

LOZANO SMITH  
4 Lower Ragsdale Drive, Suite 200 Monterey, CA 93940-5758  
Tel 831-646-1501 Fax 831-646-1801

1 Sloan R. Simmons, SBN 233752  
Devon B. Lincoln, SBN 230122  
2 Michael R. Linden, SBN 192485  
**LOZANO SMITH**  
3 4 Lower Ragsdale Drive, Suite 200  
4 Monterey, CA 93940-5758  
Telephone: (831) 646-1501  
5 Facsimile: (831) 646-1801

6 Attorneys for Petitioners and Plaintiffs  
7 SANTA RITA UNION SCHOOL DISTRICT and  
SALINAS UNION HIGH SCHOOL DISTRICT

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF MONTEREY**

11 SANTA RITA UNION SCHOOL DISTRICT and  
12 SALINAS UNION HIGH SCHOOL DISTRICT,

13 Petitioners and Plaintiffs,

14 v.

15  
16 CITY OF SALINAS; and DOES 1 THROUGH  
17 10, inclusive,

18 Respondent and Defendant,

19 REXFORD TITLE, INC., RAY HARROD, JR.  
20 dba HARROD CONSTRUCTION COMPANY,  
21 PATRICIA JANE BONDESEN, GLOBAL  
INVESTMENT AND DEVELOPMENT, LLC,  
22 ALVIN C. MORTENSEN, and KAREN R.  
MORTENSEN,

23 Real Parties in Interest.  
24  
25  
26  
27  
28

Case No.:

**PETITION FOR ADMINISTRATIVE  
AND/OR TRADITIONAL WRIT OF  
MANDATE AND COMPLAINT FOR  
DECLARATORY AND INJUNCTIVE  
RELIEF**

**(Exempt from filing fee pursuant to Gov.  
Code, § 6103)**

LOZANO SMITH  
4 Lower Ragsdale Drive, Suite 200 Monterey, CA 93940-5758  
Tel 831-646-1501 Fax 831-646-1801

1 Petitioners and Plaintiffs Santa Rita Union School District (“Petitioner SRUSD”) and Salinas  
2 Union High School District (“Petitioner SUHSD”) (collectively hereinafter “Districts” or “Petitioners”)  
3 hereby petition this Court for a Peremptory Writ of Mandate under Code of Civil Procedure sections  
4 1085 and 1094.5, and Public Resources Code sections 21167, 21168, and 21168.5, directed to the  
5 Respondent and Defendant City of Salinas (“City” or “Respondent”) and the real parties in interest.  
6 Petitioners further seek declaratory and injunctive relief as described herein.

7 **PARTIES**

8 1. Petitioners are school districts organized under the laws of the State of California, whose  
9 district boundaries partially exist within the area of the West Area Specific Plan (hereinafter “Specific  
10 Plan” or “Project”). Petitioners are interested in the approvals for the Specific Plan described herein,  
11 including the Final Environmental Impact Report (hereinafter “FEIR”), because such approvals will  
12 substantially affect, both environmentally and otherwise, district operations. Residential development  
13 within the Specific Plan will result in an influx of students at existing schools that are already at  
14 capacity. The Petitioners presently lack sufficient funding for the construction of new schools or other  
15 school facilities within the Specific Plan.

16 2. Respondent is the City of Salinas, a municipal corporation organized under the laws of  
17 the State of California as a charter city.

18 3. Real Parties in Interest are Rexford Title, Inc., Ray Harrod, Jr. dba Harrod Construction  
19 Company, Patricia Jane Bondesen, Global Investment and Development, LLC, Alvin C. Mortensen, and  
20 Karen R. Mortensen (hereinafter “Real Parties”). Real Parties are the landowner applicants for the  
21 Specific Plan approvals.

22 4. Petitioners are ