee scale in place at the time of application for a building permit, including impact fees for fire, regional transportation agency and schools for each lot or parcel as it is developed. Prior to issuance of a Certificate of Occupancy, all other required impact fees including but not limited to sewer, water, traffic, general facilities, community center and police impact fees shall be paid for each lot or parcel as developed.

38. Existing on-site wells shall be capped and sealed consistent with state law and County of Monterey procedures.; however, such wells may be used for irrigation purposes provided required permits and approvals are obtained from the County of Monterey and other jurisdictions having authority over on-site wells for private irrigation purposes. Septic Systems that may be present on-site shall be demolished according to Monterey County Health Standards.

39. The project applicant shall prepare a Waste Management Recycling, Material Recovery, and Diversion Program for review and approval by the Public Works Director and City Engineer. The program shall include all elements and requirements of chapter 15.24 “Deconstruction, Demolition and Construction Material Recovery and Diversion from Landfills” of the City of Greenfield Municipal Code.

40. The project applicant shall prepare an Erosion and Sediment Control Plan for review and approval by the Public Works Director and City Engineer. The Plan shall include appropriate site-specific construction site Best Management Practices (BMPs); the

rationale used for selecting BMPs including supporting soil loss calculations, if necessary; features and facilities to ensure runoff is treated before leaving the site and an evaluation of the feasibility of storage for later use; list applicable permits directly associated with the grading activity including, but not limited to, any permits required by the State Water Board, U.S. Army Corps of Engineers, and California Department of Fish and Game along with documentation that the required permits have been obtained prior to commencing any grading activity; and drawings and specifications necessary to implement the Plan.

41. If grading shall affect more than one acre, the project applicant shall file a Notice of Intent (NOI) and submit a Storm Water Pollution and Prevention Plan (SWPPP) to the Regional Water Quality Control Board (RWQCB). The SWPPP shall be developed in accordance with the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ NPDES No. CAS000002 as amended by Order No. 2012-0006-DWQ. This shall be accomplished prior to site grading and development.

DURING CONSTRUCTION AND PRIOR TO FINAL BUILDING INSPECTION

42. Construction activities shall be limited to daylight hours between 7:00 a.m. and 6:00 p.m. excluding Saturdays, Sundays, and holidays. The developer may request in writing from the Public Works Director authorization for construction activities on other than weekdays. If any extremely loud noises (noises which exceed the NUC General Performance Standards for noise, section 17.54.030 of the City municipal code) are to occur and are known of beforehand (i.e., continuous drilling and/or large earthmoving 24-hour notice shall be given to all neighbors within 500 feet of the project site, as well as posting a notice on site.

43. The project applicant shall obtain an encroachment permit(s) from the Public Works Department for all work constructed in the public right-of-way. This permit shall be obtained prior to commencement of any work in the public right-of-way.

44. Trash, scrap and debris shall be stored in a container(s) on the construction site.

45. No person shall place or maintain a container in the public right-of way without an encroachment permit.

46. No person shall place, install or maintain a portable sanitary facility on a construction site closer to the property line than the building setback line.

47. The City may temporarily prohibit or restrict stopping, parking or standing of vehicles along a street abutting a construction project where necessary for public safety. Any such parking restriction shall not be effective until the City places a sign(s) or marking(s) at the site. Any such parking restriction shall be limited to the duration of the project.

48. The City may designate a truck route for ingress and egress from the property during the term of the building permit to minimize the impact of the construction such as noise, dust, traffic safety hazards and potential damage to pavement on a residential street; provided designation of the truck route will not unreasonably impair the contractor's access to the site or cause undue economic hardship.

49. Construction sites within the entire project area shall be watered each day during construction and all unpaved roads shall be watered twice a day during grading activities to minimize the generation of fugitive dust. In addition, travel on unpaved roads in the construction area shall be limited to 15 miles per hour or less. All stationary and mobile construction equipment shall be properly maintained to minimize exhaust during construction.

50. All rubbish and dead vegetation shall be removed from the site prior to final inspection by the Building Official.

51. The project applicant shall post a publicly visible sign that specifies the telephone number and person to contact regarding dust and other construction related complaints. This person shall respond to complaints and take corrective action within 48 hours. The phone number of the Monterey Bay Unified Air Pollution Control District shall be visible to ensure compliance with Rule 402 (Nuisance).

52. The site shall be properly maintained during construction or a Stop-Work Order will be issued by the Building Official (i.e., refuse shall be discarded promptly, construction materials shall be neatly stored, and the public right-of-way shall not be encroached upon).

53. The water system shall be designed and constructed in accordance with City standards and State law and shall be installed by the developer and accepted by the City.

54. All water mains, sanitary sewers and their appurtenances, storm water drainage lines, and any other utilities to be located beneath the public street, with service laterals up to the property line for each individual lot included within the project area, shall be installed prior to surfacing the streets.

55. All public improvements including the installation of landscaping, construction of detention basins, installation of street improvements, installation of utilities, and installation of fencing shall be completed to the satisfaction of the Public Works Director and City Engineer.

56. Installation and testing of the sewer lines, water systems and fire hydrants must be conducted in accordance with AWWA and standard specifications.

57. All grading within the boundaries of the project area shall be done under the direction and supervision of a soils engineer. Upon completion of all grading, a final soils report shall be submitted to the Public Works Department by the soils engineer. The report shall

include locations and elevations of field density tests, summaries of field and laboratory tests, and any other substantiating data developed by the soils engineer.

58. If, during the course of construction, cultural, archaeological, historical, or paleontological resources are uncovered at the site (surface or subsurface resources), work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. The Public Works Director and a qualified archaeologist (i.e., an archaeologist registered with the Society of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the Public Works Director and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

59. In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of Monterey County has determined whether the remains are subject to the coroner's authority. This is in accordance with Section 7050.5 of the California Health and Safety Code. If the human remains are of Native American origin, the coroner must notify the Native American Heritage Commission within 24 hours of identification. Pursuant to Section 5097.98 of the Public Resource Code, the Native American Heritage Commission will identify a "Native American Most Likely Descendent" to inspect the site and provide recommendations for the proper treatment or disposition of the remains and any associated grave goods.

60. All required street names, crosswalks, and traffic control signs as required, shall be installed in accordance with the drawings and specifications, the improvement plans, and the approval of the Public Works Director, City Engineer, and Police Chief.

61. All fixtures and appliances shall be water conserving and low-flow, subject to the approval of the Building Official and consistent with the City’s water conservation ordinance and regulations of the State Water Resources Control Board. Toilets shall have maximum water usage of 1.6 gallons per flush. Showers shall consume a maximum of 2.5 gallons per minute.

62. The project applicant shall prepare a Post-Construction Stormwater Management Plan in accordance with the requirements of the Regional Water Quality Control Board, Central Coast Region, Resolution No. R2-2013-0032. The Plan shall be reviewed and approved by the Public Works Director and City Engineer. The City’s standard Agreement for Maintenance of Storm Water Facilities shall be executed with the City and recorded with the Monterey County Recorder’s Office.

63. When all construction is substantially complete, a temporary certificate of occupancy may be issued at the discretion of the Building Official. Temporary certificates of occupancy may be issued, at the discretion of the Building Official, on a building-by-

building basis, or a phase-by-phase basis, thereby allowing phased occupancy of the total project.

64. A final certificate of occupancy shall not be issued until all punch-list items identified by the Building Official during the final inspection are complete and accepted to the satisfaction of the Building Official, any conditions imposed at the time a temporary certificate of occupancy is issued have been satisfied, final Fire Department approvals have been received, and all project close-out documents required under any development agreement, the City municipal code, and these conditions of approval have been received and accepted by the City.

Planning Commission Report

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: September 21, 2016

AGENDA DATE: October 4, 2016

TO: Planning Commissioners

FROM: Mic Steinmann, Community Services Director

TITLE: **RECOMMENDATION THAT THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT WITH GOLDEN STATE ALTERNATIVE CARE, INC., FOR MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 721 EL CAMINO REAL**

AUTHORITY AND PROCEDURES

Development agreements are authorized under chapter 16.37 of the municipal code pursuant to the authority of State Government Code section 65865 *et seq*. The purpose of development agreements is to give certainty to the planning and project development process and to give assurance to the project applicant that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules, and regulations, and, subject to conditions of approval, this will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

Development agreements must be approved by ordinance and the City Council must make a finding, following public hearing, that the provisions of the development agreement are consistent with the general plan and any applicable specific plan. (Section 16.37.100) The Planning Commission is responsible for holding public hearing on a proposed development agreement and recommending to the City Council that it approve, conditionally approve, or disapprove the development agreement. (Section 16.37.090)

BACKGROUND AND ANALYSIS

Chapter 5.28 of the municipal code authorizes the issuance by the City Council of medical marijuana regulatory permits. On June 14, 2016, the City Council approved issuance of medical

marijuana cultivation and manufacturing regulatory permits to Golden State Alternative Care, Inc. (located at 721 El Camino Real) and Greenfield Organix, Inc., (located at 900 Cherry Avenue), subject to a number of conditions of approval, including execution of a development agreement which shall include at a minimum the terms and conditions required by and specified in the administrative regulations for medical marijuana facilities regulatory permits approved under City Council Resolution No. 2016-15, and such other terms and conditions as otherwise required by the City Council during its review and discussion of the development agreement.

Proposed Development: Golden State Alternative Care will cultivate and manufacture medical marijuana and products at 721 El Camino Real on behalf of the patient members and other cooperative corporations that are members of the Golden State Alternative Care collective. There will be no direct distribution or sale to the public, qualified members of the Golden State Alternative Care collective, or their primary caregivers from the Golden State Alternative Care cultivation and manufacturing facility located in the City. Medical marijuana flower and infused products will be distributed only to legal dispensaries/collectives not located in the City that are members of the Golden State Alternative Care collective.

The proposed project is a light industrial/cultivation/nursery/manufacturing development for medical marijuana cultivation and manufacturing facilities. As currently proposed, development of the project will begin with the construction of nine greenhouses (2,880 square feet each), six of which will be dedicated to flowering and three dedicated to vegetative stage. A 30,000 square foot building will be constructed to house 12,000 square feet of indoor cultivation canopy along with ancillary process rooms to include drying, curing, trimming, and packaging rooms. This building will also include an extraction facility and product testing laboratory. This building will be broken down into two large bloom rooms totaling 6,000 square feet each. There will be a small area for plant vegetation totaling 3,000 square feet and room for mother plants and cloning will take up 500 square feet. The rest of the square footage will be dedicated to trimming, drying, curing, CO_2 extraction (possibly Butane), testing lab, office space, packaging and shipping/receiving. Solar power will be considered when building this facility to augment the power needs to the entire facility. On-site storm water management facilities are required. Improvements to El Camino Real will include construction of sidewalks and landscaping along the street frontage and the undergrounding of utilities.

Conformance with General Plan

The Greenfield General Plan designates the project site as Light Industrial with an Industrial Park Overlay. This land use designation allows for a broad range of industrial uses such as processing, packaging, machining, repair, fabricating, distribution, warehouse and storage, research and development, and similar uses that do not result in significant impacts from noise, odor, vibration, smoke, or pollutants. These uses should, when possible, be combined in development projects that incorporate various uses to minimize travel and transport for goods and services related to and required to support the industrial use, and to help reduce regional commuter traffic by providing employment opportunities for residents of Greenfield within the city limits. The proposed project combines processing, packaging, and distribution of finished and raw products consistent with the uses allowed by the General Plan Light Industrial land use designation.

The General Plan encourages infill and intensification of land uses through the reuse or redevelopment of vacant or underutilized industrial, commercial, and residential sites. The General Plan encourages development of commercial and industrial uses that are consistent with the scale and character of surrounding land uses. The proposed project will intensify the use of a 3.6 acre parcel that is currently developed with a residence, several outlying storage facilities, and the majority of the site is vacant, undeveloped land. The project site is in the City's northern light industrial district. Development of similar facilities of the same scale and intensity on other available parcels in this district is anticipated.

The proposed project is consistent with General Plan policies that call for the recruitment of businesses, industries, and other employers whose operations are consistent with the City's long-term economic development goals. The proposed project provides new jobs to further the City's jobs to housing goals. It will also provide a significant source of revenue to the City that will enable the City to provide services and benefits to the community that it is not currently able to because of budget limitations and insufficient revenues.

Zoning Code Land Use

The zoning code designation for this property is Light Industrial (I-L). Consistent with the General Plan, this district is intended for low to medium intensity uses that involve processing, packaging, machining, repair, fabricating, distribution, warehousing and storage, research and development, and similar uses. Chapter 5.28 of the municipal code specifically allows medical marijuana, dispensary, cultivation, and manufacturing facilities in this zoning district. Such uses are similar to other allowed uses enumerated in table 17.26-1 of section 17.26.040 of the zoning code and are, therefore, allowed uses in the Light Industrial (I-L) zoning district. As the project is currently proposed and as it is developed, it will conform with established development standards for the light industrial district pertaining to lot coverage, setbacks, building heights, landscaping, resource efficiency, lighting, parking, signage, and noise and odor management.

City Council Findings

On June 14, 2016, when the City Council approved the issuance of medical marijuana regulatory and conditional use permits for Golden State Alternative Care, Inc., at 721 El Camino Real, the City Council made a number of specific findings (*see* attached staff report and resolutions adopted by the City Council):

1. That the proposed development of medical marijuana cultivation and manufacturing facilities at 721 El Camino Real in the City of Greenfield is consistent with the General Plan and applicable provisions of the City of Greenfield Zoning Code, Title 17.

2. That the establishment, maintenance, or operation of the proposed use will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of the public.

3. That all requirements of the California Environmental Quality Act have been met.

At that same meeting, the City Council also considered a preliminary draft development agreement and introduced an ordinance approving that agreement. (Note: Since the development agreement was subsequently modified, its reintroduction at a later date is required.) As part of that action, the City Council made a number of specific findings:

1. That the development agreement is consistent with the general plan objectives, policies, land uses, and implementation programs and any other applicable specific plans.

2. That the proposed development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.

3. That the development agreement will promote the orderly development of property or the preservation of property values.

4. That all requirements of the California Environmental Quality Act have been met.

BUDGET AND FINANCIAL IMPACT

Approving the proposed development agreement for medical marijuana cultivation and manufacturing facilities will result in significant additional revenue flowing to the City's general fund once the proposed medical marijuana cultivation and manufacturing facilities are operational. At this time it is premature to estimate with certainty the amount of additional general fund revenue; however, it is anticipated to be significant.

RECOMMENDATION

The proposed development and use of the property at 721 El Camino Real for medical marijuana cultivation and manufacturing uses is consistent with the City's general plan, applicable provisions of the zoning code, conforms to the requirements of chapter 5.28 of the municipal code, and will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of the public. The Community Services Director, City Manager, and City Attorney have reviewed and approved the attached development agreement. It is recommended the Planning Commission adopt the attached resolution recommending the City Council approve the development agreement and introduce the requisite enabling ordinance.

PROPOSED MOTION

I MOVE TO ADOPT RESOLUTION #2016-14, RECOMMENDING THE CITY COUNCIL APPROVE THE PROPOSED DEVELOPMENT AGREEMENT WITH GOLDEN STATE ALTERNATIVE CARE, INC., FOR THE DEVELOPMENT AND OPERATION OF MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 721 EL CAMINO REAL

CITY OF GREENFIELD PLANNING COMMISSION
RESOLUTION No. 2016-14

RECOMMENDATION OF THE CITY OF GREENFIELD PLANNING COMMISSION THAT THE CITY OF GREENFIELD CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT WITH GOLDEN STATE ALTERNATIVE CARE, INC., FOR DEVELOPMENT AND OPERATION OF MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 721 EL CAMINO REAL

WHEREAS, section 65865 of the State of California Government Code provides that cities may enter into a development agreement with any person having a legal or equitable interest in real property for the development of property; and

WHEREAS, section 65867.5 of the State of California Government Code provides that development agreements shall be approved by ordinance; and

WHEREAS, sections 16.37.010 and 17.16.160 of the City of Greenfield Municipal Code set forth the procedures for approval of development agreements; and

WHEREAS, section 5.28.090 of the City of Greenfield Municipal Code provides that development agreements may be entered into as a condition of issuance by the City of a regulatory permit or permits for medical marijuana cultivation and manufacturing facilities authorized under chapter 5.28 of the City of Greenfield Municipal Code; and

WHEREAS, the City of Greenfield City Council has on June 14, 2016, approved issuance of regulatory permits for medical marijuana cultivation and manufacturing facilities to be located at 721 El Camino Real subject to approval of a development agreement with Golden State Alternative Care, Inc., and the owner of said property for the establishment and operation of such facilities; and

WHEREAS, the Community Services Director, City Manager, and City Attorney have reviewed and approved the proposed development agreement; and

WHEREAS, the proposed development agreement was heard, reviewed, and discussed by the City of Greenfield Planning Commission at a duly noticed public hearing;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City of Greenfield Planning Commission has considered all written and verbal evidence regarding the proposed development agreement and makes the following findings:

1. FINDING: That the proposed development agreement is consistent with the general plan objectives, policies, land uses, and implementation programs and any other applicable specific plans.

a. The proposed medical marijuana cultivation and manufacturing facilities are allowed uses in the Light Industrial (I-L) zoning district under chapters 5.28 and 17.26 of the City of Greenfield Municipal Code.

b. The proposed project complies with all commercial development standards for the Light Industrial (I-L) zoning district set forth in sections 16.20.020 and 17.36.040 of the zoning code, including but not limited to requirements for minimum lot area, maximum lot coverage, building setbacks, building height limits, landscaping, resource efficiency, lighting, parking performance standards, and signage.

c. The General Plan encourages infill and intensification of land uses through the reuse or redevelopment of vacant or underutilized industrial, commercial, and residential sites. It also encourages the redevelopment and reuse of vacant and/or underutilized commercial buildings. The proposed project utilizes a light industrial zoned property that is occupied by a residential unit surrounded by a primarily vacant and under-utilized site for new commercial development.

d. The General Plan encourages development of commercial and industrial uses that are consistent with the scale and character of surrounding land uses. The proposed project will develop multiple greenhouse and manufacturing facilities that are of the scale and intensity appropriate for a light industrial development project. The new development will consist of buildings that are of a size and height similar to adjacent and nearby industrial buildings.

e. The proposed project is consistent with General Plan policies that call for the recruitment of businesses, industries, and other employers whose operations are consistent with the City's long-term economic development goals. The proposed project brings a new industry to the City that will provide new jobs to promote economic development and further the City's jobs to housing goals. It will also provide a significant source of revenue to the City that will enable the City to provide services and benefits to the community that it is not currently able to do because of budget limitations and insufficient revenues.

2. FINDING: That the proposed development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.

a. The proposed medical marijuana cultivation and manufacturing facility is located in a light industrial zoned district in proximity to other light industrial type uses.

b. The security and operations plan for the project will provide appropriate security for the site and the materials and products cultivated, manufactured, stored, processed, and handled in the facility(ies), including (i) construction of perimeter security fencing, (ii) installation of a video surveillance system to monitor all

exterior areas of the property, all site and building entrances and exits, and all interior spaces of the building, and (iii) controlled access to all site and facility entrances.

c. Security guard services will be provided 24 hours a day, 7 days a week.

d. The facility will not be open to the general public and no direct sales or product distribution will be made to the general public.

e. The development agreement includes provisions for public outreach and education programs to promote the public welfare and operational and security plans to ensure the facility is operated in a safe and legal manner.

3. FINDING: That the development agreement will promote the orderly development of property or the preservation of property values.

a. The proposed development is infill development that will intensify land uses through the redevelopment of vacant and underutilized commercial sites.

b. The proposed medical marijuana cultivation and manufacturing facility is located in a light industrial zoned district in proximity to other light industrial type uses.

BE IT FURTHER RESOLVED that the City of Greenfield Planning Commission recommends the City of Greenfield City Council approve the proposed development agreement.

PASSED AND ADOPTED by the Planning Commission of the City of Greenfield, at a regularly scheduled meeting of the Planning Commission held on the 4th day of October, 2016, by the following vote:

AYES, and all in favor, thereof, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

_____
Drew Tipton, Chairperson
Planning Commission

Attest:

_____
Desiree Gomez, Secretary
Planning Commission

RECORDING REQUESTED BY:

CITY OF GREENFIELD

When Recorded Mail To:

City Clerk
City of Greenfield
599 El Camino Real
P.O. Box 127
Greenfield, CA 93927

Fee Waived per GC 27383

Space above this line for Recorder's use

DEVELOPMENT AGREEMENT

BETWEEN THE

CITY OF GREENFIELD

AND

GOLDEN STATE ALTERNATIVE CARE, INC.

THIS DEVELOPMENT AGREEMENT (this "Agreement" or this "Development Agreement") is made and entered in the City of Greenfield on this ____ day of _____, 2016, by and between the City of Greenfield, a Municipal Corporation (hereafter "City") and Golden State Alternative Care, Inc., a California Corporation, (hereafter "Developer") pursuant to the authority of §§ 65864 *et seq.* of the California Government Code and Greenfield Municipal Code, Chapter 16.37. City and Developer are, from time-to-time, individually referred to in this Agreement as a "Party," and are collectively referred to as "Parties."

RECITALS

A. California Government Code §§65864 et seq. ("Development Agreement Statute") and Chapter 16.37 of the Greenfield Municipal Code (hereafter "Chapter 16.37") authorize the City to enter into a Development Agreement 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.

B. Developer has a leasehold interest in certain real property ("the Property") consisting of approximately 3.6 acres of land located at 721 El Camino Real in the City of Greenfield, also known as Monterey County APN 109-161-005, and that is more particularly described in Exhibit A attached hereto and is incorporated herein by reference. The person or entity with fee title simple to the Property is Second Sun, LLC, who has provided Developer with permission to build and operate the Project, as defined in this recital B, upon the Property.

C. Chapter 5.28 of the Greenfield Municipal Code (hereafter "Chapter 5.28") establishes a regulatory permit for medical marijuana facilities ("Regulatory Permit"), and prohibits the operation of a medical marijuana facility without first obtaining such a permit.

D. Developer proposes to develop the Property to be used for medical marijuana cultivation and manufacturing ("the Project").

E. Pursuant to Chapter 5.28, the City Council adopted Resolution No. 2016-15, creating administrative regulations for the Regulatory Permit ("Administrative Regulations").

F. The Project is an allowed use in the Light Industrial (I-L) zoning district, and the Project complies with all commercial development standard for the Light-Industrial (I-L) zoning district set forth in sections 16.20.020 and 17.36.040 of the Greenfield Municipal Code.

G. Developer has applied for, and City has approved, various approvals in connection with the development of the Project, including issuance of a conditional use permit (Greenfield Resolution No. 2016-46). All such approvals collectively, together

with any approvals or permits now or hereafter issued with respect to the Project are referred to as the "Project Approvals."

H. City and Developer desire the timely, efficient, orderly and proper development of the Project.

I. The City Council has found that, among other things, this Development Agreement is consistent with its General Plan and has been reviewed and evaluated in accordance with the Development Agreement Statute and Chapter 16.37.

J. City and Developer have reached agreement and desire to express herein a Development Agreement that shall facilitate development of the Project in conformance with Chapter 5.28 and subject to conditions set forth herein.

K. Pursuant to Development Agreement Statute, City has agreed that, except as provided for by this Agreement, the rules, regulations and official policies governing permitted uses of land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the Property shall be those rules, regulations, and official policies of the City of Greenfield in force as of the Approval Date.

L. In addition, the parties intend that this agreement satisfy the requirements of section 5.28.090, which requires those operating a medical marijuana facility pursuant to a Regulatory Permit to enter into a "development agreement" setting forth " the terms and conditions under which the medical marijuana facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare."

M. On _____, 2016, the City Council of the City of Greenfield adopted Ordinance No. ___ approving this Development Agreement ("the Approving Ordinance"). The Approving Ordinance shall take effect on _____ ("the Approval Date").

N. In the Approving Ordinance the City Council made findings that all requirements of the California Environmental Quality Act have been meet.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. Description of Property

1.1. The Property that is the subject of this Agreement is described in Exhibit A attached hereto.

2. Interest of Developer

2.1. The Developer has a legal interest in the Property in that it is the Lessee of the property.

3. Relationship of City and Developer

3.1. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Developer and that the Developer is not an agent of the City. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

4. Effective Date and Term

4.1. Effective Date. The effective date of this Agreement shall be the Approval Date.

4.2. Term. The term of this Agreement shall commence on the Effective Date and extend five (5) years thereafter, unless said term is otherwise terminated or modified by circumstances set forth in this Agreement.

5. Use of the Property

5.1. Right to Develop. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement (such amendments once effective shall become part of the law Developer is vested into without an additional amendment of this Agreement).

5.1.1. Application of State and Local Regulatory Laws Governing Medical Marijuana. The operation of medical marijuana facilities is a highly regulated business activity, and it is subject to various state and local laws and regulation. This Agreement does not, and the City cannot and does not intend to, give Developer the vested right to continue its operations without complying with applicable state and local laws governing its operations. This Agreement only "vests" those regulations expressly mentioned in Government Code section

65866. Developer shall be responsible for obtaining all applicable state permits, approvals and consents, even if the applicable state laws and regulations are altered following the Effective Date. In addition, Developer shall be responsible for continuously maintaining its Regulatory Permit. Developer acknowledges and understands that it has an obligation to annually renew its Regulatory Permit pursuant to the terms of Greenfield Municipal Code section 5.28.120. Nothing in this Agreement shall prevent the City from denying or conditionally approving the renewal of a Regulatory Permit, revoking such permit, pursuant to the terms of Greenfield Municipal Code section 5.28.120 or its successor, or amending Chapter 5.28 or its implementing regulations in a manner that would impose stricter requirements on existing or to-be-issued Regulatory Permits.

5.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height, bulk and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location and maintenance of on-site and off-site improvements, location of public utilities (operated by the City) and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approval. Although title 17 of the Greenfield Municipal Code does not specifically identify medical marijuana facilities as allowed uses in any specific zoning district, Greenfield Municipal Code section 5.28.160 identifies the zoning districts in which medical marijuana facilities are allowed. Medical marijuana facilities where cultivation and/or manufacturing occur, without an accompanying dispensary, may only be located in a light industrial (I-L), heavy industrial(I-H) or agricultural research and development overly (RDO) zoning district.

6. Applicable Rules, Regulations and Official Policies

6.1. Rules Regarding Permitted Uses. For the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, governing density and intensity of use of the Property and the maximum height, bulk and size of proposed buildings shall be those in force and effect on the Effective Date of the Agreement.

6.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in Section 5 of this Agreement, the ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time of the applicable discretionary approval, whether the date of that approval is prior to or after the date of this Agreement. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Developer shall be those in force and effect at the time of the applicable discretionary approval, whether date of approval is prior to or after the date of this Agreement.

6.3. Uniform Codes Applicable. Unless expressly provided in Section 5 of this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, or other construction permits for the Project.

7. Subsequently Enacted Rules and Regulations

7.1. New Rules and Regulations. During the term of this Agreement, the City may apply new or modified ordinances, resolutions, rules, regulations and official policies of the City to the Property which were not in force and effect on the Effective Date of this Agreement to ensure that the operation of the Marijuana Operation is consistent with the protection of the health, safety and welfare of the community and will not adversely affect the surrounding uses. However, any such new requirements may not be in conflict with those applicable to the Property as set forth in this Agreement if: (a) the application of such new or modified ordinances, resolutions, rules, regulations or official policies would not prevent, impose a substantial financial burden on, or materially delay development of the Property as contemplated by this Agreement and the Project Approvals and (b) if such ordinances, resolutions, rules, regulations or official policies have general applicability.

7.2. Approval of Application. Nothing in this Agreement shall prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the Project on the basis of such new or modified ordinances, resolutions, rules, regulations and policies except that such subsequent actions shall be subject to any conditions, terms, restrictions, and requirements expressly set forth herein.

7.3. Moratorium Not Applicable. Notwithstanding anything to the contrary contained herein, in the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development or a voter-approval requirement which affects the Project on all or any part of the Property, the City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Property, this Agreement or the Project Approvals unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code § 8558.

8. Fees & Subsequently Enacted or Revised Fees, Assessments and Taxes

8.1. Fees. Developer agrees to pay all permit fees and charges required by Greenfield Municipal Code section 5.28.089, including but not limited to permit issuance fees, annual operating fees, amended registration fees, and regulatory renewal fees. Developer shall pay such fees in an amount determined by the City Council by resolution.

8.2. Revised Application Fees. Any existing application, processing, renewal and registration fees that are revised during the term of this Agreement shall apply to the Project provided that (1) such fees have general applicability; (2) the application of such fees to the Property is prospective only; and (3) the application of such fees would not prevent, impose a substantial financial burden on, or materially delay development in accordance with this Agreement.

8.3. New Taxes. Any subsequently enacted city-wide taxes shall apply to the Project provided that: (1) the application of such taxes to the Property is prospective; and (2) the application of such taxes would not prevent development in accordance with this Agreement.

8.4. Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by the City pursuant to any statutory procedure for the assessment of property to pay for infrastructure and/or services which benefit the Property.

8.5. Vote on Future Assessments and Fees. In the event that any assessment, fee or charge which is applicable to the Property is subject to Article XIIID of the Constitution and Developer does not return its ballot, Developer agrees, on behalf of itself and its successors, that the City may count Developer's ballot as affirmatively voting in favor of such assessment, fee or charge.

9. Community Benefits

9.1. Fee. In exchange for the vested rights provided pursuant to this Agreement, Developer shall make the contribution required by this paragraph (the "Community Benefits Fee"). Developer expressly agrees that it shall pay the Community Benefits Fee as long as the Project remains in existence and a marijuana facility is operating on the Property. The first payment will be due three months after the first harvest but no later than ten (10) months after the City has issued a Building Permit for construction of the project as shown in Exhibit B. Such obligation shall survive the expiration of this Agreement. City and Developer agree that Developer's will receive a credit against its obligation to pay the Community Benefits Fee equal to the amount it pays in the form of a generally applicable tax on marijuana facilities such as the Project.

9.1.1 The amount of the Community Benefits Fee shall be equivalent to the tax that would be payable were the proposed ordinance imposing a Cannabis Business Tax that the City Council approved, subject to voter approval, on July 26, 2016 ("the Tax Ordinance"), in effect. The manner of payment of the Community Benefits Fee, reporting and other particulars governing the payment shall be as specified in the Tax Ordinance for the tax. The Tax Ordinance imposes a tax per square foot of canopy space authorized by each Regulatory Permit. For the purposes of determining the total canopy space authorized by a Regulatory Permit, cultivation areas that are vertically stacked shall count individually. For example, if Developer has a cultivation area of 1,000 square feet

located above another cultivation area of 1,000 square feet, Developer's total canopy space shall be 2,000 square feet, even though the total cultivation area might only occupy 1,000 square feet of ground space.

10. Compliance with Chapter 5.28 of the Greenfield Municipal Code

10.1. Greenfield Municipal Code section 5.28.090 provides as follows:

> "Development agreement.
>
> Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each medical marijuana facility shall enter into a development agreement with the city setting forth the terms and conditions under which the medical marijuana facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare."

10.2. The development agreement described in and required by section 5.28.090 is distinct from the voluntary "development agreement" authorized by the Chapter 16.37 of the Greenfield Municipal Code and Development Agreement Statute , into which the City and Developer are entering. Nonetheless, the parties intend to use this Agreement, and in particular this Section 10 and the items it incorporates, as an instrument to also satisfy the requirements of section 5.28.090.

10.3. In consideration of the granting of the regulatory permit pursuant to Chapter 5.28 of the Greenfield Municipal Code, Developer agrees to operate the medical marijuana facility on the Property pursuant to the terms and conditions set forth in the operating conditions attached hereto as Exhibit C, and incorporated herein by reference.

10.4. Developer agrees that its failure to comply with the requirements set out in Exhibit C shall be grounds for revocation of the Regulatory Permit issued under Chapter 5.28 of the Greenfield Municipal Code, notwithstanding any limits that might otherwise be imposed under section 5.28.120.C of the Greenfield Municipal Code.

10.5. Developer's Regulatory Permit authorizes Developer to cultivate a certain square footage of canopy space. For the purposes of determining the total canopy space authorized by a Regulatory Permit, cultivation areas that are vertically stacked shall count individually. For example, if Developer has a cultivation area of 1,000 square feet located above another cultivation area of 1,000 square feet, Developer's total canopy space shall be 2,000 square feet, even though the total cultivation area might only occupy 1,000 square feet of ground space.

11. Security Plan

11.1. The issuance of a Regulatory Permit is conditional upon installation of a security plan described in Section 2 in Exhibit C approved by the Police Chief as shown in Exhibit D. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by the City. Developer shall also obtain an assessment of site security by a qualified security consultant. The Security Plans required by Section 2 of Exhibit C will not be made public, except when required by law.

12. Odor Control Plan

12.1. The issuance of a Regulatory Permit is conditional upon the marijuana operator providing a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside the premises or anywhere on the adjacent property or public right-of-way. As such Marijuana Operations must install and maintain the following equipment or any other equipment which the City determines has the same or better effectiveness: 1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or 2) An air system that creates negative pressure between the medical cannabis facilities' interior and exterior so the odors generated inside the medical cannabis facility are not detectable outside the medical cannabis facility. Developer acknowledges that the level of odor-control equipment and technology required may increase as new equipment and technology becomes available or equipment and technology that is presently not feasible due to its expense becomes less costly.

13. Amendment or Cancellation

13.1. Modification Because of Conflict with State or Federal Laws. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be subject to approval by the City Council in accordance with Chapter 16.37.

13.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and Chapter 16.37.

13.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in section 4.2; (b) the permitted uses of the Property as provided in section 5.2; (c) provisions for "significant" reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings; or (g) monetary contributions by Developer as provided in this Agreement, shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto. The City Manager, or his or her designee, shall determine whether a reservation or dedication is "significant".

13.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) conditions, terms, restrictions or requirements for subsequent discretionary actions; (d) the density or intensity of use of the Project; (e) the maximum height or size of proposed buildings; (f) monetary contributions by the Developer; or (g) public improvements to be constructed by Developer shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approvals, or any of them, shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

13.5. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of Chapter 16.37.

14. Annual Review

14.1. Review Date. The annual review date for this Agreement shall be between September 15 and October 15, 2017 and thereafter between each September 15 and October 15 during the Term.

14.2. Initiation of Review. The City Manager, or his or her designee, shall initiate the annual review, as required under section 16.37.140 of the Greenfield Municipal Code, by giving to Developer thirty (30) days' written notice that the City intends to undertake such review. Developer shall provide evidence to the City Manager, or his or her designee, prior to the hearing on the annual review, as and when reasonably determined necessary by the City Manager, or his or her designee, to demonstrate good faith compliance with the provisions of the Agreement. The burden of proof by substantial evidence of compliance is upon the Developer.

14.3. Staff Reports. To the extent practical, the City shall deposit in the mail and fax to Developer a copy of all staff reports, and related exhibits concerning contract performance at least five (5) days prior to any annual review.

14.4. Costs. Costs reasonably incurred by the City in connection with the annual review shall be paid by Developer in accordance with the City's schedule of fees in effect at the time of review.

15. Default

15.1. Other Remedies Available. Upon the occurrence of an event of default, the parties may pursue all other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

15.2. Notice and Cure. Upon the occurrence of an event of default by either party, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after service of such notice of default, the nondefaulting party may then commence any legal or equitable action to enforce its rights under this Agreement; provided, however, that if the default cannot be cured within such thirty (30) day period, the nondefaulting party shall refrain from any such legal or equitable action so long as the defaulting party begins to cure such default within such thirty (30) day period and diligently pursues such cure to completion. Failure to give notice shall not constitute a waiver of any default.

15.3. No Damages Against City. Notwithstanding anything to the contrary contained herein, in no event shall damages be awarded against the City upon an event of default or upon termination of this Agreement.

16. Estoppel Certificate

16.1. Either party may, at any time, and from time to time, request written notice from the other party requesting such party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) to the knowledge of the certifying party the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the parties. City Manager of the City shall be authorized to execute any certificate requested by Developer. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default, provided that such party shall be deemed to have certified that the statements in clauses (a) through (c) of this section are true, and any party may rely on such deemed certification.

17. Severability

17.1. The unenforceability, invalidity or illegality of any provisions, covenant, condition or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

18. Attorneys' Fees and Costs

18.1. If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

19. Transfers and Assignments

19.1. The Developer shall not transfer, delegate, or assign its interest, rights, duties, and obligations under this Agreement without the prior written consent of the City. Any assignment, delegation, or assignment without the prior written City consent of the other parties to this Agreement shall be null and void. Any transfer, delegation, or assignment by the Developer as authorized herein shall be effective only if and upon the party to whom such transfer, delegation, or assignment is made is issued a Regulatory Permit as required under chapter 5.28 of the City's municipal code.

20. Agreement Runs with the Land

20.1. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, 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 hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

21. Bankruptcy

21.1. The obligations of this Agreement shall not be dischargeable in bankruptcy.

22. Indemnification

22.1. Developer agrees to indemnify, defend with counsel acceptable to City and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liabilities of any kind for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Project, except to the extent such costs and liabilities are caused by the sole negligence or willful misconduct of the City.

22.2. Developer agrees to indemnify, defend with counsel acceptable to City and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liabilities of any kind arising out of or connected to the Developer's registration or operation of a medical marijuana facility, or arising out of or connected to the approval or issuance of any permit, license or approval by the City for the Project, except to the extent such costs and liabilities are caused by the sole negligence or willful misconduct of the City. In particular, and without limiting the generality of the foregoing, Developer agrees that it shall be responsible for all costs incurred by the City in the event of a third-party challenge to the validity of this Agreement, the Project Approvals, and/or the associated regulatory permit(s) for the Project.

23. Insurance

23.1. Public Liability and Property Damage Insurance. During the term of this Agreement, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than four million dollars ($4,000,000.00) with a One Hundred Thousand Dollar ($100,000) self-insurance retention per claim. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

23.2. Workers Compensation Insurance. During the term of this Agreement Developer shall maintain Worker's Compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Worker's Compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

23.3. Evidence of Insurance. Prior to City Council approval of this Agreement, Developer shall furnish the City satisfactory evidence of the insurance required in Sections 20.1 and 20.2 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project.

24. Notices

24.1. All notices required or provided for under this Agreement shall be in writing. Notices required to be given to the City shall be addressed as follows:

City Manager
City of Greenfield
599 El Camino Real
P.O. Box 127
Greenfield, CA 93927

24.2. Notices required to be given to Developer shall be addressed as follows:

Golden State Alternative Care, Inc.
11301 W. Olympic Boulevard, #542
Los Angeles, CA 90064
Attn.: Mark Putney

24.3. A party may change address by giving notice in writing to the other party and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received upon personal delivery, or if mailed, upon the expiration of 48 hours after being deposited in the United States Mail. Notices may also be given by overnight courier which shall be deemed given the following day or by facsimile transmission which shall be deemed given upon verification of receipt.

25. Agreement is Entire Understanding

25.1. This Agreement constitutes the entire understanding and agreement of the parties.

26. Exhibits

26.1. The following documents are referred to in this Agreement and are attached hereto and incorporated herein as though set forth in full:

Exhibit A	Legal Description of Property
Exhibit B	Site and Floor Plan of the Project
Exhibit C	Operating Conditions

Exhibit D Security Plan
Exhibit E Odor Control Plan

27. Counterparts

27.1. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

28. Recordation

28.1. The City shall record a copy of this Agreement within ten (10) days following execution by all parties.

[***Execution Page Follows***]

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

CITY	DEVELOPER
City of Greenfield	Golden State Alternative Care, Inc.
By: _____ City Manager	By: _____ Mark Putney, Director and Manager

Attest:

_____
City Clerk

Approved as to form

_____
City Attorney

2691992.1

(NOTARIZATION ATTACHED)

Exhibit A

Legal Description of Property

Real property in the County of Monterey, State of California, described as follows:

Lot 297, as said Lot is shown on the Map entitled, “Map of Clark Colony,” filed for Record July 19, 1905 in the Office of the County Recorder of the County of Monterey, State of California, in Volume 1 of Maps, Cities and Towns, at Page 64.

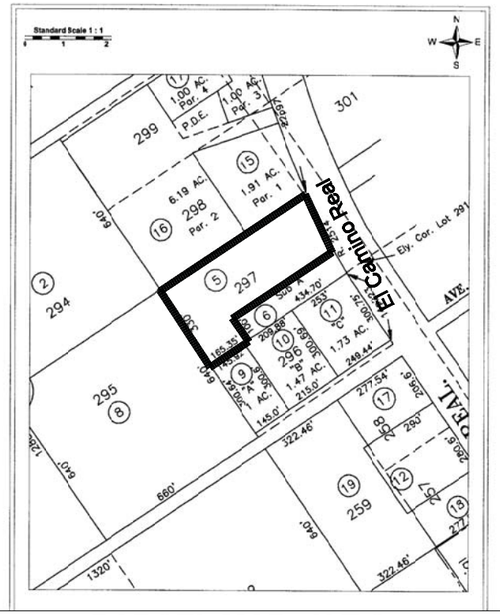
Excepting Therefrom that Parcel of 1 acre conveyed by William Koester. et ux., to Dennis Signorotti, by Deed dated July 2, 1940 and recorded September 18, 1940 in Volume 634, Official Records of Monterey County, at Page 302.

Also excepting that portion conveyed by William Koester, et ux. to State of California, by Deed dated November 3, 1939 and recorded December 15, 1939 in Volume 643, Official Records of Monterey County, at Page 312.

APN: 109-161-005

Exhibit B

Site and Floor Plan of the Project



PARCEL MAP N.T.S.

Project Data

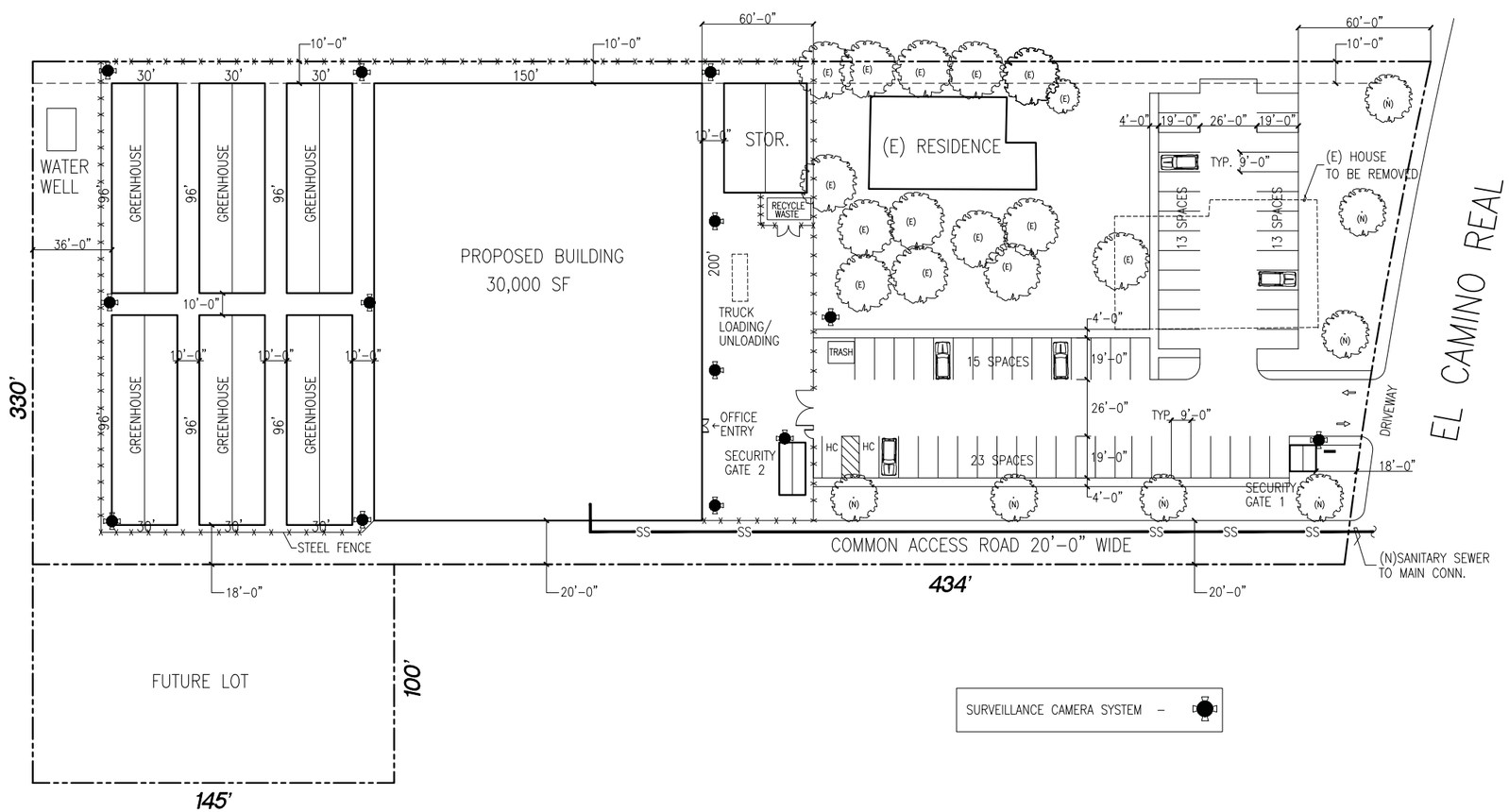
Proposed Project:
Golden State Alternative Care Building
721 El Camino Real
Greenfield, CA 93927

Applicant:
Golden State Alternative Care APN:

Building/Structure : Floor Area		
New Building	=	30,000 s.f.
Greenhouses 30'X96' EA. = 2880 SF.	=	17,280 s.f.
Storage Building	=	1,900 s.f.
Security 1 & 2 Building	=	400 s.f.
Existing Residence Building	=	3,000 s.f.
		52,580 s.f.
Misc. Structure : Floor Area		
Recycle Waste Enclosure	=	200 s.f.
Trash Enclosure	=	120 s.f.
		320 s.f.
Area Calculations: Lot Coverage		
Proposed Lot Area	=	142,076 ± s.f.
Building Coverage	=	52,580 s.f. (37%)
Impervious Surface	=	31,978 s.f.
Landscape	=	27,689 s.f.
Future Lot Area	=	16,535 s.f.

Parking Provided:

Std. 9X19	=	62
Handicap	=	2
Total	=	64



PROPOSED SITE PLAN 1"=30'-0" 1

DJE
Planning
Architecture
Interiors
17800 Cuesta Lane
Salinas, CA 93907
Tel. 831/663-1418
Fax 831/663-6385
david@djelliott.net
David J. Elliott & Associates

PROPOSED:

GOLDEN STATE ALTERNATIVE CARE

721 El Camino Real
Greenfield, CA 93927

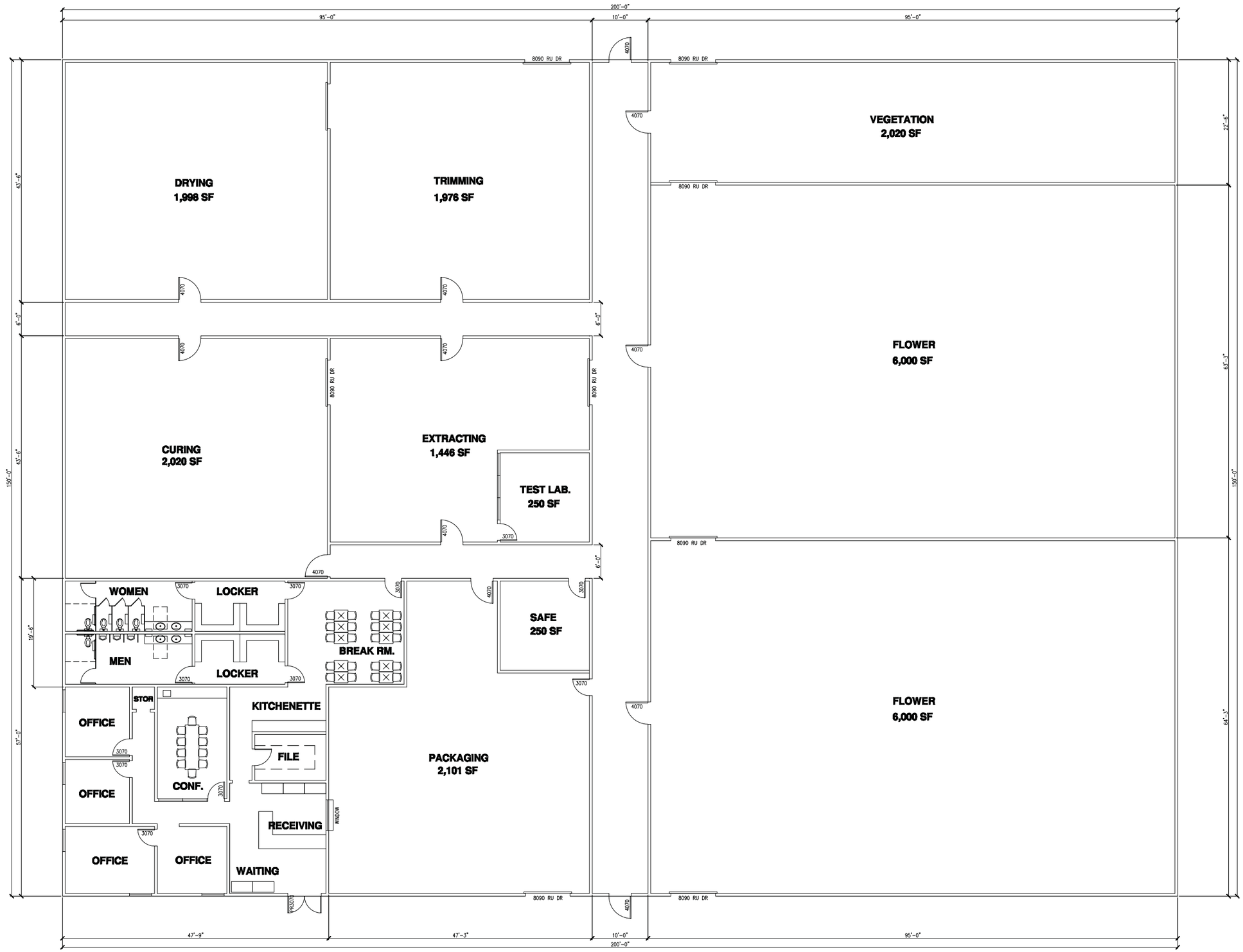
Use of these plans and specifications is restricted to the original site for which they were prepared and publication thereof is expressly limited to such use. Reuse, reproduction or publication by any method in whole or in part is prohibited. Title to plans and specifications remain with the architect, and visual contact with them constitutes prima facie evidence of the acceptance of these restrictions.

Revisions

No.	Description	Date
△	–	–

LICENSED ARCHITECT DAVID J. ELLIOTT No. C-11776 REN. 01-31-17 STATE OF CALIFORNIA

Issue Date	04-19-16
Drawn By	DJE/CCP
Project Number	1629
Sheet Title	
Sheet Number	A1.1



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Fax 831/663-6385
david@djelliott.net
David J. Elliott
& Associates

PROPOSED:

GOLDEN STATE ALTERNATIVE CARE

721 El Camino Real
Greenfield, CA 93927

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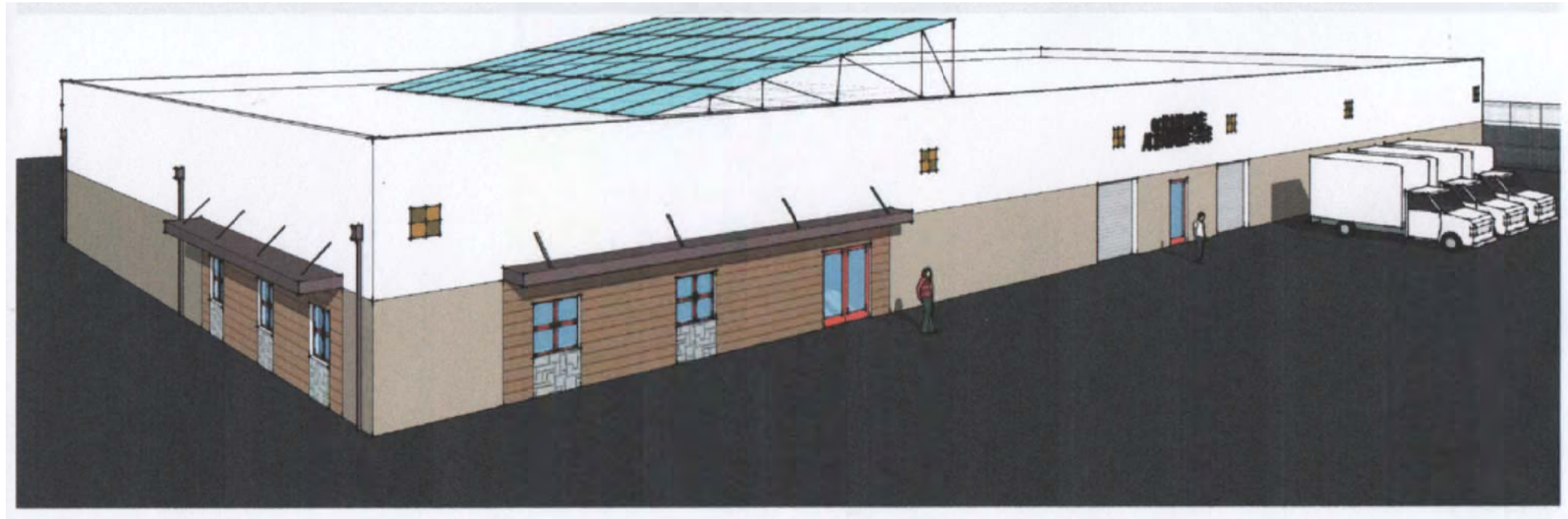
Revisions

No.	Description	Date
△	-	-

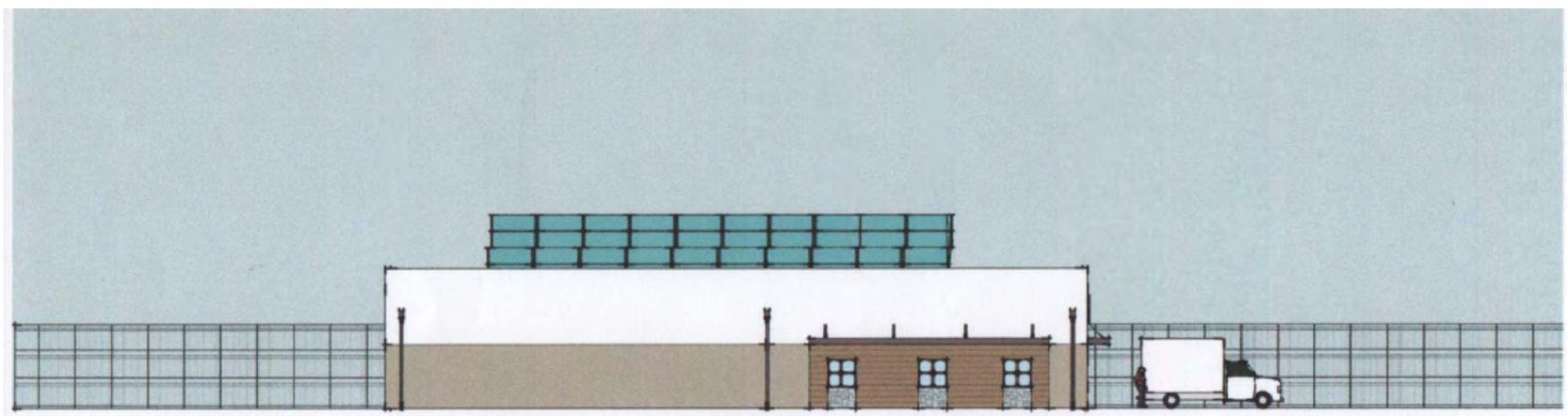
LICENSED ARCHITECT
DAVID J. ELLIOTT
No. C-11776
REN. 01-31-17
STATE OF CALIFORNIA

Issue Date	04-19-16
Drawn By	DJE/CCP
Project Number	1629
Sheet Title	
Sheet Number	A2.1

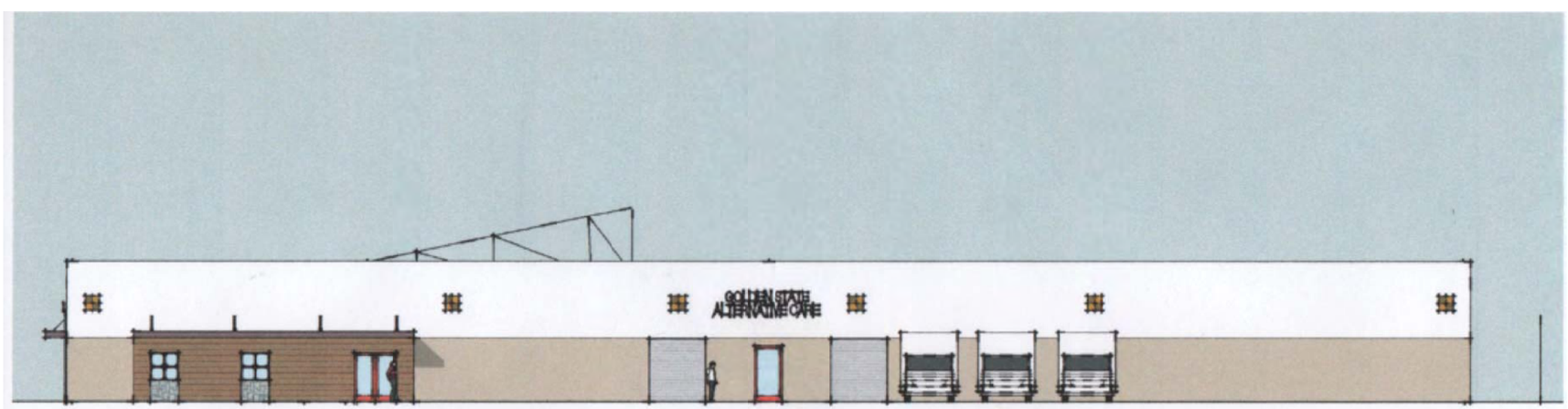
FLOOR PLAN 1"=30'-0" 1



SOUTH EAST PERSPECTIVE VIEW



LEFT SIDE ELEVATION



FRONT ELEVATION - FACING EL CAMINO REAL ROAD

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PROPOSED:

GOLDEN STATE
ALTERNATIVE CARE

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Greenfield, CA 93927

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Revisions

No.	Description	Date
△	-	-

LICENSED ARCHITECT
DAVID J. ELLIOTT
No. C-11798
EXP. 01-31-17
STATE OF CALIFORNIA

Issue Date	04-19-16
Drawn By	DJE/CCP
Project Number	1629
Sheet Title	SOUTH EAST PERSPECTIVE VIEW
Sheet Number	A3.X

EXHIBIT C

Operating Conditions

Developer agrees to comply with the following additional conditions pursuant to Section 5.3 of the Agreement.

1. Standard Operating Procedures

Developer is a non-profit mutual benefit corporation that shall serve medical marijuana qualified patient and primary caregiver collective members who shall comply with all relevant California state laws and local ordinances. See, for example, California's Compassionate Use Act (Proposition 215) as codified in Health and Safety Code §11362.5; Senate Bill 420, the Medical Marijuana Program Act (H&S Code §§1362.7 to 11362.83); the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use (2008 Attorney General Guidelines); and the newly enacted Medical Marijuana Regulation and Safety Act that is comprised of Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 (Bus. & Prof. Code §§ 19300 *et seq.*; H&S Code § 11362.769-11362.777; Water Code § 13276).

During the term of its Regulatory Permit and the term of this Agreement, Developer shall lawfully operate in accordance with all State and local laws. Developer shall employ exemplary operating procedures to comply with State and local laws. Developer's facility shall employ safety and security measures as set forth herein for the safety and security of its employees, as well as other individuals in its neighboring community.

2. Security Plan

The issuance of a Regulatory Permit is conditional upon approval of the proposed security plan by the City Police Chief. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by the City. Developer shall also obtain an assessment of site security by a qualified security consultant. The Security Plans required by this Section 2 will not be made public, except when required by law.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where medical marijuana products are handled and processed, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure medical marijuana products are received, handled, stored, packaged, shipped, and distributed in compliance with applicable local and state laws and regulations. The video surveillance

system shall be web-based with direct access provided to the City Police Department for real-time monitoring from the Police Department and through authorized smart phone devices.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system with glass breakage sensors and motion detectors.

Developer shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Developer employees and to ensure public safety to the neighboring community. Developer shall provide City with specific policies for training employees regarding security procedures. Developer shall use security personnel 24 hours, 7 days a week. Security personnel may be armed with the prior approval of the City Police Chief. Security personnel may be subject to a background investigation by the City Police Chief. Security personnel shall not be assigned to or employed at the Developer's facility without the prior approval by the City Police Chief.

All security personnel shall register and maintain valid registration status with the State of California Department of Consumer Affairs. At no time shall any security personnel register with the State at any level that is less than that of a proprietary private security officer. Proof of application and registration for all security personnel shall be maintained by the Developer and shall consist of copies of all relevant documentation including: application forms, receipts for application fees and live scan fees, and actual proof of registration.

3. Possession of Firearms

Except for licensed security personnel approved by the City Police Chief, no person employed by the Developer shall be in possession of any firearm while on the premises or location without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the premises or location must provide the City Manager and the City Police Chief with the following at least ten days prior to bringing the firearm onto the premises:

i) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;

ii) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);

iii) A copy of his or her California driver's license or California identification card; and

iv) Any other information reasonably required by the City Police Chief to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

4. Identification Display

Each owner, manager, employee, and individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of medical marijuana shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by the City Police Chief and containing such information, including a suitable photograph, as the City Police Chief may require. No owner, manager, employee, or individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of medical marijuana shall engage in any activities on behalf of Developer with which he or she is employee, without first obtaining a valid identification badge. Identification badges shall expire one year after issuance. Application for renewed identification badges shall be filed with the City Police Chief no later than thirty days prior to the expiration of the current identification badge. Identification badges shall be the property of the City and shall be immediately collected by the Developer and provided to the City Police Chief within twenty-four hours of their expiration, or within twenty-four hours of the termination of the employment.

5. Procedures for Inventory Control to Prevent Non-Medical Diversion of Medical Marijuana

Only employees who receive clearance from the City Police Chief shall be permitted to enter Developer's facility. Each employee shall have to meet a criminal background investigation conducted by the City Police Department or such other person or entity designated by the City Manager, which at a minimum shall include a LiveScan criminal history check.

Developer's membership rules shall seek to prevent the diversion of medical marijuana for non-medical uses by implementing strict policies and practices, to maintain tight controls on inventory and donations and/or cost reimbursements received.

Developer's collective agreement shall prohibit the use of medical marijuana by its employees at its facility, in the neighborhood vicinity of its facility, and/or while driving.

Developer shall take all necessary and reasonable steps to prevent the distribution of any of its medical cannabis products to minors; prevent revenue from the sale or distribution of its medical cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of marijuana from California to any other state; prevent state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the cultivation, manufacture and distribution of marijuana; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; disavow growing marijuana on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against marijuana possession or use on federal property. The Developer shall provide City with a Non-Diversion of Marijuana

Grown for Medical Use Plan documenting the steps Developer will take to satisfy the requirements of this Section.

6. Control and Testing

Developer shall utilize quality control measures and testing to ensure only the highest quality of medical marijuana and infused products shall be produced. For the purpose of testing, Developer shall use a licensed testing laboratory that has adopted a standard operating procedure using methods consistent with general requirements for the competence of testing and calibration activities, including sampling, using standard methods established by the International Organization for Standardization, specifically ISO/IEC 17020 and ISO/IEC 17025 to test medical cannabis and medical cannabis products that are approved by an accrediting body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement prior to distribution to its patient collective membership affiliates. Inspection and testing shall be conducted by the approved testing lab off-site. All other testing standards and procedures shall be in accordance with applicable State law and regulations.

All medical marijuana products shall undergo a quality assurance review prior to distribution to Developer's patient collective affiliates in order to ascertain its quantity and content. Inventory procedures shall be utilized for tracking and taxing purposes by the state. Developer shall employ an efficient record-keeping system to make transparent its financing, testing, and adverse effect recording, as well as recall procedures. Developer shall employ an efficient record-keeping system that shall reflect its financing, testing, and adverse effect recording and product recall procedures. Developer shall provide City with a written plan explaining how it will satisfy the requirements of this Section 6.

7. Packaging of Medical Marijuana and Infused Products

All Developer's medical marijuana products shall be packaged and labeled as required by section 19347 of the California Business and Professions Code and applicable requirements and regulations issued by the State pursuant thereto. In addition to those packaging and labeling requirements, and packaging and labeling requirements set forth in the Developer's Regulatory Permit application, as amended or supplemented, all medical marijuana products shall be packaged in an opaque childproof container which shall contain a label or be accompanied by a leaflet or inset that states, at a minimum:

i. The name, address and telephone number of the medical marijuana dispensary facility to which the medical marijuana product is distributed, sold, or transferred;

ii. The amount of medical marijuana in the container; and

iii. The date the medical marijuana was transferred to a medical marijuana dispensary facility.

Developer intends to produce infused products and shall secure any approval from the County of Monterey Health Department required for manufacturing and handling such products. Developer's infused products shall not be produced, manufactured, stored or packaged in private homes. All Developer's medical marijuana infused products shall be individually wrapped at the original point of preparation.

8. Point of Sale Tracking System

Developer shall maintain an inventory control and reporting system that accurately documents the location of medicinal marijuana products from inception through distribution, including descriptions, weight, and quantity. The inventory control and reporting system shall comply with the track and trace program required by section 19335 of the California Business and Professions Code and regulations issued therein.

Developer shall employ an electronic point of donation/sale system approved by the City, such as BioTrack THC, MJ Freeway, or similar system for all point of donations/sales tracking from seed or inception to product distribution to other licensed medical marijuana dispensary facilities. Such approved system shall track all Developer medical marijuana products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). BioTrack THC, MJ Freeway, or similar system shall have the capacity to produce historical transactional data in accordance with the City's requirements.

9. Record Keeping

Developer shall maintain records for all dispensed medical marijuana and/or infused products. Developer shall comply with all records-keeping responsibilities that are set forth in section 5.28.220 of the Greenfield Municipal Code, including complete and up-to-date records regarding the amount of medical marijuana cultivated, produced, manufactured, harvested, stored, or packaged at Developer's facility.

10. Processing, Handling, Storing, and Distribution of Medical Marijuana and Related Products

Medical marijuana cultivation, handling, storing, and processing shall be concealed from public view at all stages of growth and processing, and there shall be no exterior evidence of cultivation or processing occurring at the premises from a public right-of-way or from an adjacent parcel. Medical marijuana cultivation, handling, storing, processing, or distribution shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Developer shall store its medical marijuana and/or medical marijuana products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within

Developer's facility. Developer shall not conduct outdoor operations except as related to lawful delivery and transportation of medical marijuana and infused products. Developer shall not store medical marijuana or related products in its delivery vehicle outside normal operating hours of the facility.

Medical marijuana products shall be sold or distributed only to licensed dispensaries in California. Excess or contaminated product shall be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

11. Description of Banking Plan

Developer shall seek to open a bank account under the name of the Developer or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments, among others. Should a bank account not be forthcoming, Developer shall purchase and install safes to secure all daily funds received from its collective membership or other lawful cooperative corporation to which its products are sold, transferred, or distributed. If Developer successfully opens a bank account, it shall make provisions for Developer collective members or other lawful cooperative corporations to implement debit and credit card transactions. Developer shall not accept personal or corporate checks.

12. Transportation Plan

Developer shall comply with all local and state law regarding transportation, including the rules governing delivery service. Developer shall retain a list of names and cellular contact numbers for all employees engaged in transportation of medical marijuana products and provide it to the City Police Department, keeping the list current and up to date.

All Developer employees engaged in transportation of medical marijuana products shall carry a copy of the dispensary's current license authorizing the delivery of medical marijuana and/or related products, along with the employee's government-issued identification. The Developer employee engaged in transportation shall be instructed to present his/her license and identification upon request to state and local law enforcement and other employees of regulatory authorities. The licensee shall maintain a physical copy of the delivery request and shall make it available upon request of the City and its police officers. The delivery request documentation shall comply with state and federal law regarding the protection of confidential medical information (HIPPA). The licensed dispensary requesting the delivery shall maintain a copy of the delivery request and shall make it available, upon request, to the City and its law enforcement officers.

Developer shall keep complete and up-to-date records documenting each transfer of medical marijuana to other lawful cooperative corporations, including the amount

provided, the form or product category in which the medical marijuana was provided, the date and time provided, the name of the employee making the transfer, the name and address of the other lawful cooperative corporation to whom delivery is made, and the amount of any related donation or other monetary transaction.

13. Community Relations

i. Public Outreach and Education Program

Developer shall create an effective public outreach to City of Greenfield's community, including but not limited to outreach and interface with public and private schools, youth organizations, religious organizations, health care providers, drug abuse treatment providers, and mental health and drug counseling providers.

Developer shall coordinate and cooperate with the City and other medical marijuana Developers located within the City of Greenfield in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be approved by the City.

ii. Community Benefits Program

Developer shall coordinate and cooperate with the City and other medical marijuana Developers located within the City of Greenfield in the establishment, implementation, and funding of a community benefits program which could include such items as new community recreation facilities, expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service and special districts and organizations. This community benefits program may be implemented by a foundation or other association of medical marijuana Developers issued regulatory permits by the City.

The City and the public shall participate in the decision-making process for identifying and prioritizing community needs and benefits, and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

iii. Designation of Persons Responsible for Community Relations

At the time of this Agreement, Developer's general manager, Mark Putney, shall be responsible for community inquiries and complaints and on site during normal business hours.

iv. Interface with City of Greenfield Police Department

Developer's general manager, Mark Putney, shall interface with the City Police Department to ensure its operation is in compliance with local and state laws and regulations.

v. Local Recruitment, Hiring and Training Programs

Developer is committed to making a good-faith effort to recruit, hire, and train local residents for employment by the Developer. A good-faith effort means the Developer shall take the following or similar actions to recruit and employee local residents: 1) Contact local recruitment sources to identify qualified individuals who are local residents, 2) Advertise for qualified local residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employee local residents as a part of the its workforce.

Developer shall also seek local companies to serve as its general contractor and subcontractors needed for construction and build-out improvements of the Developer's medical marijuana facilities. Additionally, local companies shall be sought to employ as licensed security guards needed once Developer's facility is opened, as well as for ancillary services needed.

14. Safety Plan

In addition to all other requirements described in this Exhibit, Developer shall provide City with a Safety Plan that describes the fire prevention, suppression, HVAC and alarm systems the facility will have in place. The Safety Plan shall include an assessment of the facility's fire safety by a qualified fire prevention and suppression consultant considering all possible fire, hazardous material, and inhalation issues and threats, and shall describe the written and physical mechanisms in place to deal with each specific situation.

15. Business Plan

Developer shall provide City with a Business Plan that includes a description of day-to-day operations of the Project (in accordance with the GMC Section 5.28.200), including but not limited to a description of how the Project will conform too local and state law in accordance with Greenfield Municipal Code Sections 5.28.050, 5.28.140, 5.28.160, 5.28.170, 5.28.180 5.28.190 and 5.28.200, and the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use. The Business Plan shall also contain a schedule for beginning operation of the Project, including a narrative outlining any proposed construction and improvements, and a timeline for completion. The Business Plan shall include, at a minimum, a budget for construction, operation, maintenance, employee compensation, equipment costs, utility costs, and other operation costs and shall demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.

The Business Plan shall also contain a plan for at least three years of operations to address how the Project, including its exterior areas and surrounding public areas, will be managed, so as to avoid becoming a nuisance or impacting neighbors and the surrounding community.

In addition, Developer shall provide City with proof of capitalization, in the form of documentation of cash or other liquid assets on hand and Letters of Credit or other equivalent assets.

16. Employment Requirements

Developer shall adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees, providing compensation to and opportunities for continuing education and training of employees, and providing a living wage to all employees.

2691992.6

EXHIBIT D

Security Plan

URETSKY SECURITY

201 Calle Del Oaks, Suite D, Del Rey Oaks, CA 93940
Ph# (831) 324-0687 / Fax (831) 372-3051
P.P.O. License #16659 / P.I. License #22453

SECURITY PLAN

FOR

Golden State Alternative Care, Inc.

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SECURITY PLAN

This is the written Security Plan for Golden State Alternative Care, Inc. (GSAC). This plan addresses and meets the Requirements of Chapter 5.28. Subsection D-3 "Security Plan" of the City of Greenfield municipal code (Medical Marijuana Ordinance) and the Greenfield Police Department.

I. INTRODUCTION

GSAC understands the added security challenges of medical marijuana facilities and that appropriate security measures are of paramount importance. To that end, GSAC has taken extensive measures to have professionally vetted policies, procedures, and systems in place to provide comprehensive protection, not only for our physical plant and inventory, but also for employees, patients, vendors, other visitors and the surrounding community. Our security will meet or exceed the Police Department's and City's requirements set forth.

The security and safety of the GSAC's member/patients, staff, administration and surrounding public, is crucial to the operational goal of providing medicinal marijuana within a safe and healthy environment.

GSAC has selected Uretsky Security ("Security Agent") as the agent in charge of security. Uretsky Security has been providing fully licensed, trained, and professional security throughout the Monterey County for more than 15 years. Uretsky Security was founded by Bill Uretsky, who retired as a Lieutenant from the Carmel Police Department after more than 25 years in law enforcement. Uretsky Security has been in business for over 16 years and is a full service security company, supplying uniformed armed and unarmed licensed security personnel. Each security guard is fully licensed by the Bureau of Security & Investigative Services and under goes to 40 hours of training before being assigned a post.

GSAC will, at all times, have one or more designated Manager(s) ("Security Manager") as GSAC's agent in charge of security.

The Security Agent and Security Manager will have oversight responsibility for the implementation of this plan. As the person responsible for implementation, Bill Uretsky also will serve as a liaison with the executive staff, board, and law enforcement. In addition, Bill Uretsky will have oversight responsibility to review and update this Security Plan on a regular basis to ensure our continued compliance with the security aspects to all applicable laws of the State of California and the Medical Marijuana Ordinance.

With the leadership of our Security Agent, GSAC is developing a state-of the-art plan that takes advantage of the security industry's best practices and most up-to-date technology, ensuring that its cultivation facility, manufacturing facility and dispensary operate at the highest level of security preparedness.

GSAC and Bill Uretsky have reached out to and have been working with the City's local law enforcement officials to enlist their input and cooperation in the development of our security procedures. The goal is for our plan to meet or exceed current standards for policing and securing this type of facility.

Our Security Plan is divided into three components: *Facility Security. Policies and Procedures,* and *Operations Security*. The preventive measures adopted in these components will minimize our security exposure, protecting the public, our patients, and our staff. GSAC also is confident that should there be any breach of security, our comprehensive response capabilities will ensure the incident is quickly detected, contained, and resolved at the appropriate response level.

II. FACILITY SECURITY

GSAC has been approved for a cultivation and manufacturing facility at 721 El Camino Real and is proposing a cultivation facility and dispensary on 4 separate but contiguous parcels at 799 El Camino Real. The objectives of the Security Plan are as follows:

- Reduce the likelihood of security breaches
- Trigger an immediate response in the event of a breach
- Control access to the facility, limiting it to authorized and properly identified personnel

A. PHYSICAL BUILDING

1. Location and Building Specifications

The physical address of our facility will be 721 El Camino Real and 799 El Camino Real.

The proposed facility is located in a light industrial complex area that includes manufacturing and industrial businesses. Located on a large lot within a secured fence, the facility has numerous intrinsic security features and is easily converted to high-security use. The facility does not adjoin high-use public areas or high traffic intersections, is set back more than 30 feet from the El Camino Real, has secure means of ingress and egress, is located in a light industrial complex, is not accessible to foot traffic, is in an area of low vehicular traffic, is in an area with little or no non-commercial traffic, is not located near any schools, freeways, residential housing, or places of worship.

There is one entrance and one side exit and three roll-up steel doors for deliveries for the facility. Car access also will be limited. The windows do not open.

The facility has entrances and exits and also a metal gate fence to deter unauthorized access.

The site plan shows the entire structure of the facility, including the street(s), parking lot(s), other tenants within the facility, and any other entities that physically border the facility.

Areas where medical marijuana will be kept or handled have no external doors or windows and can be accessed only from within the facility. All main access point door hinges will be equipped with hinge-pin-locking screws to increase security. This configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely, they will also discourage any theft attempts.

2. Floor Plan

A floor plan of the facility shows the location of (1) All entrances and exits; (2) The location of any windows, skylights, and roof hatches; (3) The location of all cameras, and their field of view; (4) The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens; (5) The location of the digital video recorder and alarm control panel; and (6) Restricted and public areas.

3. Lighting

Statistics show that crimes are less likely to occur in well lit areas, because a well lit property is an excellent deterrent. Security lighting is one of the most practical and effective ways to prevent crime in or around commercial facilities.

The main objectives of our security lighting system at the facility are to illuminate dark areas and detect and recognize movement in the protected area. The best vision with outdoor lighting is obtained from downward directed and shielded security lighting that is constantly on, supplemented with instant-on lighting triggered by motion detectors.

GSAC will add external security lighting, including high spot lights to both facilities. Each facility and all walkways of each facility will be well illuminated to maximize visibility. Lighting will be operated automatically by a photo-sensor, ensuring that lighting will at all times be optimal for video capture.

Exterior lighting on the Facility and parking area lighting for the Facility will be balanced and will not result in a glare on adjoining properties, will complement the security systems described above to ensure that all areas of the GSAC are visible, and will provide increased lighting at all entrances to the Facility. The exterior lighting will be turned on from dusk to dawn.

No medical marijuana, or any product containing medical marijuana, or paraphernalia will be visible from the exterior of the Facility.

GSAC will add external security lighting as appropriate.

4. Guards / Identification

Security personnel will perform security functions and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Manager. Any incidents qualifying as irregular or suspicious will be handled immediately.

GSAC will employ Security Personnel subject to the following requirements:

- All Security Personnel will register and maintain valid registration status with the State of California's Department of Consumer Affairs. At no time will there be any Security Personnel registered with the State at any level that is less than that of a proprietary private security officer.

- Proof of application and registration for all Security Personnel will be maintained by GSAC and will consist of copies of all relevant documentation including: application forms, receipts for application fees and live scan fees, and actual proof of registration.

- While on duty, all Security Personnel will have a nameplate containing the Security Personnel's full name and the word "SECURITY" printed in bold, capital letters. The nameplate will be exhibited prominently on the clothing, at chest level, and will be visible and easily read at all times. The nameplate will be a minimum of two inches (2") high and four inches (4") wide, with the required information printed in capital letters, at least three-fourths inches (¾") high and in a contrasting color.

- As an alternative to a nameplate, the Security Personnel's name and the word "SECURITY" may be embroidered on the Security Personnel's outermost garment with the required information meeting the above specifications and located at chest level.

Security Personnel/Security Guard will be present and on duty at the Facility during its hours of operation.

The Security Personnel/Security Guard will provide security inside the Facility, along the outside perimeter of the Facility, at parking sites immediately adjacent to the Facility and used by members of GSAC, and at sidewalks adjacent to the Facility.

Once each facility is operational, GSAC will employ Uretsky Security, a private company that will provide security guards. Uniformed armed and unarmed security personnel will be on site monitoring the facility during hours of operation. All security personnel will be thoroughly screened, trained, and strictly to ensure they are of the highest capability.

During operating hours, GSAC will have 2 on-site security guards at the facility entrance. After hours GSAC will have 1 on-site security guard at the facility.

Security personnel will perform and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Agent. Any incidents qualifying as irregular or suspicious will be handled immediately.

5. **Perimeter Security**

GSAC will secure the perimeter of our cultivation facilities to prevent unauthorized intrusion. With our cultivation facility, GSAC plans to use one or more of the following critical elements to secure the perimeter of our building: security fencing, security guards, and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

The Facility proposes fencing around the entire perimeter with gate entries. Any new fencing will be installed in such a way that no gaps will be left between the fencing and areas where it butts up against the building or yard. The security of any perimeter fencing will be checked by guards daily.

The perimeter of each building will be secured by video surveillance and adequate outside security lighting.

Motion detectors will monitor the inside of all exterior doors and windows. These are separate sensors from our video camera motion detectors.

6. **Access Conditions for Staff and Non-Staff Business Associates**

At the facility location, all staff and business associates will park in the common parking spots in front and in the rear of the building. The personnel will use the front entrance to access the facility. At the facility, there will be parking spaces inside the secured perimeter for employees and vendors. All staff will need keycards and electronic pass codes to access both facilities, including restricted areas within the facility (see below for details on keypad systems).

Non-staff business associates are all those, such as vendors and contractors, who do business with GSAC but are not employees or directors. To access restricted areas of either facility, non-staff business associates will need to be admitted by appropriate staff and must be accompanied by a staff member at all times.

All persons working for or doing business with us will need a company-issued permanent identification card or temporary identification tag to be able to enter restricted areas. Staff will receive these upon hire.

Once the reason for their visit is confirmed, vendors and contractors will receive temporary identification tags at the reception window before being allowed to enter the dispensary or cultivation rooms under staff escort.

GSAC will require that ID cards and tags be visibly worn by all staff and non-staff at all times within the facility.

7. Qualified Patient and Primary Caregiver Access

Guidelines for qualified patient and primary caregiver access are provided in GSAC's Business and Operations Plan for the Dispensary.

8. Non-Patient Public Access

Persons other than management, employees, volunteers, vendors, contractors, and patients and their caregivers may from time to time have legitimate reasons to visit our facility. These include:

- Law enforcement
- Political officials and government administrators,
- Medical, health, and social service professionals, and
- The media.

Besides staff, no one other than law enforcement may enter the restricted areas of our facility unless their visit has been approved by management, they have been issued and are wearing a temporary facility identification tag authorizing their entry into restricted areas, and they are accompanied at all times by a staff member who has been specifically authorized to bring them into access-restricted areas.

9. Internal Access-Point Control

Movement within each area of the facility will be tightly controlled. All main access doors, doors to the cultivation rooms will require keycards and electronic pass codes. In addition, patients and caregivers will not be allowed in from the waiting room of the dispensary as described above unless they have been verified as qualified patients or caregivers. Only permitted employees will be allowed to enter into the cultivation facility.

B. ELECTRONIC SECURITY SYSTEM

GSAC will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

1. Video Surveillance

The Facility will be equipped with, and at all times be monitored (24/7) by, a web-based closed-circuit television for security purposes. The camera and recording system will be of adequate quality, color rendition and resolution to allow the ready identification of any individual committing a crime anywhere on or adjacent to the Facility. The system will be fully functional prior to processing or cultivating of medical marijuana at the Facility, should that occur.

The recordings of the monitoring will be maintained for a period of not less than thirty (30) days and will be made available and accessible to the Chief of Police and any other City official charged with enforcing the provisions of the Greenfield Municipal Code. The recordings will be made available immediately upon request for review and copying, without the need for a search warrant, subpoena or court order. GSAC will also provide

the Chief of Police with access to on-site web-based video surveillance to monitor remotely at any time without a warrant, subpoena or court order. The Police Department will be notified 72 hours in advance of any planned security system maintenance that will result in any stoppage of the continuous recording.

GSAC will employ state-of-the art external and internal Advidia Cameras up to 6 megapixel resolution Standard H.264 video compression with high compression ratio. Progressive scan CMOS, Includes Hi-PoE injector. High Speed PTZ with 30x Optical Zoom WDR and auto/manual day & night switch. Weather Proof Rating: IP66 Video Insight VMS Software license included. This is sufficient to allow facial identification of anyone in or nearing the facility. All cameras are equipped with motion detection and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms. Our IP camera system with digital NVR (Network Video Recorder) recorder includes:

P-240 Advidia P-240 2.4 MP, Full HD at up to 30 fps H.264 and 30x zoom
The Advidia P-240 is a powerful PTZ 2.4 MP, Full HD at up to 30 fps H.264 and 30x zoom, offers the best clarity and precise maneuvering capabilities with pinpoint and focus in on any detail. With an IP 66 rating, the P-240 works best in outdoors monitoring large, busy spaces like parking lots. (See attached Technical Specifications).

A-65 bullet camera is a 6 megapixel camera with built in IR.
The A-65 is ideal for areas such as parking lots and outdoor applications where more pixels per foot are required. Remote zoom and focus (See attached Technical Specifications).

A-44-IR V2 Dome Camera
The A-44 IR V2 indoor dome is a great camera for hallways and classrooms. This video surveillance camera has a 2 megapixel sensor and remote focus. With 2-way audio, the A-44 IR V2 can be used in a variety of scenarios. (See attached Technical Specifications).

External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the waiting room, reception office, the dispensary room, cultivation rooms, and processing rooms. This covers all areas where marijuana is present or handled, including all point-of-sale locations, and all means of access to such areas. Video surveillance will cover external and internal areas 24/7.

Dell® PowerEdge R730xd Rack Server with Video Insight Enterprise VMS (Video Management Software):

VIDEOINSIGHT®
A Panasonic Company

2 x Intel® Xeon® Processor E5-2603 v3 1.6 HGZ, 15M Cache Preloaded Network Video Recorder 2U Rack. Video Insight NVR comes pre-loaded, activated and tested with the full Video Insight Software Suite. http://www.video-insight.com/ (See attached Technical Specifications).

ACCESS CONTROL CONNECTION (ACC)
ACC is a full service IT and security camera systems company serving the Monterey County area for over 20 years. ACC prides itself on professional installations and service of security cameras, video surveillance cameras and access control systems. ACC's professional and knowledgeable security camera systems staff will assist you in providing affordable security camera systems, commercial security camera systems and video surveillance installations.

2. Third-Party Monitoring

GSAC anticipates contracting with ACC & Uretsky Security to help deter, detect, and document security events at each facility. ACC & Uretsky Security will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times, and will report and document any suspicious activity. Our internal security personnel will work with [vendor] to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

- There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:
    - Motion-sensor surveillance cameras
    - Motion-sensor laser beams
    - Unauthorized electronic access
    - Security and fire alarms

ACC is a full service IT and security camera systems company serving the Monterey County area for over 20 years. We pride ourselves on professional installations & service of security cameras, video surveillance cameras and access control systems. Our professional and knowledgeable security camera systems staff will assist you in providing affordable security camera systems, commercial security camera systems and video surveillance installations.

3. Intrusion and Motion Detection

Our alarm system will have motion detectors and glass breakage sensors covering entryways and exits, hallways, cultivation rooms, storage rooms, and windows.

Motion detectors will be utilized to monitor the interior side of all exterior windows and doors. (These are separate from our video camera motion detectors.)

4. Centrally monitored Fire and Burglar Alarm System

The Facility will comply with all local fire code requirements.

The Facility will have a centrally monitored fire and burglar alarm system. This system will be fully functional at all times and prior to processing or cultivating medical marijuana at the Facility, should that occur.

At a minimum, this alarm will cover the perimeter of the Facility and will focus on those areas where medical marijuana is grown, produced, harvested, stored, packaged or dispensed.

This alarm system will be monitored by a professional alarm company at all times.

This alarm system will be routinely inspected to insure that they are functioning properly.

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:

- The control panel shall be a UL listed burglar alarm control panel;
- The system shall report to a UL listed central monitoring station;
- A test signal shall be transmitted to the central station every twenty-four (24) hours;
- At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that contain safe(s);
- The system shall include at least one (1) holdup alarm for staff use; and
- The system shall be inspected and all devices tested annually by a qualified alarm vendor.

C. Alarm Testing

A test signal will be transmitted to the central station every twenty-four (24) hours. The alarm system will provide coverage of the facility ingress/egress points, the exterior windows, offices, production areas, storage areas, cashiering areas and the product safe. The system will include at least one (1) holdup alarm for staff use. Finally, the system shall be inspected and all devices tested annually.

1. Panic Buttons and Internal Communications

Panic buttons will be installed.

There will be incoming phone lines and active telephone handsets with intercom capability: reception office, dispensary room, medical director's office, and the miscellaneous business office. Phones will be VOIP via broadband ISP.

2. Fire Security

The facility will comply with all local fire code requirements. The facility will have fire sprinkler systems. In addition, all rooms in each facility will be equipped with smoke detectors. ABC rated fire extinguishers are present in the facility.

3. Maintenance and Testing

All security-related systems will be routinely inspected to insure that they are functioning properly. This includes:

- Video surveillance equipment

- Third-party monitoring equipment and connections
- Alarm systems
- Sensors
- Electrical connections
- Motion detectors
- Smoke detectors
- Panic buttons
- Phone connections
- Information storage and backup systems
- Electrical backup systems

The Security Agent will be responsible for ensuring that such inspections take place at reasonable intervals. We will promptly implement all necessary repairs to ensure continuous proper functioning of the security system. Inspection results and maintenance records will be securely kept for review by the Department and appropriate oversight authorities.

III. POLICES & PROCEDURES FOR FACILITY SECURITY

A. Incident Management and Emergency Response

We understand that smooth operations require well-laid contingency plans and a staff well-trained in their execution. Under the leadership of our Security Agent and with input from appropriate. Local agencies and enforcement authorities, GSAC will develop a comprehensive Emergency Response Plan.

The Emergency Response Plan will include contingencies for non-security related emergencies such as medical emergencies, bomb threats, fires, explosions, chemical release, and weather-related disasters to ensure an appropriate and orderly response. This will prevent non-security related emergencies from becoming aggravated security emergencies as well. Emergency procedures and emergency contact numbers will be provided in writing to all employees and posted prominently in all areas of the facility.

We will also develop a comprehensive set of guidelines for dealing with security threats. All staff will learn and be drilled in these procedures to ensure they are adequately prepared for emergencies. Preparedness means all staff members:

- Know how to assess emerging situations to determine the type and level of threat they may pose;
- Know how to respond to different kinds of security threats;
- Know which types of situations warrant the activation of panic buttons; and

- Know how to proceed when a security alarm goes off or a panic buttons has been activated.

If a security breach is found to constitute an actual emergency, authorities will be notified as required. We will then follow the emergency response procedures it will establish in cooperation with local law enforcement authorities for smoothly bringing the situation under their control.

Procedures will be revised and updated as necessary. They will be reviewed at least one every twelve months. We will invite local law enforcement to offer their input on up-to-date security threat analysis and contingency planning.

B. Outside Partnerships: Liaising with Community and Local Law Enforcement

Local law enforcement and neighbors in close proximity to our facilities will have the name of one or more contact persons on our staff whom they can notify day or night in case there is a problem impacting them or that they feel may impact us.

We will periodically reach out to neighbors to ensure that there are no unreported problems of this sort.

We also will reach out to local law enforcement to develop a professional working relationship and a coherent contingency plan for incidents that require a law enforcement involvement at our facility. Local law enforcement officials will be invited on-site to discuss and evaluate potential security risks, vulnerabilities, and to assist in the development or enhancement of our current security program.

C. Closing Procedures

After the close of business each day, GSAC closing procedures require that the alarms be set by the two (2) or more individuals who will all exit at the same time. At the close of each business day, our personnel will insure that all rooms are locked, the processed medical marijuana and medical marijuana is secure and that the security alarms are set:

1. All exterior doors and interior rooms are locked.

2. The medical marijuana products are secured in the safe.

3. That the security alarms are set.

D. Preventing On-Site Consumption

GSAC shall not permit the consumption of medical marijuana at the registered premises in any form. All medical marijuana will be kept in a closed container that shall not be opened on the premises. Any medical marijuana or marijuana paraphernalia that shows evidence of the medical marijuana having been consumed or partially consumed will be reported to the Department and/or local Police Department. Smoke detectors will be installed at the Facility and routine monitor surveillance will be implemented to prevent the use of medical marijuana on the registered premises.

1. **Suspicious Activity and Loitering**

   Staff will be trained to identify and respond appropriately to all levels of suspicious activity. Loitering will not be tolerated. Patients will be advised orally at their first visit of our no loitering policy as well as be given a patient handbook in which they are shown the policy in writing. Noncompliance will result first in a warning, then in a suspension of purchasing privileges at our facility. Loitering by non-patients will result first in a warning from our staff or security guard, and then in notification of local law enforcement.

2. **Ingress / Egress / Access**

   GSAC will secure the perimeter of the Facility to prevent unauthorized intrusion.

   Windows and roof hatches of the Facility will be secured from the inside with bars so as to prevent unauthorized entry. The bars will be equipped with latches that may be released quickly from the inside to allow an exit in the event of an emergency. The windows and roof hatches will be in compliance with all applicable building provisions in the Greenfield Municipal Code.

   Exterior doors to the Facility will remain locked from the outside to prevent an unauthorized ingress to the facility. Ingress will be allowed by means of a remote release operated from within the GSAC. In all cases, doors will remain operable from the inside to allow egress without the use of a key or special knowledge. Access-controlled egress doors will comply with Section 1008.1.3.4 of the California Building Code.

   Members, not including personnel, will enter the Facility through the GSAC's front entrance into a safety area. This safety area in law enforcement is sometimes called a "Sally Port." Entrance into the areas where medical marijuana is kept must be authorized. Members, not including personnel, must provide proper documentation in order to leave the Sally Port and enter into other areas of the Facility.

   Persons other than management, employees, volunteers, vendors, contractors, and members may, from time to time, have legitimate reasons to visit our facility; such persons: may include: law enforcement, political officials government administrators, medical, health, and social service professionals, and the media.

   Besides the GSAC's management, employees, volunteers, vendors, contractors, and members, no one, other than law enforcement or City agents, may enter the restricted areas of the facility unless management has approved their visit. Movement within the Facility will be tightly controlled and regulated.

   No cultivation of Medical Marijuana at the Facility will be visible from any public or other private property, nor will Medical Marijuana or any product containing Medical Marijuana be visible from the exterior of the Facility.

   All areas devoted to the cultivation of medical marijuana at the Facility will be secured and separated from public access, by locked interior doors and any other security

measures necessary to prevent an unauthorized entry.

3. Preventing Theft & Non-Diversion

To prevent diversion of medical marijuana we will take the following measures:

1. Any personnel that are aware of any such theft or diversion will result in immediate termination and reporting the incident to both the Department and the Police Department.
2. All medical marijuana while growing will be maintained in a secure and locked room that is accessible only to authorized persons. Medical Marijuana that has been processed but not delivered to an authorized dispensary will be in a compliant safe.
3. No individuals who are not authorized to be on the premises will be allowed access thereby reducing the threat of theft or diversion of medical marijuana.
4. At the time of each purchase, GSAC will verify the status of the registered dispensary and/or medical marijuana patient in good standing with the Department.
5. Have the dispensary and/or medical marijuana patient agree not to distribute cannabis to non-patients;
6. Have the dispensary and/or medical marijuana patient agree not to use the cannabis for other than medical purposes;
7. Maintain dispensary and/or medical marijuana patient records on site or have them reasonably available in a secure filing cabinet;
8. Track when dispensary and/or medical marijuana patient licenses and/or permits expire;
9. Enforce conditions of purchasing by excluding those who are caught diverting cannabis for non-medical use;
10. Monitor transactions and program controls to see if a dispensary and/or medical marijuana patient is purchasing more than should be reasonable.
11. Implementing our state-of-the-art supply chain tracking system that follows every plant from seedling to sale to prevent shrinkage within the cultivation facility. Each plant has a barcode and if it is missing we will know that a serial number is unaccounted for;
12. Compare average yields of plants, whereby if plants in particular areas are yielding less end product we can alert Security to a possible concern; and
13. Obtain delivery confirmations for each package delivered to dispensaries from authorized transportation personnel, and log that information with our record keeping system.

Since regular inventory and supply chain tracking is crucial to preventing diversion, inventory will be manually performed every day by a background-checked employee to verify the accuracy of our computerized inventory management system.

We believe that by having strict guidelines aimed at preventing diversion, and creating an inventory tracking system that allows us to follow each plant from seedling to sale, we will be able to create a closed loop system and effectively mitigate risks of theft and diversion.

4. Incident Log

GSAC will maintain an incident log for a period of seven (7) years with reports of incidents that triggered an alarm. Such reports shall be made available to the Department during any inspection of the facility. We will notify the Department by electronic means within twenty-four (24) hours of any incident in which a theft, burglary, robbery, or break in occurred, whether or not items were actually removed from the facility. Our facility manager shall follow up the initial notice with a written report describing in detail the factual circumstances surrounding the incident and include an inventory of all stolen items, if applicable. The incident log will be kept in a safe, secured filing cabinet.

5. Weapons

No person will be allowed to be in possession of any firearm while in the Facility, without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearms. Persons in possession of a firearm while on the premises of the GSAC must provide the City Manager and the Chief of Police, ten (10) days before bringing the firearm onto the Premises, with the following:

- A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearms.
- A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency.
- A copy of his / her California Driver's License or Identification Card.

IV. SECURITY OPERATIONS

Employees will be tested on training content and must pass the test by their third attempt in order to remain employed. All staff will also go through periodic refresher seminars, as well as new training on any policy updates or changes in procedure. All emergency procedures will be rehearsed in periodic drills.

In addition to training and periodic drills, all employees will receive official Company reference material, written in plain English and presented in an easy-to-use outline format, explaining all our operational, safety, and security policies and protocols. In developing our official safety and security policies, we will consult with local law enforcement. We will also work with local police to develop effective ongoing employee training seminars and practices. Especially in developing our policies and training procedures on crime prevention and security threat response, we will seek the involvement of local law enforcement.

A. Business Hours

Our cultivation and manufacturing facility shall not be open to the public. The facility will operate twenty-four (24) hours a day, seven (7) days per week. Deliveries will occur between the hours of 9:00 AM and 5:00 PM Monday through Friday. We shall permit only a registered director, officer, member, incorporator, agent, manager, employee, or government or law enforcement official on the registered premises of the cultivationor manufacturing facility.

The hours of operation for the dispensary will be 9:00 AM to 7:00 PM, Sunday through Saturday. During these hours patients, caregivers and visitors will be verified and accepted.

Shipment receiving will be 10:00 AM to 5:00 PM, Monday through Friday.

Vending hours will be 10:00 AM to 2:00 PM, Monday through Friday.

B. Workforce Security

1. Staffing Structure and Current Employee Roster

A breakdown of the positions by title and job description is found in the Staffing Plan.

2. Background Checks

All employees shall be subject to a Fingerprint-Based Criminal History Records Check by the Police Department prior to their employment. The fingerprint check will include all employees, volunteers, principals, directors, and board members. We will also perform background checks on any contractors or vendors who regularly work within the facility or will be employed there for an extended time. Copies of any public records obtained through the background check process will be provided to the individual concerned. To ensure transparency, the entire background checking process will be conducted by a third-party.

We will not employ anyone who has been convicted of a felony except for the purposes of the Medical Marijuana Program as an "excluded felony offense." Also, we elect not to engage any contractors or vendors who would have access on a regular basis or for an extended time to restricted areas of our facility if they have been convicted of any excluded felony offenses.

An accurate and up-to-date employee list shall be maintained on the premises and shall be made available to the Chief of Police upon request. The employee list shall include the full name, residence address, telephone number, date of birth, social security number, and date of hire of each employee. The Chief of Police shall be notified within twenty-four (24) hours after discovering any of the following:

- Significant discrepancies identified during inventory.
- Diversion, theft, loss, or any criminal activity involving the facility or its operations, or any agent, officer, or employee of the business.

- The loss or unauthorized alteration of records related to Medical Marijuana or employees or agents of the business.
- Any other breach of security.

3. Training and Drills

Security and emergency response training is only part of the comprehensive training required for all employees. Training will also cover:

- Medical marijuana laws and regulations,
- Patient privacy, confidentiality, and secure electronic record keeping,
- Procedures for patient reception and registration,
- Procedures for product sales, and
- Personal safety, fire safety, and crime prevention.

4. Personnel Records

GSAC will maintain personnel records for each employee, agent, or volunteer. These personnel records will be maintained for a period of at least six months past the end of the individual's affiliation with us. These records will include:

- Application
- Documentation of all required training,
- A signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters.
- Record of any disciplinary action taken against employee at any time during employment.

5. Limited Cash Operation

Cash payments will be directly deposited into a drop slot safe, limiting the amount of cash circulating at the dispensary. The money will be removed from the safe and counted daily in a locked room. Access to the dispensary will be limited to employees during all safe transfers. Two employees are required to be present during this time. The cash will then proceed to the appropriate bank in a locked container each day. Access to the container will require both an electronic keypad password and a pass-code.

C. Inventory Security

1. Sale

The inventory tracking and control system associates every product sold with a single transaction, a single patient or caregiver, and a single dispensary agent. All sales take place under camera surveillance that captures inventory movement as well as the faces and identifying features of the patient (or designated caregiver) making the purchase and the dispensary agent making the sale. See our Inventory Control Plan for details on our inventory tracking system.

2. Storage

All harvested medical marijuana will be stored in high-security fire-proof safes. Inventory will be removed from the storage safes only for the purpose of immediate transport or immediate sale. Our fireproof safes are will be waterproof from fire hoses and sprinklers and have all steel construction, inside and outside. Our storage safes will represent top quality for safety and fire protection. The storage area shall have a volumetric intrusion detection device(s) installed and connected to the facility intrusion detection system. The safe shall be a UL listed burglar-proof safe with a minimum rating of TL-30. Safes weighing less than seven hundred fifty pounds (750 lb.) shall be installed in a steel clad concrete block or otherwise securely anchored to a fixed part of the facility structure.

3. Visibility

Medical marijuana or paraphernalia will not be visible from any public or other property not owned by us.

4. Transport

GSAC does not plan to deliver medical marijuana to dispensaries.

All drivers with incoming products or supplies will be required to be in contact with our facility at the origination of the transport process. We will keep all transportation documents computerized and ready for inspection, and will have appropriate commercial liability insurance that covers travel.

Loading at the facility will also take place under the supervision of a security personnel or an authorized employee.

For information on our inventory tracking system, see our Inventory Control Plan.

5. Disposal of Unused or Surplus Medical Marijuana

We intend to dispose of unused or surplus medical marijuana and its by-products by incinerating. All unused or surplus medical marijuana and its by-products shall be weighed and documented and recorded on a form.

We shall report any stolen or lost medical marijuana by filing a police report by calling 911 or in person with the Police Department where our registered business resides either in person or in writing within twenty-four (24) hours of becoming aware of the theft or loss.

6. Record Keeping

We will keep records complying with local, state, and federal laws and regulations regarding patient records, inventory records, and transportation records. Transport agents will carry with them a copy of the transport authorization and control data (the “transit slip”) during transport of medical marijuana. All inventory control records and records of inventory transfer, transport, and delivery will be kept for five years and made available to the Department and authorities on request.

7. Information Systems Security

Securing Data

Our data and information are as valuable as our products. We will take both ordinary and extraordinary measures to protect our information systems and keep our data secure. Ordinary measures are:

- Using virus protection, spam-filtering, and firewalls
- Keeping software and OS updated
- Using passwords and changing them frequently
- Using secure wireless networks
- Restricting web browsing
- Initiating frequent and secure data backups

We will limit access to our network by using unique user passwords and by restricting IP addresses and MAC addresses to specific computers. The use of third party email, web, and data servers will be avoided. We will provide training on user security procedures.

All data and information from our security system and from our inventory control system will be secured and encrypted and backed up automatically every night, not only to a private server on site, but also to a secure, off-site server location. Should there be an emergency, natural disaster, or criminal breach at our facility, all data remain safe and remotely accessible on our remote backup server.

Patient Health Information

Just as sensitive and important as our security system data and our inventory tracking data are our patient records. We take patients' privacy very seriously. Consequently, all the safeguards in place to protect and preserve our security data and inventory control data will also be employed to preserve patient information and prevent any breach of patient confidentiality, ensuring that the electronic storage, transmission, and retrieval of patient health information is secure.

Patient records will be stored in a database and encrypted at the OS level. All digital records will follow HIPAA and PCI regulations and guidelines.

EXHIBIT E

Odor Control Plan

Odor Management Plan

The Odor Management Plan for GSAC addresses and meets the requirements of Chapter 5.28.050 of the City of Greenfield Medical Marijuana Ordinance.

The proposed cultivation of medical cannabis could cause odors. A preliminary evaluation has been made of possible significant impacts of odors to the environment and mitigation measures that can be incorporated into the planning, design, and operation of the cultivation site. The primary purpose of Odor Management Plan is to demonstrate how we will comply with the applicable environmental laws and regulations pertaining to cultivation facilities.

"Scrubbing" and Treatment of Air

GSAC intends to use a Closed Growing Environment (CGE), or closed loop aeration system that keeps all environmental conditions contained within a production room, as opposed to an open aeration system that brings in air from outside at its facilities. In a CGE setup, each room, where plants are stored or processed, is sealed from the others, bringing in no outside air. There are no air vents pushing air to the outside or vents pulling air in.

The CGE setup provides the ability to manually control a production room's environment, creating ideal plant conditions to foster plant growth, avoid problems associated with an open aeration setup and sustain our environmental objectives. These enclosed interior environments are not affected by outside conditions, providing a barrier to contain odor within our facility and control pests from entering from outside our facility. The ability to provide plants with an optimal temperature, humidity and CO_2 levels can have a large impact on crop yield and quality while minimizing impact to the environment.

Before leaving the production room, the air will run through a series of active carbon filters, through which odors are "scrubbed" from the air. The air is conditioned with humidifiers, dehumidifiers and air conditioning.

The treatment of air in a CGE setup also helps avoid odor related security and nuisance problems. Cannabis produces heavy odors due to evaporation of volatile terpenoids. As such, in order to have minimal impact to the outside and inside environment and produce more robust plants, GSAC intends to use this system of air circulation and scrubbing air.

Planning Commission Report

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: September 21, 2016

AGENDA DATE: October 4, 2016

TO: Planning Commissioners

FROM: Mic Steinmann, Community Services Director

TITLE: **RECOMMENDATION THAT THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT WITH GREENFIELD ORGANIX, INC., FOR MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 900 CHERRY AVENUE**

AUTHORITY AND PROCEDURES

Development agreements are authorized under chapter 16.37 of the municipal code pursuant to the authority of State Government Code section 65865 *et seq*. The purpose of development agreements is to give certainty to the planning and project development process and to give assurance to the project applicant that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules, and regulations, and, subject to conditions of approval, this will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

Development agreements must be approved by ordinance and the City Council must make a finding, following public hearing, that the provisions of the development agreement are consistent with the general plan and any applicable specific plan. (Section 16.37.100) The Planning Commission is responsible for holding public hearing on a proposed development agreement and recommending to the City Council that it approve, conditionally approve, or disapprove the development agreement. (Section 16.37.090)

BACKGROUND AND ANALYSIS

Chapter 5.28 of the municipal code authorizes the issuance by the City Council of medical marijuana regulatory permits. On June 14, 2016, the City Council approved issuance of medical marijuana cultivation and manufacturing regulatory permits to Greenfield Organix, Inc., (located

at 900 Cherry Avenue) and Golden State Alternative Care, Inc. (located at 721 El Camino Real), subject to a number of conditions of approval, including execution of a development agreement which shall include at a minimum the terms and conditions required by and specified in the administrative regulations for medical marijuana facilities regulatory permits approved under City Council Resolution No. 2016-15, and such other terms and conditions as otherwise required by the City Council during its review and discussion of the development agreement.

Proposed Development: Greenfield Organix will cultivate and manufacture medical marijuana and products at 900 Cherry Avenue on behalf of the patient members of the Greenfield Organix collective and other legal dispensaries/collectives, which at this includes Higher Level of Care of Carmel, CA and Exhale Med Center of West Hollywood, CA. includes Higher Level of Care of Carmel, CA and Exhale Med Center of West Hollywood, CA. There will be no direct distribution or sale to the public, qualified members of the Greenfield Organix collective, or their primary caregivers from the Greenfield Organix cultivation and manufacturing facility located in the City. Medical marijuana flower and infused products will be distributed only to legal dispensaries/collectives not located in the City with which Greenfield Organix has a contractual relationship.

The proposed project is a light industrial/cultivation/nursery/manufacturing development for medical marijuana cultivation and manufacturing facilities. As currently proposed, the overall project will be developed in sequential phases. The first sequence or phase includes renovation of the existing 884 square foot house for use as a caretaker residence, construction of a 4,000 square foot manufacturing warehouse, and construction of one 10,800 square foot greenhouse. Phase two includes construction of four 10,800 square foot greenhouses, Cherry Avenue curb, gutter, and sidewalk improvements, construction of an on-site stormwater detention basin, installation of water and sanitary sewer lines, undergrounding of utilities, and decommissioning of the existing septic system. The final construction sequence includes construction of five additional 10,800 square foot greenhouses. All sequential development should be completed within eighteen months of initial project approval.

Conformance with General Plan

The Greenfield General Plan designates the project site as Light Industrial with an Industrial Park Overlay. This land use designation allows for a broad range of industrial uses such as processing, packaging, machining, repair, fabricating, distribution, warehouse and storage, research and development, and similar uses that do not result in significant impacts from noise, odor, vibration, smoke, or pollutants. These uses should, when possible, be combined in development projects that incorporate various uses to minimize travel and transport for goods and services related to and required to support the industrial use, and to help reduce regional commuter traffic by providing employment opportunities for residents of Greenfield within the city limits. The proposed project combines processing, packaging, and distribution of finished and raw products consistent with the uses allowed by the General Plan Light Industrial land use designation.

The General Plan encourages infill and intensification of land uses through the reuse or redevelopment of vacant or underutilized industrial, commercial, and residential sites. The

General Plan encourages development of commercial and industrial uses that are consistent with the scale and character of surrounding land uses. The proposed project will intensify the use of a 4.85 acre parcel that is currently developed with a residence and vacant, undeveloped land. The project site is in the City's northern light industrial district. Development of similar facilities of the same scale and intensity on other available parcels in this district is anticipated.

The proposed project is consistent with General Plan policies that call for the recruitment of businesses, industries, and other employers whose operations are consistent with the City's long-term economic development goals. The proposed project provides new jobs to further the City's jobs to housing goals. It will also provide a significant source of revenue to the City that will enable the City to provide services and benefits to the community that it is not currently able to because of budget limitations and insufficient revenues.

Zoning Code Land Use

The zoning code designation for this property is Light Industrial (I-L). Consistent with the General Plan, this district is intended for low to medium intensity uses that involve processing, packaging, machining, repair, fabricating, distribution, warehousing and storage, research and development, and similar uses. Chapter 5.28 of the municipal code specifically allows medical marijuana, dispensary, cultivation, and manufacturing facilities in this zoning district. Such uses are similar to other allowed uses enumerated in table 17.26-1 of section 17.26.040 of the zoning code and are, therefore, allowed uses in the Light Industrial (I-L) zoning district. As the project is currently proposed and as it is developed, it will conform with established development standards for the light industrial district pertaining to lot coverage, setbacks, building heights, landscaping, resource efficiency, lighting, parking, signage, and noise and odor management.

City Council Findings

On June 14, 2016, when the City Council approved the issuance of medical marijuana regulatory and conditional use permits for Greenfield Organix, Inc., at 900 Cherry Avenue, the City Council made a number of specific findings (*see* attached staff report and resolutions adopted by the City Council):

1. That the proposed development of medical marijuana cultivation and manufacturing facilities at 900 Cherry Avenue in the City of Greenfield is consistent with the General Plan and applicable provisions of the City of Greenfield Zoning Code, Title 17.

2. That the establishment, maintenance, or operation of the proposed use will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of the public.

3. That all requirements of the California Environmental Quality Act have been met.

At that same meeting, the City Council also considered a preliminary draft development agreement and introduced an ordinance approving that agreement. (Note: Since the development

agreement was subsequently modified, its reintroduction at a later date is required.) As part of that action, the City Council made a number of specific findings:

1. That the development agreement is consistent with the general plan objectives, policies, land uses, and implementation programs and any other applicable specific plans.

2. That the proposed development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.

3. That the development agreement will promote the orderly development of property or the preservation of property values.

4. That all requirements of the California Environmental Quality Act have been met.

BUDGET AND FINANCIAL IMPACT

Approving the proposed development agreement for medical marijuana cultivation and manufacturing facilities will result in significant additional revenue flowing to the City's general fund once the proposed medical marijuana cultivation and manufacturing facilities are operational. At this time it is premature to estimate with certainty the amount of additional general fund revenue; however, it is anticipated to be significant.

RECOMMENDATION

The proposed development and use of the property at 900 Cherry Avenue for medical marijuana cultivation and manufacturing uses is consistent with the City's general plan, applicable provisions of the zoning code, conforms to the requirements of chapter 5.28 of the municipal code, and will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of the public. The Community Services Director, City Manager, and City Attorney have reviewed and approved the attached development agreement. It is recommended the Planning Commission adopt the attached resolution recommending the City Council approve the development agreement as presented and introduce the requisite enabling ordinance.

PROPOSED MOTION

I MOVE TO ADOPT RESOLUTION #2016-15, RECOMMENDING THE CITY COUNCIL APPROVE THE PROPOSED DEVELOPMENT AGREEMENT WITH GREENFIELD ORGANIX, INC., FOR THE DEVELOPMENT AND OPERATION OF MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 900 CHERRY AVENUE

CITY OF GREENFIELD PLANNING COMMISSION
RESOLUTION No. 2016-15

RECOMMENDATION OF THE CITY OF GREENFIELD PLANNING COMMISSION THAT THE CITY OF GREENFIELD CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT WITH GREENFIELD ORGANIX, INC., FOR DEVELOPMENT AND OPERATION OF MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 900 CHERRY AVENUE

WHEREAS, section 65865 of the State of California Government Code provides that cities may enter into a development agreement with any person having a legal or equitable interest in real property for the development of property; and

WHEREAS, section 65867.5 of the State of California Government Code provides that development agreements shall be approved by ordinance; and

WHEREAS, sections 16.37.010 and 17.16.160 of the City of Greenfield Municipal Code set forth the procedures for approval of development agreements; and

WHEREAS, section 5.28.090 of the City of Greenfield Municipal Code provides that development agreements may be entered into as a condition of issuance by the City of a regulatory permit or permits for medical marijuana cultivation and manufacturing facilities authorized under chapter 5.28 of the City of Greenfield Municipal Code; and

WHEREAS, the City of Greenfield City Council has on June 14, 2016, approved issuance of regulatory permits for medical marijuana cultivation and manufacturing facilities to be located at 900 Cherry Avenue subject to approval of a development agreement with Greenfield Organix, Inc., and the owner of said property for the establishment and operation of such facilities; and

WHEREAS, the Community Services Director, City Manager, and City Attorney have reviewed and approved the proposed development agreement; and

WHEREAS, the proposed development agreement was heard, reviewed, and discussed by the City of Greenfield Planning Commission at a duly noticed public hearing;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City of Greenfield Planning Commission has considered all written and verbal evidence regarding the proposed development agreement and makes the following findings:

1. FINDING: That the proposed development agreement is consistent with the general plan objectives, policies, land uses, and implementation programs and any other applicable specific plans.

a. The proposed medical marijuana cultivation and manufacturing facilities are allowed uses in the Light Industrial (I-L) zoning district under chapters 5.28 and 17.26 of the City of Greenfield Municipal Code.

b. The proposed project complies with all commercial development standards for the Light Industrial (I-L) zoning district set forth in sections 16.20.020 and 17.36.040 of the zoning code, including but not limited to requirements for minimum lot area, maximum lot coverage, building setbacks, building height limits, landscaping, resource efficiency, lighting, parking performance standards, and signage.

c. The General Plan encourages infill and intensification of land uses through the reuse or redevelopment of vacant or underutilized industrial, commercial, and residential sites. It also encourages the redevelopment and reuse of vacant and/or underutilized commercial buildings. The proposed project utilizes a light industrial zoned property that is occupied by a residential unit surrounded by a primarily vacant and under-utilized site for new commercial development.

d. The General Plan encourages development of commercial and industrial uses that are consistent with the scale and character of surrounding land uses. The proposed project will develop multiple greenhouse and manufacturing facilities that are of the scale and intensity appropriate for a light industrial development project. The new development will consist of buildings that are of a size and height similar to adjacent and nearby industrial buildings.

e. The proposed project is consistent with General Plan policies that call for the recruitment of businesses, industries, and other employers whose operations are consistent with the City's long-term economic development goals. The proposed project brings a new industry to the City that will provide new jobs to promote economic development and further the City's jobs to housing goals. It will also provide a significant source of revenue to the City that will enable the City to provide services and benefits to the community that it is not currently able to do because of budget limitations and insufficient revenues.

2. FINDING: That the proposed development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.

a. The proposed medical marijuana cultivation and manufacturing facility is located in a light industrial zoned district in proximity to other light industrial type uses.

b. The security and operations plan for the project will provide appropriate security for the site and the materials and products cultivated, manufactured, stored, processed, and handled in the facility(ies), including (i) construction of perimeter security fencing, (ii) installation of a video surveillance system to monitor all

exterior areas of the property, all site and building entrances and exits, and all interior spaces of the building, and (iii) controlled access to all site and facility entrances.

c. Security guard services will be provided 24 hours a day, 7 days a week.

d. The facility will not be open to the general public and no direct sales or product distribution will be made to the general public.

e. The development agreement includes provisions for public outreach and education programs to promote the public welfare and operational and security plans to ensure the facility is operated in a safe and legal manner.

3. FINDING: That the development agreement will promote the orderly development of property or the preservation of property values.

a. The proposed development is infill development that will intensify land uses through the redevelopment of vacant and underutilized commercial sites.

b. The proposed medical marijuana cultivation and manufacturing facility is located in a light industrial zoned district in proximity to other light industrial type uses.

BE IT FURTHER RESOLVED that the City of Greenfield Planning Commission recommends the City of Greenfield City Council approve the proposed development agreement.

PASSED AND ADOPTED by the Planning Commission of the City of Greenfield, at a regularly scheduled meeting of the Planning Commission held on the 4th day of October, 2016, by the following vote:

AYES, and all in favor, thereof, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

_____
Drew Tipton, Chairperson
Planning Commission

Attest:

_____
Desiree Gomez, Secretary
Planning Commission

RECORDING REQUESTED BY:

CITY OF GREENFIELD

When Recorded Mail To:

City Clerk
City of Greenfield
599 El Camino Real
P.O. Box 127
Greenfield, CA 93927

Fee Waived per GC 27383

Space above this line for Recorder's use

DEVELOPMENT AGREEMENT

BETWEEN THE

CITY OF GREENFIELD

AND

GREENFIELD ORGANIX

THIS DEVELOPMENT AGREEMENT (this "Agreement" or this "Development Agreement") is made and entered in the City of Greenfield on this ____ day of _____, 2016, by and between the City of Greenfield, a Municipal Corporation (hereafter "City") and Greenfield Organix, a California Corporation, (hereafter "Developer") pursuant to the authority of §§ 65864 *et seq.* of the California Government Code and Greenfield Municipal Code, Chapter 16.37. City and Developer are, from time-to-time, individually referred to in this Agreement as a "Party," and are collectively referred to as "Parties."

RECITALS

A. California Government Code §§65864 et seq. ("Development Agreement Statute") and Chapter 16.37 of the Greenfield Municipal Code (hereafter "Chapter 16.37") authorize the City to enter into a Development Agreement 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.

B. Developer owns certain real property ("the Property") consisting of approximately 4.85 acres of land located at 900 Cherry Avenue in the City of Greenfield, also known as Monterey County APN 109-162-010, and that is more particularly described in Exhibit A attached hereto and is incorporated herein by reference.

C. Chapter 5.28 of the Greenfield Municipal Code (hereafter "Chapter 5.28") establishes a regulatory permit for medical marijuana facilities ("Regulatory Permit"), and prohibits the operation of a medical marijuana facility without first obtaining such a permit.

D. Developer proposes to develop the Property to be used for medical marijuana cultivation and manufacturing ("the Project").

E. Pursuant to Chapter 5.28, the City Council adopted Resolution No. 2016-15, creating administrative regulations for the Regulatory Permit ("Administrative Regulations").

F. The Project is an allowed use in the Light Industrial (I-L) zoning district, and the Project complies with all commercial development standard for the Light-Industrial (I-L) zoning district set forth in sections 16.20.020 and 17.36.040 of the Greenfield Municipal Code.

G. Developer has applied for, and City has approved, various approvals in connection with the development of the Project, including issuance of a conditional use permit (Greenfield Resolution No. 2016-48). All such approvals collectively, together with any approvals or permits now or hereafter issued with respect to the Project are referred to as the "Project Approvals."

H. City and Developer desire the timely, efficient, orderly and proper development of the Project.

I. The City Council has found that, among other things, this Development Agreement is consistent with its General Plan and has been reviewed and evaluated in accordance with the Development Agreement Statute and Chapter 16.37.

J. City and Developer have reached agreement and desire to express herein a Development Agreement that shall facilitate development of the Project in conformance with Chapter 5.28 and subject to conditions set forth herein.

K. Pursuant to Development Agreement Statute, City has agreed that, except as provided for by this Agreement, the rules, regulations and official policies governing permitted uses of land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the Property shall be those rules, regulations, and official policies of the City of Greenfield in force as of the Approval Date.

L. In addition, the parties intend that this agreement satisfy the requirements of section 5.28.090, which requires those operating a medical marijuana facility pursuant to a Regulatory Permit to enter into a "development agreement" setting forth " the terms and conditions under which the medical marijuana facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare."

M. On _____, 2016, the City Council of the City of Greenfield adopted Ordinance No. ___ approving this Development Agreement ("the Approving Ordinance"). The Approving Ordinance shall take effect on _____ ("the Approval Date").

N. In the Approving Ordinance the City Council made findings that all requirements of the California Environmental Quality Act have been meet.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. Description of Property

1.1. The Property that is the subject of this Agreement is described in Exhibit A attached hereto.

2. Interest of Developer

2.1. The Developer has a legal interest in the Property in that it is the Owner of the property.

3. Relationship of City and Developer

3.1. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Developer and that the Developer is not an agent of the City. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

4. Effective Date and Term

4.1. Effective Date. The effective date of this Agreement shall be the Approval Date.

4.2. Term. The term of this Agreement shall commence on the Effective Date and extend five (5) years thereafter, unless said term is otherwise terminated or modified by circumstances set forth in this Agreement.

5. Use of the Property

5.1. Right to Develop. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement (such amendments once effective shall become part of the law Developer is vested into without an additional amendment of this Agreement).

5.1.1. Application of State and Local Regulatory Laws Governing Medical Marijuana. The operation of medical marijuana facilities is a highly regulated business activity, and it is subject to various state and local laws and regulation. This Agreement does not, and the City cannot and does not intend to, give Developer the vested right to continue its operations without complying with applicable state and local laws governing its operations. This Agreement only "vests" those regulations expressly mentioned in Government Code section 65866. Developer shall be responsible for obtaining all applicable state permits, approvals and consents, even if the applicable state laws and regulations are altered following the Effective Date. In addition, Developer shall be responsible for continuously maintaining its Regulatory Permit. Developer acknowledges and understands that it has an obligation to annually renew its Regulatory Permit pursuant to the terms of Greenfield Municipal Code section 5.28.120. Nothing in this Agreement shall prevent the City from denying or conditionally approving the

renewal of a Regulatory Permit, revoking such permit, pursuant to the terms of Greenfield Municipal Code section 5.28.120 or its successor, or amending Chapter 5.28 or its implementing regulations in a manner that would impose stricter requirements on existing or to-be-issued Regulatory Permits.

5.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height, bulk and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location and maintenance of on-site and off-site improvements, location of public utilities (operated by the City) and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approval. Although title 17 of the Greenfield Municipal Code does not specifically identify medical marijuana facilities as allowed uses in any specific zoning district, Greenfield Municipal Code section 5.28.160 identifies the zoning districts in which medical marijuana facilities are allowed. Medical marijuana facilities where cultivation and/or manufacturing occur, without an accompanying dispensary, may only be located in a light industrial (I-L), heavy industrial(I-H) or agricultural research and development overly (RDO) zoning district.

6. Applicable Rules, Regulations and Official Policies

6.1. Rules Regarding Permitted Uses. For the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, governing density and intensity of use of the Property and the maximum height, bulk and size of proposed buildings shall be those in force and effect on the Effective Date of the Agreement.

6.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in Section 5 of this Agreement, the ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time of the applicable discretionary approval, whether the date of that approval is prior to or after the date of this Agreement. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Developer shall be those in force and effect at the time of the applicable discretionary approval, whether date of approval is prior to or after the date of this Agreement.

6.3. Uniform Codes Applicable. Unless expressly provided in Section 5 of this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, or other construction permits for the Project.

7. Subsequently Enacted Rules and Regulations

7.1. New Rules and Regulations. During the term of this Agreement, the City may apply new or modified ordinances, resolutions, rules, regulations and official policies of the City to the Property which were not in force and effect on the Effective Date of this Agreement to ensure that the operation of the Marijuana Operation is consistent with the protection of the health, safety and welfare of the community and will not adversely affect the surrounding uses. However, any such new requirements may not be in conflict with those applicable to the Property as set forth in this Agreement if: (a) the application of such new or modified ordinances, resolutions, rules, regulations or official policies would not prevent, impose a substantial financial burden on, or materially delay development of the Property as contemplated by this Agreement and the Project Approvals and (b) if such ordinances, resolutions, rules, regulations or official policies have general applicability.

7.2. Approval of Application. Nothing in this Agreement shall prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the Project on the basis of such new or modified ordinances, resolutions, rules, regulations and policies except that such subsequent actions shall be subject to any conditions, terms, restrictions, and requirements expressly set forth herein.

7.3. Moratorium Not Applicable. Notwithstanding anything to the contrary contained herein, in the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development or a voter-approval requirement which affects the Project on all or any part of the Property, the City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Property, this Agreement or the Project Approvals unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code § 8558.

8. Fees & Subsequently Enacted or Revised Fees, Assessments and Taxes

8.1. Fees. Developer agrees to pay all permit fees and charges required by Greenfield Municipal Code section 5.28.089, including but not limited to permit issuance fees, annual operating fees, amended registration fees, and regulatory renewal fees. Developer shall pay such fees in an amount determined by the City Council by resolution.

8.2. Revised Application Fees. Any existing application, processing, renewal and registration fees that are revised during the term of this Agreement shall apply to the Project provided that (1) such fees have general applicability; (2) the application of such fees to the Property is prospective only; and (3) the application of such fees would not prevent, impose a substantial financial burden on, or materially delay development in accordance with this Agreement.

8.3. New Taxes. Any subsequently enacted city-wide taxes shall apply to the Project provided that: (1) the application of such taxes to the Property is prospective; and (2) the application of such taxes would not prevent development in accordance with this Agreement.

8.4. Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by the City pursuant to any statutory procedure for the assessment of property to pay for infrastructure and/or services which benefit the Property.

8.5. Vote on Future Assessments and Fees. In the event that any assessment, fee or charge which is applicable to the Property is subject to Article XIIID of the Constitution and Developer does not return its ballot, Developer agrees, on behalf of itself and its successors, that the City may count Developer's ballot as affirmatively voting in favor of such assessment, fee or charge.

9. Community Benefits

9.1. Fee. In exchange for the vested rights provided pursuant to this Agreement, Developer shall make the contribution required by this paragraph (the "Community Benefits Fee"). Developer expressly agrees that it shall pay the Community Benefits Fee as long as the Project remains in existence and a marijuana facility is operating on the Property. The first payment will be due three months after the first harvest but no later than ten (10) months after the City has issued a Building Permit for construction of the project as shown in Exhibit B. Such obligation shall survive the expiration of this Agreement. City and Developer agree that Developer's will receive a credit against its obligation to pay the Community Benefits Fee equal to the amount it pays in the form of a generally applicable tax on marijuana facilities such as the Project.

9.1.1 The amount of the Community Benefits Fee shall be equivalent to the tax that would be payable were the proposed ordinance imposing a Cannabis Business Tax that the City Council approved, subject to voter approval, on July 26, 2016 ("the Tax Ordinance"), in effect. The manner of payment of the Community Benefits Fee, reporting and other particulars governing the payment shall be as specified in the Tax Ordinance for the tax. The Tax Ordinance imposes a tax per square foot of canopy space authorized by each Regulatory Permit. For the purposes of determining the total canopy space authorized by a Regulatory Permit, cultivation areas that are vertically stacked shall count individually. For example, if Developer has a cultivation area of 1,000 square feet located above another cultivation area of 1,000 square feet, Developer's total canopy space shall be 2,000 square feet, even though the total cultivation area might only occupy 1,000 square feet of ground space.

10. Compliance with Chapter 5.28 of the Greenfield Municipal Code

10.1. Greenfield Municipal Code section 5.28.090 provides as follows:

"Development agreement.

Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each medical marijuana facility shall enter into a development agreement with the city setting forth the terms and conditions under which the medical marijuana facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare."

10.2. The development agreement described in and required by section 5.28.090 is distinct from the voluntary "development agreement" authorized by the Chapter 16.37 of the Greenfield Municipal Code and Development Agreement Statute , into which the City and Developer are entering. Nonetheless, the parties intend to use this Agreement, and in particular this Section 10 and the items it incorporates, as an instrument to also satisfy the requirements of section 5.28.090.

10.3. In consideration of the granting of the regulatory permit pursuant to Chapter 5.28 of the Greenfield Municipal Code, Developer agrees to operate the medical marijuana facility on the Property pursuant to the terms and conditions set forth in the operating conditions attached hereto as Exhibit C, and incorporated herein by reference.

10.4. Developer agrees that its failure to comply with the requirements set out in Exhibit C shall be grounds for revocation of the Regulatory Permit issued under Chapter 5.28 of the Greenfield Municipal Code, notwithstanding any limits that might otherwise be imposed under section 5.28.120.C of the Greenfield Municipal Code.

10.5. Developer's Regulatory Permit authorizes Developer to cultivate a certain square footage of canopy space. For the purposes of determining the total canopy space authorized by a Regulatory Permit, cultivation areas that are vertically stacked shall count individually. For example, if Developer has a cultivation area of 1,000 square feet located above another cultivation area of 1,000 square feet, Developer's total canopy space shall be 2,000 square feet, even though the total cultivation area might only occupy 1,000 square feet of ground space.

11. Security Plan

11.1. The issuance of a Regulatory Permit is conditional upon installation of a security plan described in Section 2 in Exhibit C approved by the Police Chief as shown in Exhibit D. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system.

Equipment and systems used for video surveillance and building alarms shall be approved by the City. Developer shall also obtain an assessment of site security by a qualified security consultant. The Security Plans required by Section 2 of Exhibit C will not be made public, except when required by law.

12. Odor Control Plan

12.1. The issuance of a Regulatory Permit is conditional upon the marijuana operator providing a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside the premises or anywhere on the adjacent property or public right-of-way. As such Marijuana Operations must install and maintain the following equipment or any other equipment which the City determines has the same or better effectiveness: 1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or 2) An air system that creates negative pressure between the medical cannabis facilities' interior and exterior so the odors generated inside the medical cannabis facility are not detectable outside the medical cannabis facility. Developer acknowledges that the level of odor-control equipment and technology required may increase as new equipment and technology becomes available or equipment and technology that is presently not feasible due to its expense becomes less costly.

13. Amendment or Cancellation

13.1. Modification Because of Conflict with State or Federal Laws. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be subject to approval by the City Council in accordance with Chapter 16.37.

13.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and Chapter 16.37.

13.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in section 4.2; (b) the permitted uses of the Property as provided in section 5.2; (c) provisions for "significant" reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings; or (g) monetary contributions by Developer as provided in this Agreement, shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City

Council before the parties may execute an amendment hereto. The City Manager, or his or her designee, shall determine whether a reservation or dedication is "significant".

13.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) conditions, terms, restrictions or requirements for subsequent discretionary actions; (d) the density or intensity of use of the Project; (e) the maximum height or size of proposed buildings; (f) monetary contributions by the Developer; or (g) public improvements to be constructed by Developer shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approvals, or any of them, shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

13.5. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of Chapter 16.37.

14. Annual Review

14.1. Review Date. The annual review date for this Agreement shall be between September 15 and October 15, 2017 and thereafter between each September 15 and October 15 during the Term.

14.2. Initiation of Review. The City Manager, or his or her designee, shall initiate the annual review, as required under section 16.37.140 of the Greenfield Municipal Code, by giving to Developer thirty (30) days' written notice that the City intends to undertake such review. Developer shall provide evidence to the City Manager, or his or her designee, prior to the hearing on the annual review, as and when reasonably determined necessary by the City Manager, or his or her designee, to demonstrate good faith compliance with the provisions of the Agreement. The burden of proof by substantial evidence of compliance is upon the Developer.

14.3. Staff Reports. To the extent practical, the City shall deposit in the mail and fax to Developer a copy of all staff reports, and related exhibits concerning contract performance at least five (5) days prior to any annual review.

14.4. Costs. Costs reasonably incurred by the City in connection with the annual review shall be paid by Developer in accordance with the City's schedule of fees in effect at the time of review.

15. Default

15.1. Other Remedies Available. Upon the occurrence of an event of default, the parties may pursue all other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

15.2. Notice and Cure. Upon the occurrence of an event of default by either party, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after service of such notice of default, the nondefaulting party may then commence any legal or equitable action to enforce its rights under this Agreement; provided, however, that if the default cannot be cured within such thirty (30) day period, the nondefaulting party shall refrain from any such legal or equitable action so long as the defaulting party begins to cure such default within such thirty (30) day period and diligently pursues such cure to completion. Failure to give notice shall not constitute a waiver of any default.

15.3. No Damages Against City. Notwithstanding anything to the contrary contained herein, in no event shall damages be awarded against the City upon an event of default or upon termination of this Agreement.

16. Estoppel Certificate

16.1. Either party may, at any time, and from time to time, request written notice from the other party requesting such party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) to the knowledge of the certifying party the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the parties. City Manager of the City shall be authorized to execute any certificate requested by Developer. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default, provided that such party shall be deemed to have certified that the statements in clauses (a) through (c) of this section are true, and any party may rely on such deemed certification.

17. Severability

17.1. The unenforceability, invalidity or illegality of any provisions, covenant, condition or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

18. Attorneys' Fees and Costs

18.1. If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

19. Transfers and Assignments

19.1. The Developer shall not transfer, delegate, or assign its interest, rights, duties, and obligations under this Agreement without the prior written consent of the City. Any assignment, delegation, or assignment without the prior written City consent of the other parties to this Agreement shall be null and void. Any transfer, delegation, or assignment by the Developer as authorized herein shall be effective only if and upon the party to whom such transfer, delegation, or assignment is made is issued a Regulatory Permit as required under chapter 5.28 of the City's municipal code.

20. Agreement Runs with the Land

20.1. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, 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 hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

21. Bankruptcy

21.1. The obligations of this Agreement shall not be dischargeable in bankruptcy.

22. Indemnification

22.1. Developer agrees to indemnify, defend with counsel acceptable to City and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liabilities of any kind for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Project, except to the extent such costs and liabilities are caused by the sole negligence or willful misconduct of the City.

22.2. Developer agrees to indemnify, defend with counsel acceptable to City and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liabilities of any kind arising out of or connected to the Developer's registration or operation of a medical marijuana facility, or arising out of or connected to the approval or issuance of any permit, license or approval by the City for the Project, except to the extent such costs and liabilities are caused by the sole negligence or willful misconduct of the City. In particular, and without limiting the generality of the foregoing, Developer agrees that it shall be responsible for all costs incurred by the City in the event of a third-party challenge to the validity of this Agreement, the Project Approvals, and/or the associated regulatory permit(s) for the Project.

23. Insurance

23.1. Public Liability and Property Damage Insurance. During the term of this Agreement, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than four million dollars ($4,000,000.00) with a One Hundred Thousand Dollar ($100,000) self-insurance retention per claim. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

23.2. Workers Compensation Insurance. During the term of this Agreement Developer shall maintain Worker's Compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Worker's Compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

23.3. Evidence of Insurance. Prior to City Council approval of this Agreement, Developer shall furnish the City satisfactory evidence of the insurance required in Sections 20.1 and 20.2 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy.

The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project.

24. Notices

24.1. All notices required or provided for under this Agreement shall be in writing. Notices required to be given to the City shall be addressed as follows:

City Manager
City of Greenfield
599 El Camino Real
P.O. Box 127
Greenfield, CA 93927

24.2. Notices required to be given to Developer shall be addressed as follows:

Greenfield Organix
26555 Carmel Rancho Blvd., Suite 3
Carmel, CA 93923
Attn.: Salvatore Palma

24.3. A party may change address by giving notice in writing to the other party and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received upon personal delivery, or if mailed, upon the expiration of 48 hours after being deposited in the United States Mail. Notices may also be given by overnight courier which shall be deemed given the following day or by facsimile transmission which shall be deemed given upon verification of receipt.

25. Agreement is Entire Understanding

25.1. This Agreement constitutes the entire understanding and agreement of the parties.

26. Exhibits

26.1. The following documents are referred to in this Agreement and are attached hereto and incorporated herein as though set forth in full:

Exhibit A	Legal Description of Property
Exhibit B	Site and Floor Plan of the Project
Exhibit C	Operating Conditions
Exhibit D	Security Plan
Exhibit E	Odor Control Plan

27. Counterparts

27.1. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

28. Recordation

28.1. The City shall record a copy of this Agreement within ten (10) days following execution by all parties.

[***Execution Page Follows***]

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

CITY	DEVELOPER
City of Greenfield	Greenfield Organix
By: _____ City Manager	By: _____ Salvatore Palma, Owner

Attest:

_____
City Clerk

Approved as to form

_____
City Attorney

2691992.1

(NOTARIZATION ATTACHED)

Exhibit A

Legal Description of Property

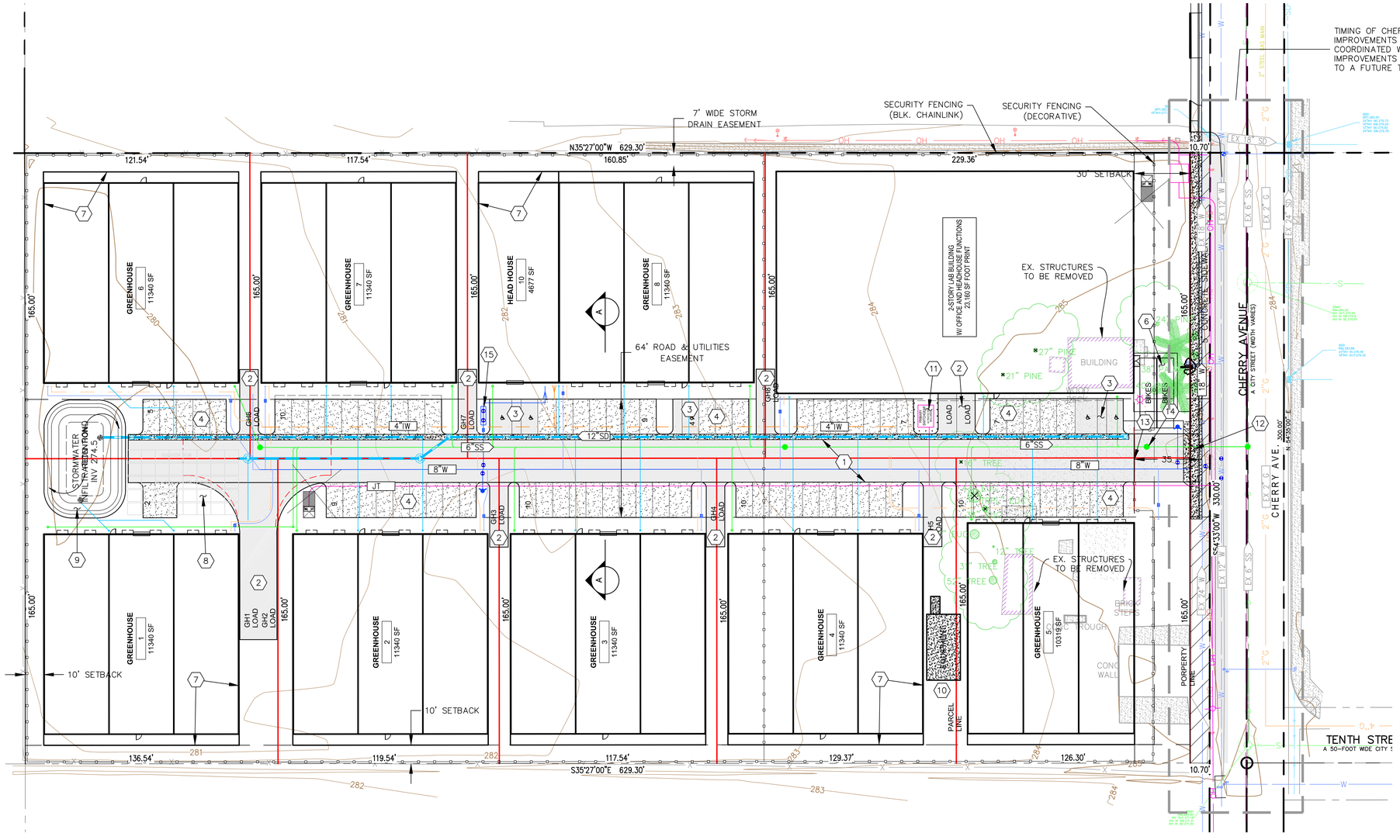
Real property in the County of Monterey, State of California, described as follows:

Lot 260, as said Lot is designated upon that certain Map entitled, “Map of the Clark Colony, Monterey County, Calif., Surveyed by H. B. Fisher, Surveyor & C.E., 1905,” filed July 19, 1905 in Volume 1, Maps of “Cities and Towns” at Page 64, in the Office of the County Recorder of the County of Monterey, State of California.

APN: 109-162-010

Exhibit B

Site and Floor Plan of the Project



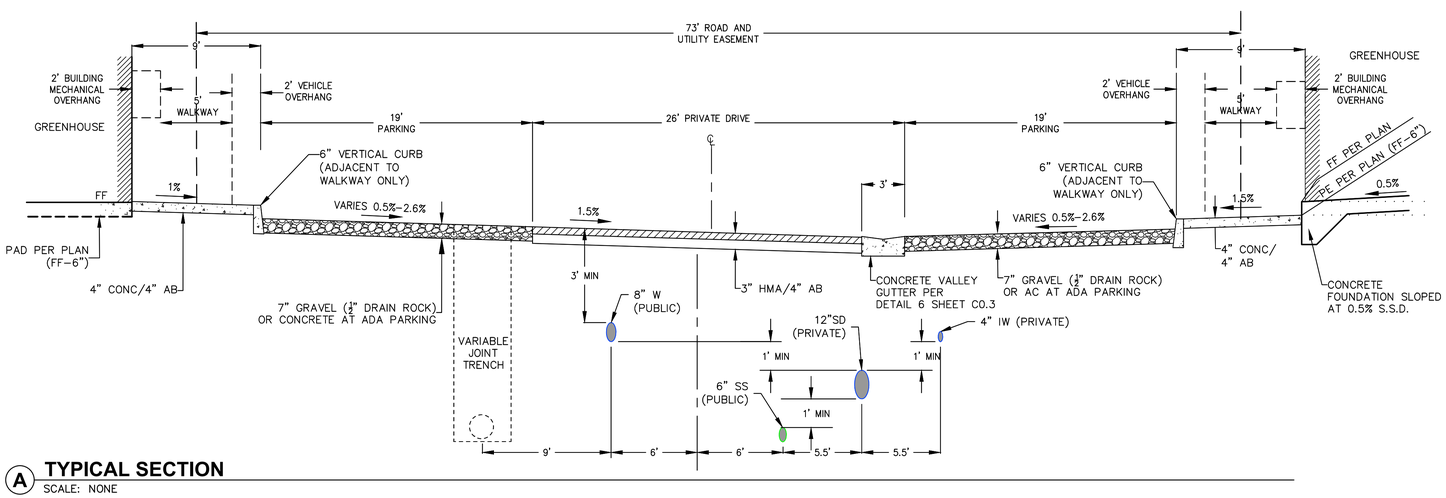
CONSTRUCTION KEYNOTES:

1. ASPHALT CONCRETE TRAVEL WAY
2. LOADING AREA
3. ACCESSIBLE PARKING
4. GRAVEL PARKING AREAS
5. ASPHALT CONCRETE PEDESTRIAN WALKWAY
6. BIKE PARKING
7. GREENHOUSE CONCRETE PAD. TYPICAL SIZE 105' X 115'. BUILDING OUTLINE SHOWN FOR REFERENCE ONLY. S.A.D. FOR GREENHOUSE DESIGN
8. UNDERGROUND STORM WATER RETENTION CHAMBERS
9. RETENTION BASIN
10. CONCRETE PAD FOR EQUIPMENT, INCLUDING TRANSFORMERS AND BUTANE TANKS
11. JOINT TRENCH PRIMARY PANEL, INSTALLED BY OTHERS
12. DRIVEWAY IMPROVEMENTS PER CITY OF GREENFIELD STANDARD DETAIL
13. GATE
14. SEWER MANHOLE WITH METERING DEVICE
15. DOMESTIC WATER DOUBLE DETECTOR CHECK VALVE WITH METER (SERVICE TO SITE RO SYSTEM)

GRAVEL PARKING AREAS

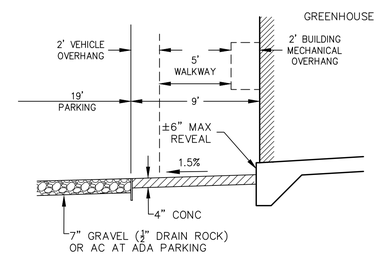
ASPHALT ROADWAY

CONCRETE PEDESTRIAN WALKWAY



A TYPICAL SECTION

SCALE: NONE



FLUSH WALKWAY OPTION

SCALE: NONE

30 0 30 60 90 Feet

SCALE: 1" = 30'

NOT FOR CONSTRUCTION

DIGALERT 811

REVISIONS:			
NO:	BY:	DATE:	DESCRIPTION:

DATE: 9/1/16 | SCALE: 1"=30' | ENGR: CMW | JOB NO: 3457.00

REGISTERED PROFESSIONAL ENGINEER RICHARD P. WEBER No. 52219 CIVIL STATE OF CALIFORNIA

WHITSON ENGINEERS
9699 Blue Larkspur Lane ▪ Suite 105 ▪ Monterey, CA 93940
831 649-5225 ▪ Fax 831 373-5065
CIVIL ENGINEERING ▪ LAND SURVEYING ▪ PROJECT MANAGEMENT

GREENFIELD ORGANIX

CITY OF GREENFIELD CALIFORNIA

900 CHERRY AVENUE

SITE PLAN

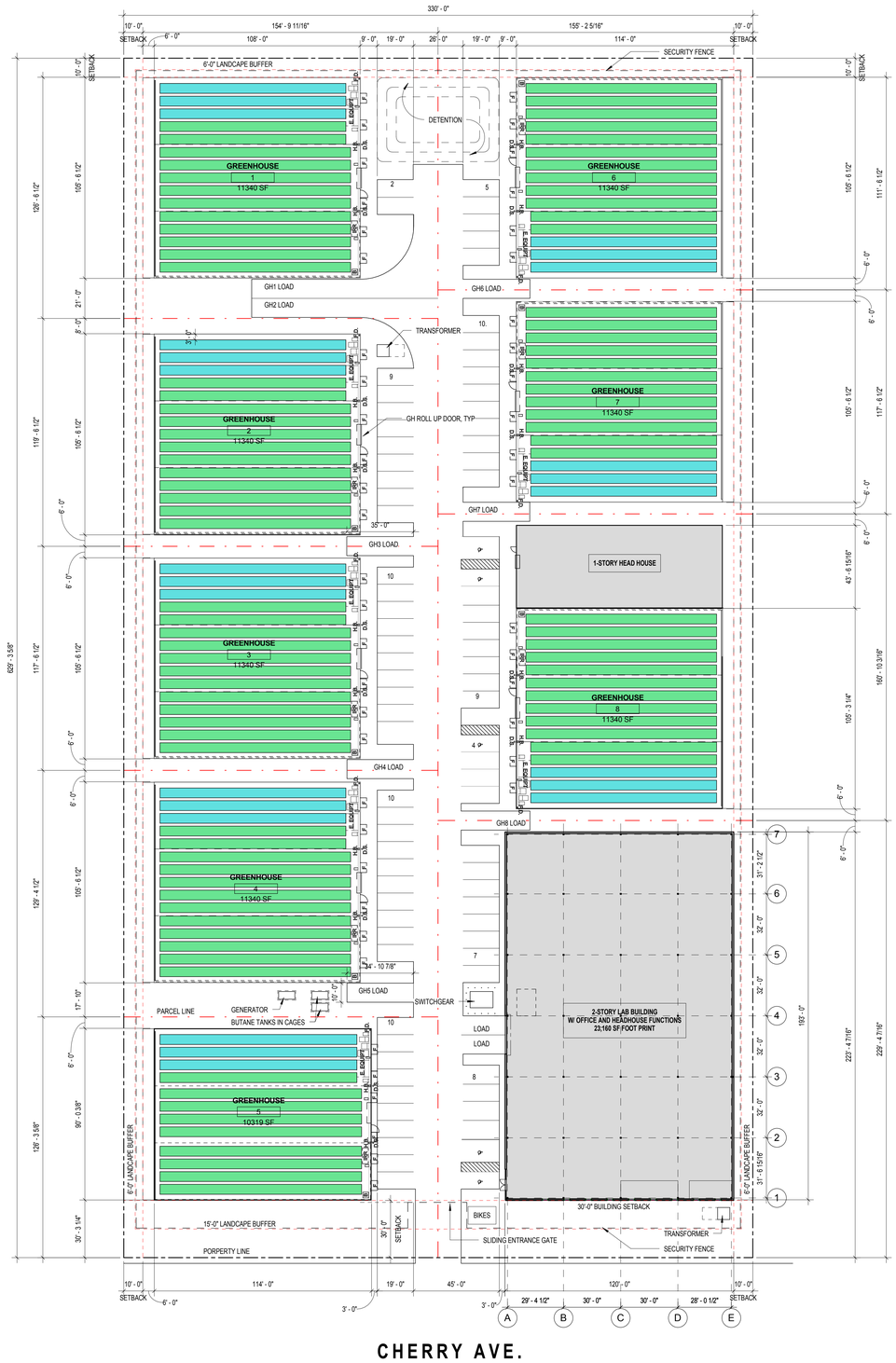
APN 109-162-010

SHEET C1.1 OF 5

T:\Monterey Projects\3457 - Greenfield-Cherry Ave\CIVIL\R-MSET\3457 PLANS.dwg Sep 29, 2016 - 2:27pm

0 1 2 INCHES 3

GREENHOUSE (20% VEG / 80% FLOWER)
FLOWER
VEG



1F SITE PLAN
SCALE: 1" = 30'-0"

PROJECT NAME
GREENFIELD ORGANIX (GO2-1)

PROJECT ADDRESS
900 CHERRY
GREENFIELD, CA
93927

VALERIO DEWALT TRAIN

ARCHITECT

VALERIO DEWALT TRAIN ASSOCIATES, INC.
424 WAVERLEY STREET
PALO ALTO, CALIFORNIA 94301
650.561.7000
www.buildordie.com

PROJECT TEAM

DAVID RASCHE
CHRISTINE ROSENBERG
ROMINA TONUCCI
HANNAH AMBROSE

ARCHITECT STAMP

VDTA PROJECT NUMBER

CONSULTANT

CONSULTANT PROJECT NUMBER

ISSUE		
NO.	REVISION DESCRIPTION	DATE
1	OWNER REVIEW	09/22/2016
2	ISSUED FOR PLAN COMMISSION	10/04/2016

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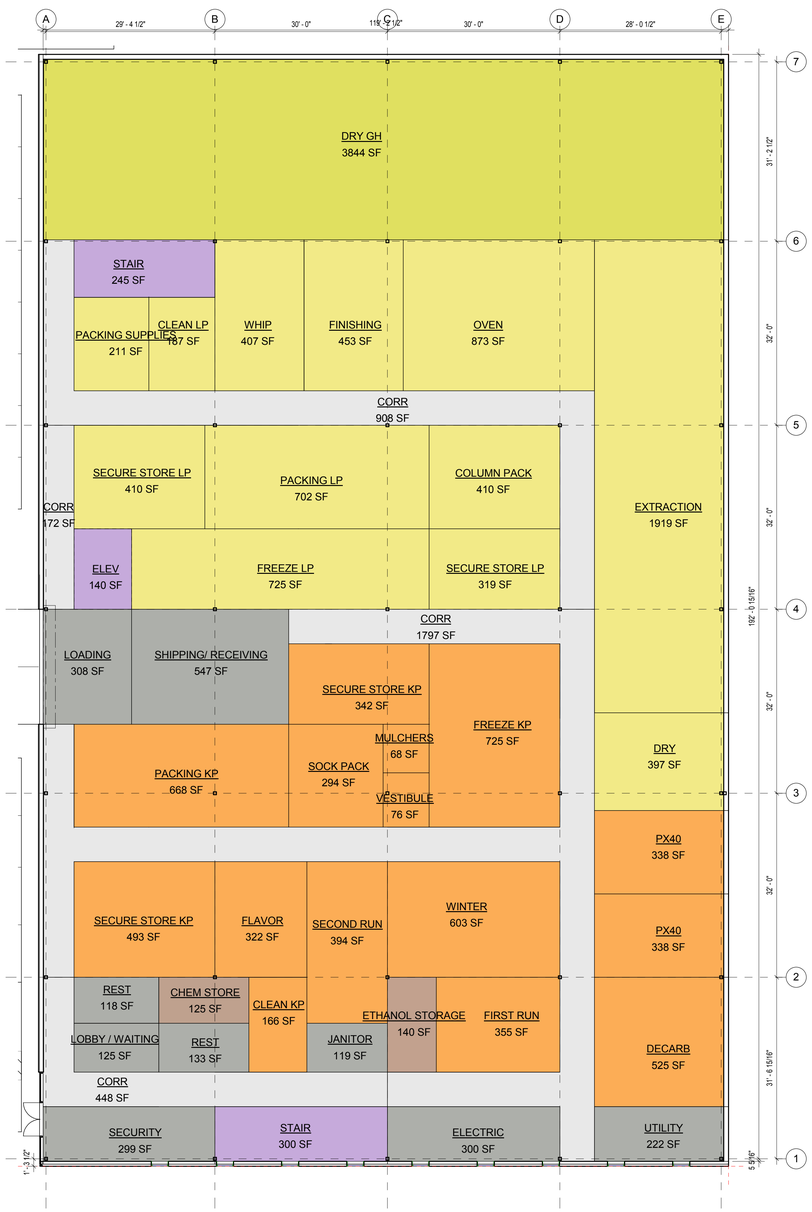
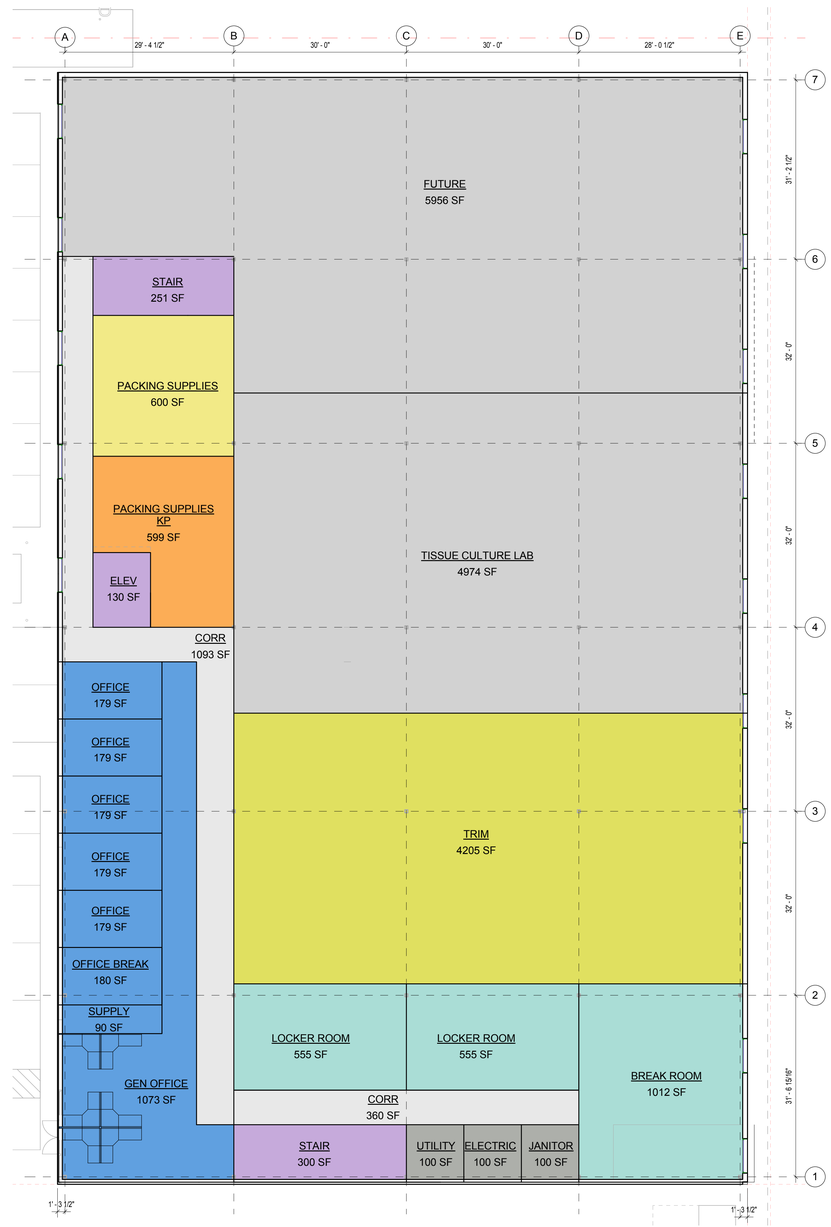
SHEET TITLE
SITE PLAN

SHEET NUMBER
A0-01

9/30/2016 2:29:47 PM



1A LEVEL 1 FLOOR PLAN PROGRAMMING
SCALE: 3/32" = 1'-0"



1G LEVEL 2 FLOOR PLAN PROGRAMMING
SCALE: 3/32" = 1'-0"

9/30/2016 2:29:47 PM

PROJECT NAME

GREENFIELD ORGANIX (GO2-1)

PROJECT ADDRESS

900 CHERRY
GREENFIELD, CA
93927

VALERIO DEWALT TRAIN

ARCHITECT

VALERIO DEWALT TRAIN ASSOCIATES, INC.
500 N. DEARBORN, 9TH FLOOR
CHICAGO, ILLINOIS 60654
312.260.7300
www.buildordie.com

PROJECT TEAM

DAVID RASCHE
CHRISTINE ROSENBERG
ROMINA TONUCCI
HANNAH AMBROSE

ARCHITECT STAMP

VDTA PROJECT NUMBER

CONSULTANT

CONSULTANT PROJECT NUMBER

ISSUE

NO.	REVISION DESCRIPTION	DATE
1	OWNER REVIEW	09/22/2016
2	ISSUED FOR PLAN COMMISSION	10/04/2016

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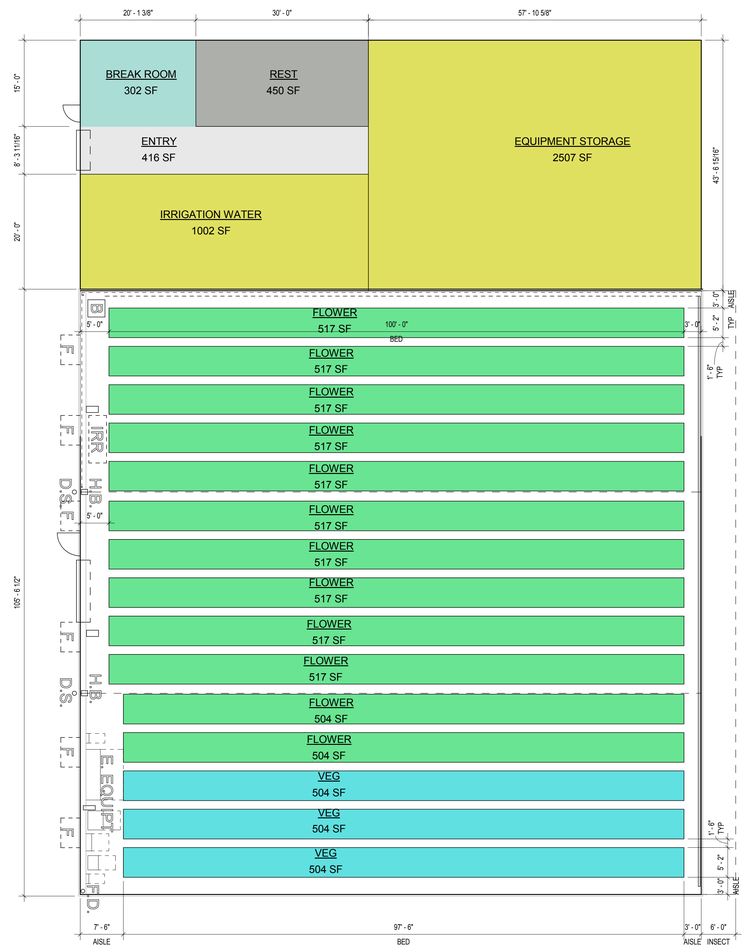
SHEET TITLE

LAB BUILDING FLOOR PLANS

SHEET NUMBER

A1-01



1H HEAD HOUSE & TYPICAL GREENHOUSE FLOOR PLAN

SCALE: 3/32" = 1'-0"

PROJECT NAME

GREENFIELD ORGANIX (GO2-1)

PROJECT ADDRESS

900 CHERRY
GREENFIELD, CA
93927

VALERIO DEWALT TRAIN

ARCHITECT

VALERIO DEWALT TRAIN ASSOCIATES, INC.
500 N. DEARBORN, 9TH FLOOR
CHICAGO, ILLINOIS 60654
312.260.7300
www.buildordie.com

PROJECT TEAM **ARCHITECT STAMP**

DAVID RASCHE
CHRISTINE ROSENBERG
ROMINA TONUCCI
HANNAH AMBROSE

VDTA PROJECT NUMBER

CONSULTANT

CONSULTANT PROJECT NUMBER

ISSUE		
NO.	REVISION DESCRIPTION	DATE
1	OWNER REVIEW	09/22/2016
2	ISSUED FOR PLAN COMMISSION	10/04/2016

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SHEET TITLE

HEAD HOUSE & TYPICAL GREENHOUSE PLAN

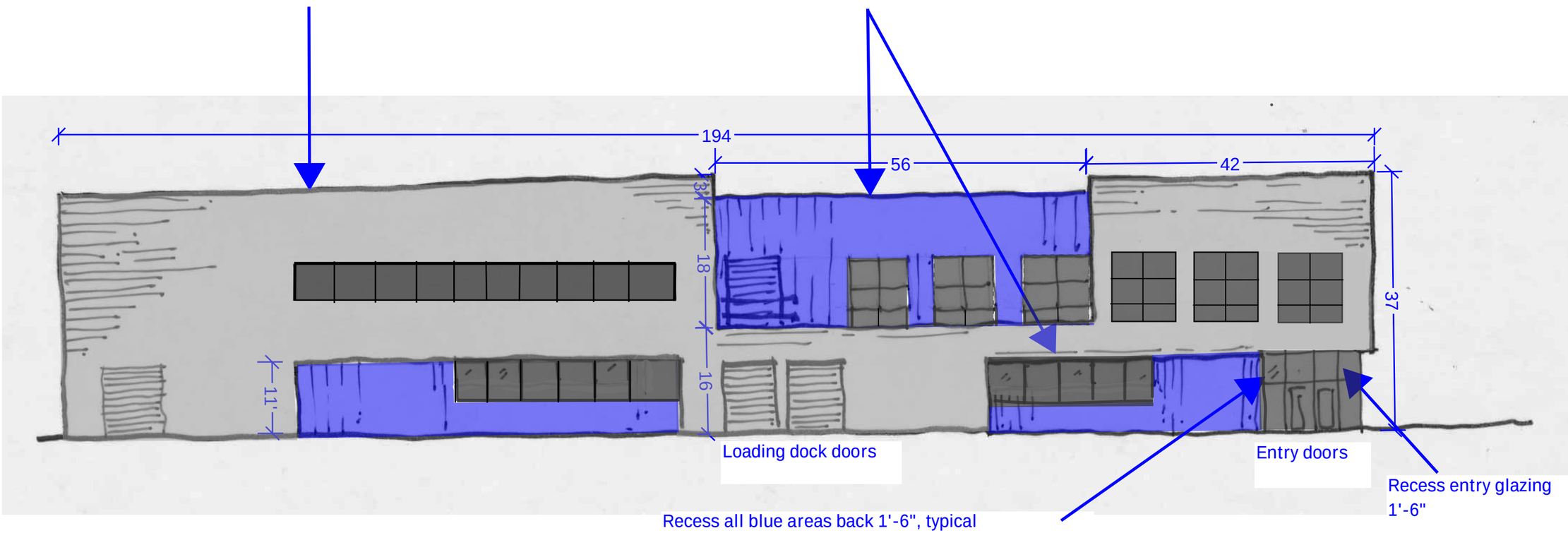
SHEET NUMBER

A1-02

9/30/2016 2:29:47 PM

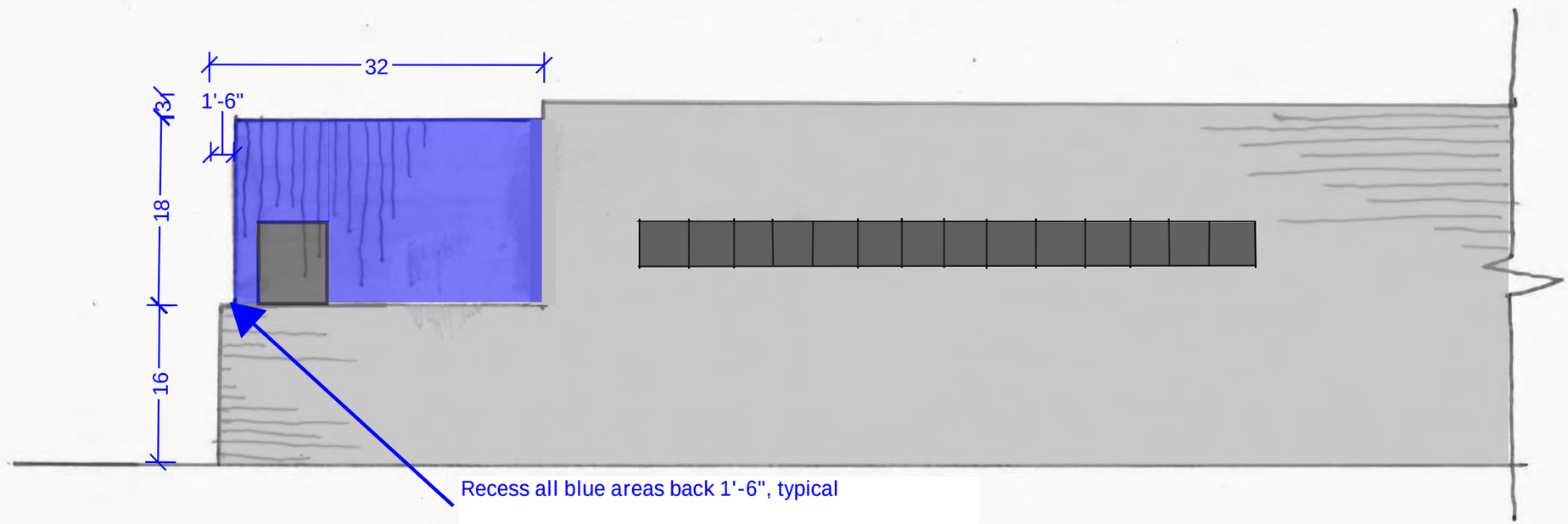
Horizontal metal panel, narrow rib, grey color

vertical metal panel, wide rib, color to be blue



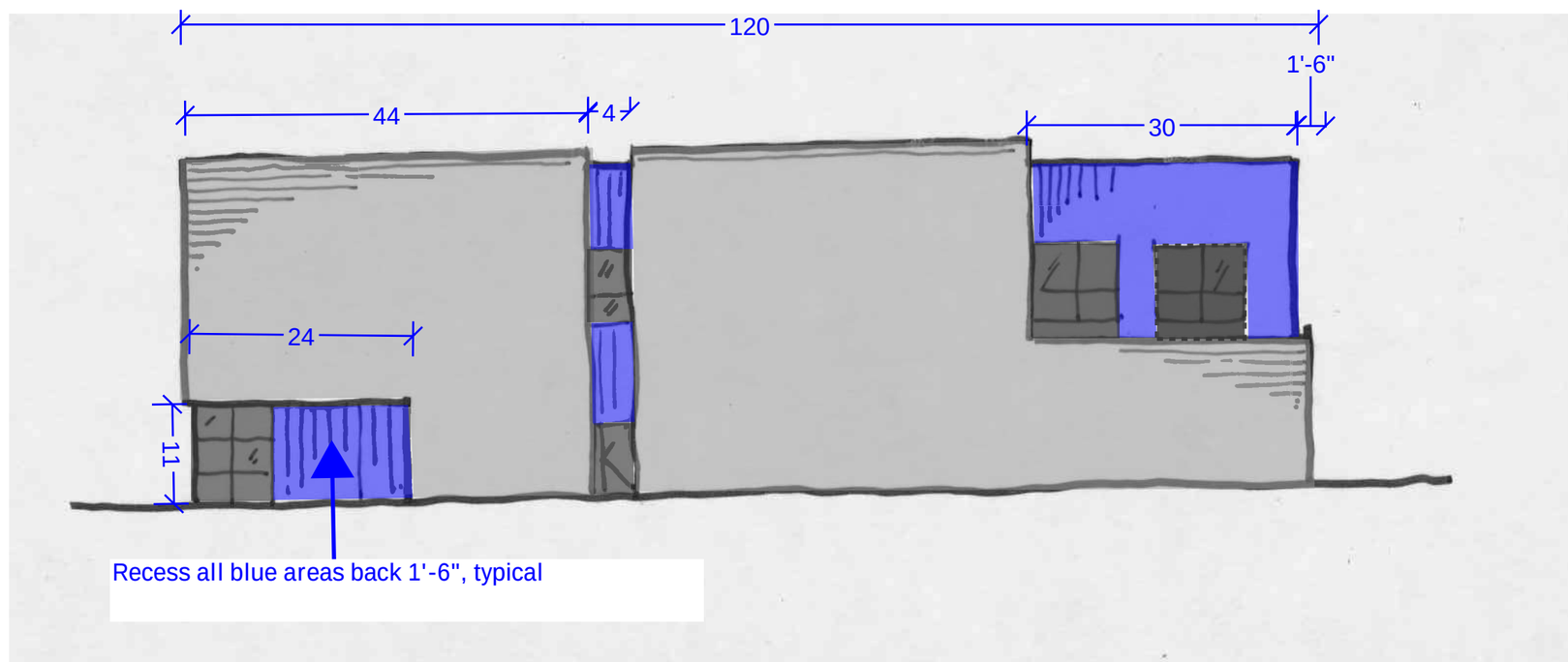
West Elevation (facing parking)

LPF Cherry Elevations
VDTA
9/29/2016



Partial East Elevation
(on west lot line)

LPF Cherry Elevations
VDTA
9/29/2016



South Elevation (Cherry Street)

LPF Cherry Elevations
VDTA
9/29/2016

EXHIBIT C

Operating Conditions

Developer agrees to comply with the following additional conditions pursuant to Section 5.3 of the Agreement.

1. Standard Operating Procedures

Developer is a non-profit mutual benefit corporation that shall serve medical marijuana qualified patient and primary caregiver collective members who shall comply with all relevant California state laws and local ordinances. See, for example, California's Compassionate Use Act (Proposition 215) as codified in Health and Safety Code §11362.5; Senate Bill 420, the Medical Marijuana Program Act (H&S Code §§1362.7 to 11362.83); the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use (2008 Attorney General Guidelines); and the newly enacted Medical Marijuana Regulation and Safety Act that is comprised of Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 (Bus. & Prof. Code §§ 19300 *et seq.*; H&S Code § 11362.769-11362.777; Water Code § 13276).

During the term of its Regulatory Permit and the term of this Agreement, Developer shall lawfully operate in accordance with all State and local laws. Developer shall employ exemplary operating procedures to comply with State and local laws. Developer's facility shall employ safety and security measures as set forth herein for the safety and security of its employees, as well as other individuals in its neighboring community.

2. Security Plan

The issuance of a Regulatory Permit is conditional upon approval of the proposed security plan by the City Police Chief. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by the City. Developer shall also obtain an assessment of site security by a qualified security consultant. The Security Plans required by this Section 2 will not be made public, except when required by law.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where medical marijuana products are handled and processed, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure medical marijuana products are received, handled, stored, packaged, shipped, and distributed in compliance with applicable local and state laws and regulations. The video surveillance

system shall be web-based with direct access provided to the City Police Department for real-time monitoring from the Police Department and through authorized smart phone devices.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system with glass breakage sensors and motion detectors.

Developer shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Developer employees and to ensure public safety to the neighboring community. Developer shall provide City with specific policies for training employees regarding security procedures. Developer shall use security personnel 24 hours, 7 days a week. Security personnel may be armed with the prior approval of the City Police Chief. Security personnel may be subject to a background investigation by the City Police Chief. Security personnel shall not be assigned to or employed at the Developer's facility without the prior approval by the City Police Chief.

All security personnel shall register and maintain valid registration status with the State of California Department of Consumer Affairs. At no time shall any security personnel register with the State at any level that is less than that of a proprietary private security officer. Proof of application and registration for all security personnel shall be maintained by the Developer and shall consist of copies of all relevant documentation including: application forms, receipts for application fees and live scan fees, and actual proof of registration.

3. Possession of Firearms

Except for licensed security personnel approved by the City Police Chief, no person employed by the Developer shall be in possession of any firearm while on the premises or location without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the premises or location must provide the City Manager and the City Police Chief with the following at least ten days prior to bringing the firearm onto the premises:

i) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;

ii) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);

iii) A copy of his or her California driver's license or California identification card; and

iv) Any other information reasonably required by the City Police Chief to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

4. Identification Display

Each owner, manager, employee, and individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of medical marijuana shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by the City Police Chief and containing such information, including a suitable photograph, as the City Police Chief may require. No owner, manager, employee, or individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of medical marijuana shall engage in any activities on behalf of Developer with which he or she is employee, without first obtaining a valid identification badge. Identification badges shall expire one year after issuance. Application for renewed identification badges shall be filed with the City Police Chief no later than thirty days prior to the expiration of the current identification badge. Identification badges shall be the property of the City and shall be immediately collected by the Developer and provided to the City Police Chief within twenty-four hours of their expiration, or within twenty-four hours of the termination of the employment.

5. Procedures for Inventory Control to Prevent Non-Medical Diversion of Medical Marijuana

Only employees who receive clearance from the City Police Chief shall be permitted to enter Developer's facility. Each employee shall have to meet a criminal background investigation conducted by the City Police Department or such other person or entity designated by the City Manager, which at a minimum shall include a LiveScan criminal history check.

Developer's membership rules shall seek to prevent the diversion of medical marijuana for non-medical uses by implementing strict policies and practices, to maintain tight controls on inventory and donations and/or cost reimbursements received.

Developer's collective agreement shall prohibit the use of medical marijuana by its employees at its facility, in the neighborhood vicinity of its facility, and/or while driving.

Developer shall take all necessary and reasonable steps to prevent the distribution of any of its medical cannabis products to minors; prevent revenue from the sale or distribution of its medical cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of marijuana from California to any other state; prevent state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the cultivation, manufacture and distribution of marijuana; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; disavow growing marijuana on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against marijuana possession or use on federal property. The Developer shall provide City with a Non-Diversion of Marijuana

Grown for Medical Use Plan documenting the steps Developer will take to satisfy the requirements of this Section.

6. Control and Testing

Developer shall utilize quality control measures and testing to ensure only the highest quality of medical marijuana and infused products shall be produced. For the purpose of testing, Developer shall use a licensed testing laboratory that has adopted a standard operating procedure using methods consistent with general requirements for the competence of testing and calibration activities, including sampling, using standard methods established by the International Organization for Standardization, specifically ISO/IEC 17020 and ISO/IEC 17025 to test medical cannabis and medical cannabis products that are approved by an accrediting body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement prior to distribution to its patient collective membership affiliates. Inspection and testing shall be conducted by the approved testing lab off-site. All other testing standards and procedures shall be in accordance with applicable State law and regulations.

All medical marijuana products shall undergo a quality assurance review prior to distribution to Developer's patient collective affiliates in order to ascertain its quantity and content. Inventory procedures shall be utilized for tracking and taxing purposes by the state. Developer shall employ an efficient record-keeping system to make transparent its financing, testing, and adverse effect recording, as well as recall procedures. Developer shall employ an efficient record-keeping system that shall reflect its financing, testing, and adverse effect recording and product recall procedures. Developer shall provide City with a written plan explaining how it will satisfy the requirements of this Section 6.

7. Packaging of Medical Marijuana and Infused Products

All Developer's medical marijuana products shall be packaged and labeled as required by section 19347 of the California Business and Professions Code and applicable requirements and regulations issued by the State pursuant thereto. In addition to those packaging and labeling requirements, and packaging and labeling requirements set forth in the Developer's Regulatory Permit application, as amended or supplemented, all medical marijuana products shall be packaged in an opaque childproof container which shall contain a label or be accompanied by a leaflet or inset that states, at a minimum:

i. The name, address and telephone number of the medical marijuana dispensary facility to which the medical marijuana product is distributed, sold, or transferred;

ii. The amount of medical marijuana in the container; and

iii. The date the medical marijuana was transferred to a medical marijuana dispensary facility.

Developer intends to produce infused products and shall secure any approval from the County of Monterey Health Department required for manufacturing and handling such products. Developer's infused products shall not be produced, manufactured, stored or packaged in private homes. All Developer's medical marijuana infused products shall be individually wrapped at the original point of preparation.

8. Point of Sale Tracking System

Developer shall maintain an inventory control and reporting system that accurately documents the location of medicinal marijuana products from inception through distribution, including descriptions, weight, and quantity. The inventory control and reporting system shall comply with the track and trace program required by section 19335 of the California Business and Professions Code and regulations issued therein.

Developer shall employ an electronic point of donation/sale system approved by the City, such as BioTrack THC, MJ Freeway, or similar system for all point of donations/sales tracking from seed or inception to product distribution to other licensed medical marijuana dispensary facilities. Such approved system shall track all Developer medical marijuana products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). BioTrack THC, MJ Freeway, or similar system shall have the capacity to produce historical transactional data in accordance with the City's requirements.

9. Record Keeping

Developer shall maintain records for all dispensed medical marijuana and/or infused products. Developer shall comply with all records-keeping responsibilities that are set forth in section 5.28.220 of the Greenfield Municipal Code, including complete and up-to-date records regarding the amount of medical marijuana cultivated, produced, manufactured, harvested, stored, or packaged at Developer's facility.

10. Processing, Handling, Storing, and Distribution of Medical Marijuana and Related Products

Medical marijuana cultivation, handling, storing, and processing shall be concealed from public view at all stages of growth and processing, and there shall be no exterior evidence of cultivation or processing occurring at the premises from a public right-of-way or from an adjacent parcel. Medical marijuana cultivation, handling, storing, processing, or distribution shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Developer shall store its medical marijuana and/or medical marijuana products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within

Developer's facility. Developer shall not conduct outdoor operations except as related to lawful delivery and transportation of medical marijuana and infused products. Developer shall not store medical marijuana or related products in its delivery vehicle outside normal operating hours of the facility.

Medical marijuana products shall be sold or distributed only to licensed dispensaries in California. Excess or contaminated product shall be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

11. Description of Banking Plan

Developer shall seek to open a bank account under the name of the Developer or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments, among others. Should a bank account not be forthcoming, Developer shall purchase and install safes to secure all daily funds received from its collective membership or other lawful cooperative corporation to which its products are sold, transferred, or distributed. If Developer successfully opens a bank account, it shall make provisions for Developer collective members or other lawful cooperative corporations to implement debit and credit card transactions. Developer shall not accept personal or corporate checks.

12. Transportation Plan

Developer shall comply with all local and state law regarding transportation, including the rules governing delivery service. Developer shall retain a list of names and cellular contact numbers for all employees engaged in transportation of medical marijuana products and provide it to the City Police Department, keeping the list current and up to date.

All Developer employees engaged in transportation of medical marijuana products shall carry a copy of the dispensary's current license authorizing the delivery of medical marijuana and/or related products, along with the employee's government-issued identification. The Developer employee engaged in transportation shall be instructed to present his/her license and identification upon request to state and local law enforcement and other employees of regulatory authorities. The licensee shall maintain a physical copy of the delivery request and shall make it available upon request of the City and its police officers. The delivery request documentation shall comply with state and federal law regarding the protection of confidential medical information (HIPPA). The licensed dispensary requesting the delivery shall maintain a copy of the delivery request and shall make it available, upon request, to the City and its law enforcement officers.

Developer shall keep complete and up-to-date records documenting each transfer of medical marijuana to other lawful cooperative corporations, including the amount

provided, the form or product category in which the medical marijuana was provided, the date and time provided, the name of the employee making the transfer, the name and address of the other lawful cooperative corporation to whom delivery is made, and the amount of any related donation or other monetary transaction.

13. Community Relations

i. Public Outreach and Education Program

Developer shall create an effective public outreach to City of Greenfield's community, including but not limited to outreach and interface with public and private schools, youth organizations, religious organizations, health care providers, drug abuse treatment providers, and mental health and drug counseling providers.

Developer shall coordinate and cooperate with the City and other medical marijuana Developers located within the City of Greenfield in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be approved by the City.

ii. Community Benefits Program

Developer shall coordinate and cooperate with the City and other medical marijuana Developers located within the City of Greenfield in the establishment, implementation, and funding of a community benefits program which could include such items as new community recreation facilities, expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service and special districts and organizations. This community benefits program may be implemented by a foundation or other association of medical marijuana Developers issued regulatory permits by the City.

The City and the public shall participate in the decision-making process for identifying and prioritizing community needs and benefits, and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

iii. Designation of Persons Responsible for Community Relations

At the time of this Agreement, Developer's general manager, Salvatore Palma, shall be responsible for community inquiries and complaints and on site during normal business hours.

iv. Interface with City of Greenfield Police Department

Developer's general manager, Salvatore Palma, shall interface with the City Police Department to ensure its operation is in compliance with local and state laws and regulations.

v. Local Recruitment, Hiring and Training Programs

Developer is committed to making a good-faith effort to recruit, hire, and train local residents for employment by the Developer. A good-faith effort means the Developer shall take the following or similar actions to recruit and employee local residents: 1) Contact local recruitment sources to identify qualified individuals who are local residents, 2) Advertise for qualified local residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employee local residents as a part of the its workforce.

Developer shall also seek local companies to serve as its general contractor and subcontractors needed for construction and build-out improvements of the Developer's medical marijuana facilities. Additionally, local companies shall be sought to employ as licensed security guards needed once Developer's facility is opened, as well as for ancillary services needed.

14. Safety Plan

In addition to all other requirements described in this Exhibit, Developer shall provide City with a Safety Plan that describes the fire prevention, suppression, HVAC and alarm systems the facility will have in place. The Safety Plan shall include an assessment of the facility's fire safety by a qualified fire prevention and suppression consultant considering all possible fire, hazardous material, and inhalation issues and threats, and shall describe the written and physical mechanisms in place to deal with each specific situation.

15. Business Plan

Developer shall provide City with a Business Plan that includes a description of day-to-day operations of the Project (in accordance with the GMC Section 5.28.200), including but not limited to a description of how the Project will conform too local and state law in accordance with Greenfield Municipal Code Sections 5.28.050, 5.28.140, 5.28.160, 5.28.170, 5.28.180 5.28.190 and 5.28.200, and the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use. The Business Plan shall also contain a schedule for beginning operation of the Project, including a narrative outlining any proposed construction and improvements, and a timeline for completion. The Business Plan shall include, at a minimum, a budget for construction, operation, maintenance, employee compensation, equipment costs, utility costs, and other operation costs and shall demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.
The Business Plan shall also contain a plan for at least three years of operations to address how the Project, including its exterior areas and surrounding public areas, will

be managed, so as to avoid becoming a nuisance or impacting neighbors and the surrounding community.

In addition, Developer shall provide City with proof of capitalization, in the form of documentation of cash or other liquid assets on hand and Letters of Credit or other equivalent assets.

16. Employment Requirements

Developer shall adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees, providing compensation to and opportunities for continuing education and training of employees, and providing a living wage to all employees.

2691992.6

EXHIBIT D

Security Plan

SECURITY PLAN – 900 CHERRY AVE.

GREENFIELD ORGANIX

PREPARED FOR

City of Greenfield

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SECURITY PLAN

This is the written Security Plan for Greenfield Organix and Higher Level of Care (“We”, “Us”, “Our”, “Applicant”). This plan addresses and meets the application requirements of the [Greenfield Police Department] Medical Cannabis Program Rules and Regulations (“Department”).
This plan addresses and meets the Requirements of Chapter 5.28. Subsection D-3 “Security Plan” of the City of Greenfield (hereinafter sometimes referred to as “City”) Medical Cannabis Ordinance ("Medical Cannabis Ordinance").

I. INTRODUCTION

We understand that security is of paramount importance. We are keenly aware of the added security challenges that a business of this nature faces, and we have taken extensive measures to have professionally-vetted policies, procedures, and systems in place to provide comprehensive protection, not only for our physical plant and inventory, but also for our employees and patients. Our security will meet or exceed the Police Department and Cities requirements set forth.

The security and safety of the Collective's member/patients, staff, administration and surrounding public, is crucial to the operational goal of providing medicinal cannabis within a safe and healthy environment.

We have named Uretsky Security PPO -16659 (“Security Agent”) as the dispensary agent in charge of security. This person has more than 40 years’ experience in the information security sector. Bill Uretsky (partner) served 24 years with the Carmel Police Department, retiring as a Lieutenant in 2000. Mr. Uretsky started his Private Security Company in 2001 and has been providing security to schools, banks, gated communities, and private events. Nick Cina (partner)

We will, at all times, have one or more designated Manager(s) (“Security Manger”) as the Collective’s agent in charge of security.

The Security Agent will have oversight responsibility for the implementation of this plan. As the person responsible for implementation, Bill Uretsky & Nick Cina also will serve as a liaison with the executive staff, board, and law enforcement. In addition, Bill Uretsky & Nick Cina will have oversight responsibility to review and update this Security Plan on a regular basis to ensure our continued compliance with the security aspects to all applicable laws of the State of California and the Medical Cannabis Ordinance.

With the leadership of our Security Agent, we are developing a state-of the-art plan that takes advantage of the security industry’s best practices and most up-to-date technology, ensuring

that our cultivation and manufacturing facility operates at the highest level of security preparedness.

If our application is approved, we will reach out to local law enforcement officials in our application area to enlist their input and cooperation in the development of our security procedures. The goal is for our plan to meet or exceed current standards for policing and securing this type of facility.

Our Security Plan is divided into two components: *Facility Security* and *Operations Security*. The preventive measures adopted in these components will minimize our security exposure, protecting the public, our patients, and our staff. We also are confident that should there be any breach of security, our comprehensive response capabilities will ensure the incident is quickly detected, contained, and resolved at the appropriate response level.

II. FACILITY SECURITY

The Cultivation/Manufacturing facility ("Facility") are to be located at a single site. The security at the Facility is designed to reduce the likelihood of security breaches and to trigger an immediate response in the event of a breach. In addition, it is designed to control access to the cultivation and manufacturing areas, limiting it to authorize and properly identified personnel.

The physical address of our Facility will be at 900 Cherry Ave. in Greenfield, California, which is across the street from the Greenfield Police Department. (Site plan showing the Facility, including the street(s), parking lot(s) and any other entities that physically border the Facility are shown in an attachment).

Our proposed facility is located within a Light Industrial use area that includes industrial and manufacturing businesses.

1. Physical Building

A. Location and Building Specifications

We have located our Cultivation / Manufacturing facility in a light industrial use area that includes industrial and manufacturing businesses. The cultivation facility will include ten 10,800 square foot greenhouses, and the manufacturing lab will be a 4,000 square foot freestanding building. The Facility will have a secure means of ingress and egress, and is located in an area of low vehicular traffic. The Facility has a front entrance/exit that will be guarded by security measures 24 hours a day, 7 days a week. All window and points of ingress and egress on all structures will be secured will be secured to deter unauthorized access. Car access also will be limited with fencing

Areas where cannabis will be kept or handled have no external doors or windows and can be accessed only from within the Facility.

All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.

This configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely; they will also discourage any theft attempts.

B. Floor Plan

A floor plan, (developed and approved by the City) of the Facility will detail the location of:

(1) All entrances and exits to the Facility;
(2) The location of any windows, skylights, and roof hatches;
(3) The location of all cameras, and their field of view;
(4) The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens;
(5) The location of the digital video recorder and alarm control panel.

C. Lighting

Statistics show that crimes are less likely to occur in well-lit areas, because a well-lighted property is an excellent deterrent against criminals. Security lighting is one of the most practical and effective ways to prevent crime in or around commercial facilities.

The main objectives of our security lighting system at the cultivation sites are to illuminate dark areas and detect and recognize movement in the protected area. The best vision with outdoor lighting is obtained from downward directed and shielded security lighting that is constantly on, supplemented with instant-on lighting triggered by motion detectors.

We will add external security lighting, including high spot lights to both facilities. Each facility and all walkways of each facility will be well illuminated to maximize visibility. Lighting will be operated automatically by a photo-sensor, ensuring that lighting will at all times be optimal for video capture.

Exterior lighting on the Facility and parking area lighting for the Facility will be balanced and will not result in a glare on adjoining properties, will complement the security systems described above to ensure that all areas of the facility are visible, and will provide increased lighting at all entrances to the Facility. The exterior lighting will be turned on from dusk to dawn.

No medical cannabis, or any product containing medical cannabis, or paraphernalia will be visible from the exterior of any Facility.

We will add external security lighting as appropriate.

D. Guards / Identification

Once the facility is operational we will employ Uretsky Security to provide security guards licensed by the Bureau of Security & Investigative Services (BSIS). Each guard will have in their possession a guard card issued by the BSIS indicating they have completed their initial 40 hours of training and additional 20 hours of training each additional year. Training will consist of:

1. Powers to Arrest
2. Weapons of Mass Destruction
3. Public Relations
4. Observation & Documentation
5. Communication
6. Liability / Legal Aspects
7. Chemical Agents
8. Preserving Incident Scene
9. Crowd Control
10. Driver Safety
11. Supervision
12. Radio Procedures
13. Courtroom Demeanor
14. Traffic Control / Parking
15. Firearms Training
16. Baton Training
17. Fire Safety
18. Evacuation Procedures

Uniformed security personnel will be on site monitoring the facility during hours of operation. All security personnel will be thoroughly screened, trained, and strictly supervised by our Security Department working in conjunction with Uretsky Security, to ensure they are of the highest capability. Our internal liaison for our Security Department will be Salvatore Palma who is one of our Board of Directors.

Uretsky security will employ Security Personnel subject to the following requirements:

- All Security Personnel will register and maintain valid registration status with the state of California's Department of Consumer Affairs. At no time will be any Security Personnel register with the State at any level that is less than that of a proprietary private security officer.

- While on duty, all Security Personnel will have a nameplate containing the Security Personnel's full name and the word "SECURITY" printed in bold, capital letters. The nameplate will be exhibited prominently on the clothing, at chest level, and will be visible and easily read at all times. The nameplate will be a minimum of two inches (2") high and four inches (4") wide, with the required information printed in capital letters, at least three-fourths inches (¾") high and in a contrasting color.

- As an alternative to a nameplate, the Security Personnel's name and the word "SECURITY" may be embroidered on the Security Personnel's outermost garment with the required information meeting the above specifications and located at chest level.

A minimum of one (1) Security Personnel/Security Guard will be present and on duty at the Facility 24 hours per day, 7 days per week.

The Security Personnel/Security Guard will provide security inside the Facility, along the outside perimeter of the Premises, at parking sites immediately adjacent to the Facility, and at sidewalks adjacent to the Facility.

The Facility will have a single point of entry and exit.

During operating hours, we will have 1 on-site security guard roaming the Facility and verifying employee credentials. After hours we will have a total of 1 on-site security guard roaming the exterior of the Facility.

Security personnel will perform and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Agent. Any incidents qualifying as irregular or suspicious will be handled immediately.

E. Perimeter Security

We will secure the perimeter of our cultivation facilities to prevent unauthorized intrusion. With our cultivation facility, we plan to use one or more of the following critical elements to secure the perimeter of our building: security fencing, security guards, and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

The cultivation facility will have six (6) foot metal fencing around the entire perimeter with a secured entry/exit gate. Any new fencing will be installed in such a way that no gaps will be left between the fencing and areas where it butts up against the building or yard. The security of any perimeter fencing will be checked by guards daily.

The perimeter of each building will be secured by video surveillance and adequate outside security lighting. In addition, during non-operational hours, all entryways and exits and all windows will be externally covered by according metal fencing.

Motion detectors will monitor the inside of all exterior doors and windows. These are separate sensors from our video camera motion detectors.

F. Access Conditions for Staff and Non-Staff Business Associates

At the Facility will be fifty-five (55) parking spaces inside the secured perimeter for employees and deliveries.

Staff here refers to anyone defined by the Department as a Facility agent: a principal officer, board member, employee, or volunteer. Non-staff business associates are all those, such as vendors and contractors, who do business with our Company but are not Facility agents. To access restricted areas of either facility, non-staff business associates will need to be admitted by appropriate staff and must be accompanied by a staff member at all times.

All persons working for or doing business with us will need a company-issued permanent identification card or temporary identification tag to be able to enter restricted areas. Staff will receive these upon hire.

Once the reason for their visit is confirmed, vendors and contractors will receive temporary identification tags at the reception window before being allowed to enter the cultivation or manufacturing rooms under staff escort.

We will require that ID cards and tags be visibly worn by all staff and non-staff at all times within the facility.

G. Non-Patient Public Access

Persons other than management, employees, volunteers, vendors, and contractors may from time to time have legitimate reasons to visit our facility. These include:

- Law enforcement
- Political officials and government administrators,
- Medical, health, and social service professionals, and
- The media.

Besides Facility agents, no one other than law enforcement may enter the restricted areas of our facility unless their visit has been approved by management, they have been issued and are wearing a temporary facility identification tag authorizing their entry into restricted areas, and they are accompanied at all times by a staff member who has been specifically authorized to bring them into access-restricted areas.

H. Internal Access-Point Control

Movement within each area of the facility will be tightly controlled. All main access doors and doors to the cultivation rooms will be outfitted with electronic keypad locks. Only permitted employees will be allowed to enter into the cultivation facility.

2. Electronic Security System

We will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

A. Video Surveillance

The Facility will be equipped with, and at all times be monitored by, a web-accessible closed-circuit television for security purposes. The camera and recording system will be of adequate quality, color rendition and resolution to allow the ready identification of any individual committing a crime anywhere on or adjacent to the Facilities premises. The system will be fully functional prior to processing or cultivating of medical cannabis at the Facility, should that occur.

The recordings of the monitoring will be maintained for a period of not less than sixty (60) days and will be made available and accessible to the Chief of Police and any other City official charged with enforcing the provisions of the Greenfield Municipal Code. The recordings will be made available immediately upon request for review and copying, without the need for a search warrant, subpoena or court order. The Facility will also provide the Chief of Police with the URL address of any on-site web-based video surveillance to monitor remotely at any time without a warrant, subpoena or court order.

We will employ state-of-the art external and internal cameras, each with a minimum resolution capacity of 704 x 480 pixels per square inch. This is sufficient to allow facial identification of anyone in or nearing the facility. All cameras are equipped with motion detection and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms. Our CCTV camera system with digital recorder includes:

- External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the cultivation rooms, and processing rooms. This covers all areas where cannabis is present or handled and all means of access to such areas. Video surveillance will cover external and internal areas 24/7.

- Electrical backup will be provided by a named brand Uninterrupted Power Supply unit sufficient to supply a minimum of five minutes of backup power to our cameras and computers. We have both on and off-site storage capacity of 3TB, enabling us to store at least 60 days of video surveillance recording. A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

B. Third-Party Monitoring

We anticipate contracting with ADT to help deter, detect, and document security events at each facility from a remote location. ADT will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times, and will report and document any suspicious activity. Our internal security personnel will work with ADT to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:

- Motion-sensor surveillance cameras
- Motion-sensor laser beams

- Unauthorized electronic access via supervision of system arming/disarming via individual personnel keypad combinations
- Security and fire alarms with remote central station supervision

ADT is the largest single provider of electronic security services to more than six million commercial, government and residential customers throughout North America. Founded in 1874, ADT's total security solutions include intrusion detection, fire detection, video surveillance, access control, radio frequency identification and integrated systems.

C. Intrusion and Motion Detection

Our alarm system will have motion detectors covering entryways and exits, hallways, cultivation rooms, storage rooms, and windows.

Motion detectors will be utilized to monitor the interior side of all exterior windows and doors. (These are separate from our video camera motion detectors.)

All active perimeter personnel and overhead doors will be equipped with magnetic door contacts to detect the opening of a door when the system is armed. The Vault door will also be contacted to detect opening when the system is armed.

D. Centrally monitored Fire and Burglar Alarm System

The Facility will comply with all local fire code requirements.

- The Facility will have a centrally monitored fire and burglar alarm system. This system will be fully functional at all times and prior to processing or cultivating medical cannabis at the Collective facility, should that occur.
- At a minimum, this alarm will cover the perimeter of the Facility and will focus on those areas where medical cannabis is grown, produced, harvested, stored, packaged or dispensed.
- This alarm system will be monitored by a professional alarm company at all times.
- This alarm system will be routinely inspected to ensure that it is functioning properly.
- We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:
- The control panel shall be a UL listed burglar alarm control panel;
- The system shall report to a UL listed central monitoring station;
- A test signal shall be transmitted to the central station every twenty-four (24) hours;
- At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that

contain safe(s);

- The system shall include at least one (1) holdup alarm for staff use; and
- The system shall be inspected and all devices tested annually by a qualified alarm vendor.

E. Alarm Testing

A test signal will be transmitted to the central station every twenty-four (24) hours. The alarm system will provide coverage of the facility ingress/egress points, the exterior windows, offices, production areas, storage areas, cashiering areas and the product safe. The system will include at least one (1) holdup alarm for staff use. Finally, the system shall be inspected and all devices tested annually.

F. Panic Buttons and Internal Communications

Panic buttons will be installed by ADT at the Facility and portable emergency will be available for personnel as required.

There will be three incoming phone lines and three active telephone handsets with intercom capability: reception office, dispensary room, medical director's office, and the miscellaneous business office. Phones will be VOIP via broadband ISP. The Internet provider will wire the security system equipment to their interface unit so as to allow full communication of the security system though their equipment.

G. Fire Security

The Facility will comply with all local fire code requirements. The fire system design will be reviewed by the Fire Department for permit issue. Requirements of the Fire Department above the proposed design will be reflected on a Change Order.

We will use Carlon's Fire Extinguisher Sales & Service, to provide sprinkler systems for the Manufacturing building. Alarm initiating and supervisory switches will be connected to the fire alarm system.

Notification appliances will be installed throughout the building. A single manual pull station will be installed in a continuously occupied area of the building for access during business hours.

The fire alarm equipment will be an addressable Firelite alarm control/communicator. Communication to the central monitoring station will be via dedicated land line with high security cellular/GSM back-up communication.

In addition, all rooms will be equipped with smoke detectors. ABC rated fire extinguishers will be present in the Manufacturing building and greenhouses.

H. Maintenance and Testing

All security-related systems will be routinely inspected to ensure that they are functioning properly. This includes:

- Video surveillance equipment
- Third-party monitoring equipment and connections
- Alarm systems
- Sensors
- Electrical connections
- Motion detectors
- Smoke detectors
- Panic buttons
- Phone connections
- Information storage and backup systems
- Electrical backup systems

The Security Agent will be responsible for ensuring that such inspections take place at reasonable intervals. We will promptly implement all necessary repairs to ensure continuous proper functioning of the security system. Inspection results and maintenance records will be securely kept for review by the Department and appropriate oversight authorities.

We will be utilizing a solar panel system along with battery backup to ensure that in the event of a power outage our facility will still have the appropriate power needed to keep the building secure. This means our electronic access will remain along with our other systems that we will have in place.

III. POLICIES & PROCEDURES FOR FACILITY SECURITY

1. Incident Management and Emergency Response

We understand that smooth operations require well-laid contingency plans and a staff well-trained in their execution. Under the leadership of our Security Agent and with input from appropriate. Local agencies and enforcement authorities, we will develop a comprehensive Emergency Response Plan.

The Emergency Response Plan will include contingencies for non-security related emergencies such as medical emergencies, bomb threats, fires, explosions, chemical release, and weather-related disasters to ensure an appropriate and orderly response. This will prevent non-security related emergencies from becoming aggravated security emergencies as well. Emergency procedures and emergency contact numbers will be provided in writing to all employees and posted prominently in all areas of the facility.

We will also develop a comprehensive set of guidelines for dealing with security threats. All staff will learn and be drilled in these procedures to ensure they are adequately prepared for emergencies. Preparedness means all staff members:

- Know how to assess emerging situations to determine the type and level of threat they may pose;
- Know how to respond to different kinds of security threats;
- Know which types of situations warrant the activation of panic buttons; and
- Know how to proceed when a security alarm goes off or a panic buttons has been activated.

If a security breach is found to constitute an actual emergency, authorities will be notified as required. We will then follow the emergency response procedures it will establish in cooperation with local law enforcement authorities for smoothly bringing the situation under their control.

Procedures will be revised and updated as necessary. They will be reviewed at least once every twelve months. We will invite local law enforcement to offer their input on up-to-date security threat analysis and contingency planning.

2. Outside Partnerships: Liaising with Community and Local Law Enforcement.

Local law enforcement and neighbors in close proximity to our facilities will have the name of one or more contact persons on our staff whom they can notify day or night in case there is a problem impacting them or that they feel may impact us.

We will periodically reach out to neighbors to ensure that there are no unreported problems of this sort.

We also will reach out to local law enforcement to develop a professional working relationship and a coherent contingency plan for incidents that require a law enforcement involvement at our facility. Local law enforcement officials will be invited on-site to discuss and evaluate potential security risks, vulnerabilities, and to assist in the development or enhancement of our current security program.

3. Closing Procedures

After the cessation of business each day our closing procedures require that the alarms be set by the two (2) or more individuals who will all exit at the same time. At the close of each business day, our personnel will insure that all rooms are locked, the processed medical cannabis and medical cannabis to be disposed is under lock and key in the safe and that the security alarms are set.

- All exterior doors and interior rooms and cultivation rooms are locked.
- The processed medical cannabis and raw medical cannabis is secured in the safe.

- That the security alarms are set.

4. Safe

The Collective will maintain, at the Facility, a fireproof safe for the storage of all records and documents required by the Greenfield Municipal Code Chapter 5.28.00.

5. Storage of Cannabis

Medical cannabis will be stored in buildings that are completely enclosed, and in a locked vault or safe, or other secured storage structure which is bolted to the floor or structure of the Facility.

6. Preventing On-Site Consumption

We shall not permit the consumption of medical cannabis at the registered premises in any form. All medical cannabis will be kept in a closed container that shall not be opened on the premises. Any medical cannabis or cannabis paraphernalia that shows evidence of the medical cannabis having been consumed or partially consumed will be reported to the Department and/or local Police Department.

We will place smoke detectors around premises and routinely monitor surveillance to prevent the use of medical cannabis on the registered premises.

7. Suspicious Activity and Loitering

Staff will be trained to identify and respond appropriately to all levels of suspicious activity. Loitering will not be tolerated. Loitering by Employees will result in a warning. Continued Loitering will result is termination. For non-employees, loitering or suspicious activity will be addressed by our security personnel, then in notification of local law enforcement.

8. Ingress / Egress / Access

We will secure the perimeter of the Facility to prevent unauthorized intrusion.

Windows and roof hatches of the Facility will be secured from the inside with bars so as to prevent unauthorized entry. The bars will be equipped with latches that may be released quickly from the inside to allow an exit in the event of an emergency. The windows and roof hatches will be in compliance with all applicable building provisions in the Greenfield Municipal Code.

Exterior doors to the Facility will remain locked from the outside to prevent an unauthorized ingress to the facility. Ingress will be allowed by means of a remote release operated from within the Collective. In all cases, doors will remain operable from the inside to allow egress without the use of a key or special knowledge. Access-controlled egress doors will comply with Section 1008.1.3.4 of the California Building Code.

Persons other than management, employees, volunteers, vendors, contractors, and members may, from time to time, have legitimate reasons to visit our facility; such

persons: may include: law enforcement, political officials, government administrators, medical, health, and social service professionals, and the media.

Besides the Facilities management, employees, vendors, and contractors, no one, other than law enforcement or City agents, may enter the restricted areas of the Facility unless management has approved their visit. Movement within the Facility will be tightly controlled and regulated.

No cultivation of Medical Cannabis at the Facility will be visible with the naked eye from any public or other private property, nor will Medical Cannabis or any product containing Medical Cannabis be visible from the exterior of the Facility.

All areas devoted to the cultivation of medical cannabis at the Facility will be secured and separated from public access, by locked interior doors and any other security measures necessary to prevent an unauthorized entry.

9. Preventing Theft & Non-Diversion

To prevent diversion of medical cannabis we will take the following measures:

- Any personnel that are aware of any such theft or diversion will result in immediate termination and reporting the incident to both the Department and the Police Department.
- All Medical Cannabis while growing will be maintained in a secure and locked room that is accessible only to authorized persons. Medical Cannabis that has been processed but not delivered to an authorized dispensary will be in a compliant safe.
- No individuals who are not authorized to be on the cultivation facility premises will be allowed access thereby reducing the threat of theft or diversion of Medical Cannabis.
- Employees will have lockers and changing areas in the facility. They will change from their street clothes into uniforms which are void of pockets while they are on shift. At the completion of a shift, the employees will change from the work uniform back into their street clothes. All employees are subject to searching.
- At the time of each delivery, we will verify the status of the registered dispensary is in good standing with the Department.
- Have the dispensary agree not to distribute cannabis to non-patients;
- Have the dispensary agree not to use the cannabis for other than medical purposes;
- Track when dispensary licenses and/or permits expire;
- Enforce conditions of purchasing by excluding dispensaries who are caught diverting cannabis for non-medical use;
- Monitor transactions and program controls to see if a dispensary is purchasing more than should be reasonable.
- Implementing our state-of-the-art supply chain tracking system that follows

every plant from seedling to sale to prevent shrinkage within the cultivation facility. Each plant has a barcode and if it is missing we will know that a serial number is unaccounted for;

- Compare average yields of plants, whereby if plants in particular areas are yielding less end product we can alert Security to a possible concern; and
- Obtain delivery confirmations for each package delivered to dispensaries from authorized transportation personnel, and log that information with our record keeping system.

Since regular inventory and supply chain tracking is crucial to preventing diversion, inventory will be manually performed every day by two background-checked employees to verify the accuracy of our computerized inventory management system using BioTrackTHC.

We believe that by having strict guidelines aimed at preventing diversion, and creating an inventory tracking system that allows us to follow each plant from seedling to sale, we will be able to create a closed loop system and effectively mitigate risks of theft and diversion.

10. Incident Log

We will maintain an incident log for a period of seven (7) years with reports of incidents that triggered an alarm. Such reports shall be made available to the Department during any inspection of the facility. We will notify the Department by electronic means within twenty-four (24) hours of any incident in which a theft, burglary, robbery, or break in occurred, whether or not items were actually removed from the facility. Our facility manager shall follow up the initial notice with a written report describing in detail the factual circumstances surrounding the incident and include an inventory of all stolen items, if applicable. The incident log will be kept in a safe, secured filing cabinet.

11. Weapons

No person will be allowed to be in possession of any firearm while in the Facility, other than licensed security personnel. Security Personnel in possession of a firearm will be contracted only from a licensed bonded security company.

IV. OPERATIONS SECURITY

Employees will be tested on training content and must pass the test by their third attempt in order to remain employed. All staff will also go through periodic refresher seminars, as well as new training on any policy updates or changes in procedure. All emergency procedures will be rehearsed in periodic drills.

In addition to training and periodic drills, all employees will receive official Company reference material, written in plain English and presented in an easy-to-use outline format, explaining all our operational, safety, and security policies and protocols. In developing our official safety and security policies, we will consult with local law enforcement. We will also work with local police to develop effective ongoing

employee training seminars and practices. Especially in developing our policies and training procedures on crime prevention and security threat response, we will seek the involvement of local law enforcement.

1. Business Hours

Our Facility shall not be open to the public. In the event that the Facility shares space with other neighbors, the portion of the building used for cultivating/manufacturing medical cannabis shall be closed to the public. The Facility will normally operate from 8am-8pm, 7 days per week, but may at times operate outside of these normal business hours. We shall permit only a registered director, officer, member, incorporator, agent, manager, employee, or government or law enforcement official on the registered premises of our Facility.

2. Workforce Security

A. Staffing Structure and Current Employee Roster

We expect to employ at least 39 people at the Facility.

B. Background Checks

We will perform background checks on all employees, volunteers, principals, directors, and board members. We will also perform background checks on any contractors or vendors who regularly work within the facility or will be employed there for an extended time. Copies of any public records obtained through the background check process will be provided to the individual concerned. To ensure transparency, the entire background checking process will be conducted by a third-party.

We will not employ anyone who has been convicted of a felony except for the purposes of the Medical Cannabis Program as an "excluded felony offense." Also, we elect not to engage any contractors or vendors who would have access on a regular basis or for an extended time to restricted areas of our facility if they have been convicted of any excluded felony offenses.

3. Training and Drills

Security and emergency response training is only part of the comprehensive training required for all employees. Training will also cover:

- Medical cannabis laws and regulations,
- Secure electronic record keeping,
- Procedures for product handling, and
- Personal safety, fire safety, and crime prevention.

4. Personnel Records

We will maintain personnel records for each employee, or agent. These personnel records will be maintained for a period of at least six months past the end of the individual's affiliation with us. These records will include:

- Application
- Identification and verification as a qualified patient
- Documentation of all required training,
- A signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters.
- Sign copy of the Greenfield Organix Employee Policies & Procedures Handbook
- Performance reviews
- Record of any disciplinary action taken against employee at any time during employment.

5. Limited Cash Operation

Cash payments will be directly deposited into a drop slot safe, limiting the amount of cash circulating at the dispensary. The money will be removed from the safe and counted daily in a locked room. Access to the dispensary will be limited to employees during all safe transfers. Two employees are required to be present during this time. The cash will then proceed to the appropriate bank in a locked container each day. Access to the container will require both an electronic keypad password and a pass-code.

6. Inventory Security

A. Sale

The inventory tracking and control system associates every product sold. Each item sold will be distributed to the legal dispensary with whom we have an executed Cultivation Agreement in place.

All sales take place under camera surveillance that captures inventory movement as well as faces and identifying features of the individuals involved in the transaction.

B. Storage

All harvested medical cannabis will be stored in high-security fire-proof safes. Inventory will be removed from the storage safes only for the purpose of immediate transport or immediate sale. Our fireproof safes will be waterproof from fire hoses and sprinklers and have all steel construction, inside and outside. Our storage safes will represent top quality for safety and fire protection. The storage area shall have a volumetric intrusion detection device(s) installed and connected to the facility intrusion detection system. The safe shall be a UL listed burglar-proof safe with a minimum rating of TL-30. Safes weighing less than seven hundred fifty pounds (750 lb.) shall be installed in a steel clad concrete block or otherwise securely anchored to a fixed part of the facility structure.

C. Visibility

Medical Cannabis or paraphernalia will not be visible from any public or other property not owned by us.

D. Transport

We plan to offer delivery of medical cannabis to dispensaries. To ensure the security of transport agents and of inventory being transported and to comply with Department regulations, we have adopted the following procedures described in this section:

1. Vehicles will not have any medical cannabis identification, and no medicine, plants, or paraphernalia will be visible.

2. All deliveries from our facility will include the use of trained security or internal personnel in teams of two. Delivery drivers will be required to successfully complete our training, how to prevent robberies, protect their lives, and stop "car jacking's."

3. We will consider using a real-time wireless reporting of all deliveries to monitor delivery, which we believe will help prevent diversion during the delivery process. It also will allow us to track the location and delivery time of products.

4. All transport vehicles will be equipped with GPS monitoring and will be required to update the dispensary upon every completed delivery.

5. All incoming medical cannabis products from other dispensaries will be accepted at the designated vehicle and placed in a sealed and locked container. Access to this container will require both an electronic keypad entry and a physical key. Products remain in the locked transport container during transport. The incoming container will be removed from the delivery vehicle under the supervision of a minimum of two employees. The container will only be opened once it is securely inside the dispensary.

6. Transport agents will be able to engage in two-way communication with the dispensary during transport in case of emergency.

7. We will require all incoming materials to have a detailed transit slip ready on arrival and carried throughout the trip. This will include:

- The origination of the items (the names and registry identification numbers of the releasing dispensary and dispensary agent),
- A description of the products being transported (the type of product, quantity, and tracking numbers),
- Designated and actual route of transport,
- Name and registry identification number of the transport agent responsible for

the transport, and

- Date and time of departure and arrival.

Loading at the facility will also take place under the supervision of a minimum of two employees. All products will be transported from the dispensary to the vehicle and from the vehicle to the designated drop-off locations in a sealed and locked container. Access to the container will require both combination input on an electronic keypad and a physical key.

E. Disposal of Unused or Surplus Medical Cannabis

We intend to dispose of unused or surplus medical cannabis and its by-products by incinerating or composting. All unused or surplus medical cannabis and its by-products shall be weighed and documented and recorded on a form.

We shall report any stolen or lost medical cannabis by filing a police report by calling 911 or in person with the Police District where our registered business resides either in person or in writing within twenty-four (24) hours of becoming aware of the theft or loss.

F. Record Keeping

We will keep meticulous records, complying with local, state, and federal laws and regulations regarding patient records, inventory records, and transportation records. Transport agents will carry with them a copy of the transport authorization and control data (the "transit slip") during transport of medical cannabis. All inventory control records and records of inventory transfer, transport, and delivery will be kept for five years and made available to the Department and authorities on request.

G. Information Systems Security

Our data and information are as valuable as our products. We will take both ordinary and extraordinary measures to protect our information systems and keep our data secure. Ordinary measures are:

- Using virus protection, spam-filtering, and firewalls
- Keeping software and OS updated
- Using passwords and changing them frequently
- Using secure wireless networks
- Restricting web browsing
- Initiating frequent and secure data backups

We will limit access to our network by using unique user passwords and by restricting IP addresses and MAC addresses to specific computers. The use of third party email, web, and data servers will be avoided. We will provide training on user security procedures.

All data and information from our security system and from our inventory control system will be secured and encrypted and backed up automatically every night, not only to a private server on site, but also to a secure, off-site server location. Should there be an emergency, natural disaster, or criminal breach at our facility, all data remain safe and remotely accessible on our remote backup server.

For data backup we will be using a Capsule on-site and an encrypted FTP for transfer to secure off-site storage.

EXHIBIT E

Odor Control Plan

This is the written Odor Management Plan for GREENFIELD ORGANIX (hereinafter sometimes referred to as “We”, “Us”, “Our”, or “Collective”). This plan addresses and meets the Requirements of Chapter 5.28.020 of the City of Greenfield (hereinafter sometimes referred to as the "City") Medical Marijuana Ordinance ("Medical Marijuana Ordinance").

INTRODUCTION

The proposed cultivation and dispensing of medical cannabis could impact the environment and cause odors. A preliminary evaluation has been made of possible significant impacts of odors to the environment and mitigation measures that can be incorporated into the planning, design, and operation of the Collective. The primary purpose of Odor Management Plan is to demonstrate how the Collective will comply with the applicable environmental laws and regulations pertaining to the Collective facilities.

SCRUBBING AND TREATMENT OF AIR

The Collective intends to use a Closed Growing Environment (CGE), or closed loop aeration system that keeps all environmental conditions contained within a production room, as opposed to an open aeration system that brings in air from outside at its facilities. In a CGE setup, each room, where plants are stored or processed, is sealed from the others, bringing in no outside air. Contrary to common belief, plants do not need fresh air from outside to thrive, which explains how plants can survive in places like space stations and space shuttles where air does not exist.

For Greenfield Organix, the specifications of our CGE include the following:

Odor Neutralization: Greenfield Organix will have an Uvonair 5000 Plus Ozone Generator supplying Ona air neutralizer every 5,000 cubic feet of interior space. The ONA odor neutralizing products consist of complex formulations representing a variety of chemical compounds offering different functionalities, both structural and chemical. The technology behind ONA was initiated over 25 years ago. The scientist who invented ONA became fascinated when he observed that terpenes, when diffused into the environment, reduced odors and unwanted emissions. Inspired by this finding, further evidence showed that the odors were not just masked but permanently removed. The result was a set of specialized formulations that neutralize a wide spectrum of organic and inorganic odor problems — effectively, efficiently and permanently. ONA formulations have been scientifically engineered to be environmentally safe. ONA is manufactured under strict quality controls to ensure a safe and non-toxic product. The components used to make ONA are generally recognized as safe and have been commonly used in the food and cosmetics industries with a long history of safety.

Terpenes: Terpenes are widespread in nature, mainly in plants as constituents of essential oils. Many terpenes are hydrocarbons, but oxygen-containing compounds such as alcohols, aldehydes or ketones (terpenoids) are also found. Their building block is the hydrocarbon isoprene, CH2=C(CH3)-CH=CH21.

- Terpenes have anti-bacterial, antifungal and antiseptic properties.
- Terpenes have oxygenating properties (increases oxygen level).
- When diffused into the environment, terpenes have been found to reduce airborne chemicals and bacteria.
- Terpene characteristics appear to either destroy the odor molecule or convert it to a more acceptable level.

Mechanisms of Action: There are three mechanisms of action that can occur, based on the chemical and physical natures of each terpene and active ingredient versus the organic and inorganic volatile compounds.

- Adsorption — All VOCs and odorous compounds have a solubility factor in ONA active ingredients. This solubility will allow the VOC compound to solubilize itself in the presence of ONA, relative to the

chemistry of the emission, temperature, pH, and pressure of the environment.

- Absorption — The active molecules in ONA will attract or come into contact with low molecular weight or volatile compounds (VOC's). These VOC's will enter and bond with the ONA active ingredients to eliminate odors.
- Chemical Reaction (The Pairs Theory) — This involves the permanent bonding of the odorous molecule (VOC) and the ONA active ingredients reactive sites. This mechanism transforms the pollutant in its basic properties. As a result, odor disappears.

The affinity of the different odorous compounds (VOCs) with ONA is directly relative to their chemical composition and physical state. For example, a hydrogen sulfite can have a great affinity for certain sites of the ONA active ingredient. It can either bond electrostatically, or react in comparison to its relative solubility. This means different components will be neutralized by one mechanism compared to the other two, or a blend of each of the three. The bottom line is ONA is not a masking agent but offers a safe, effective way to permanently eliminate odors and emissions.

Air Purification: Greenfield Organix will use a robust and extensive system of Carbon & HEPA filters to purify the air within its Closed Growing Environments.

Activated carbon filters are small pieces of carbon, typically in granular or powdered block form, that have been treated to be extremely porous. It is so cavernous, in fact, that just one gram of activated carbon can easily have a surface area of 500m2 or higher. Vast surface area enables these carbon filters to adsorb exponentially more contaminants and allergens than traditional carbon.

Adsorption is a distinct process where organic compounds in the air or water react chemically with the activated carbon, which causes them to stick to the filter. The more porous the activated carbon is, the more contaminants it will capture. These filters are most notably used to remove hazardous compounds in home air purification systems.

In air purification systems, activated carbon filters are used in conjunction with HEPA filters to trap known allergens and impurities like:

- Dust
- Lint
- Mold spores
- Smoke
- Pet hair
- Common household chemicals
- Benzene and other VOCs

Carbon filters also help eliminate unpleasant odors so indoor air remains fresh. Used together, activated carbon and HEPA filters can trap 99.97% of small particles 0.3 microns and higher as well as most larger particles, especially spores.

Each greenhouse will be equipped with an GrowBright 8" in line fan carbon filter for every 200 cubic feet of grow canopy. The 8" GrowBright fan is rated at 590 cfm. A CFM of 100 is suitable to exchange the air in 100 cubic feet in a 5 minute span. Providing 590 cfm capacity per every 200 cubic feet will nearly triple that demand.

Transference Minimization: Air Curtains prevent air, contaminants & odors from moving from one open space to another. It reduces penetration of insects and unconditioned air into a conditioned space and vice versa by forcing an air stream over the entire entrance. The air stream layer moves with a velocity and angle such that any air that tries to penetrate the curtain is entrained. Air curtain effectiveness in preventing infiltration through an entrance are up to 90% effective.

At each entrance and exit, Greenfield Organix will install an industrial sized air curtain, manufactured by Northern

Tool and Equipment TPI Variable Speed Air Curtain offering 4,168 CFM keep air/odors from escaping through any exterior doorways during the extremely brief periods which they are open during operations. Doorways will only be open for the period that it takes an employee to pass through the doorway.

By integrating a CGE setup into our production processing rooms, it gives us the ability to manually control a production room's environment, creating ideal plant conditions to foster plant growth, avoid problems associated with an open aeration setup and sustain our environmental objectives. A Closed Growing Environment means there are no air vents pushing air to the outside or vents pulling air in. These enclosed interior environments are not affected by outside conditions, providing a barrier to contain smell within our facility and control pests from entering from outside our facility. By being able to provide plants with an optimal temperature, humidity and CO2 levels it can have a large impact on crop yield and quality while minimizing our impact to the environment.

Cultivators who are not using a Closed Growing Environment expose themselves to significant problems. In an Open Growing Environment setup, to control a growing climate inside of a production room, ventilation fans are used to introduce fresh air and exhaust warm or humid air, helping control temperature and humidity while also maintaining minimal levels of CO2. Although this is a common method of climate control for most cultivators, a significant disadvantage is the outside conditions' strongly influence the inside conditions. Consequently, it becomes difficult to cool a room on a hot day or control humidity on a rainy or humid day, requiring expending additional resources to preserve necessary plant conditions.

In an open system controlling the right balance of temperature and humidity becomes difficult. For instance, in a cool, humid climate, the room can be "overcooled" when trying to lower the humidity. The opposite is true in a hot, humid climate where a room could be over humidified when trying to cool it. Seasonal changes make it difficult to correctly balance temperature and humidity levels.

Before leaving the production room, the air will run through a series of active carbon filters. The air is conditioned with humidifiers, dehumidifies and air conditioning.

The treatment of air in a CGE setup also helps avoid odor related security and nuisance problems. Cannabis produces heavy odors due to evaporation of volatile terpenoids. As such, in order to have minimal impact to the outside and inside environment and produce more robust plants, GREENFIELD ORGANIX intends to use this system of air circulation and scrubbing air.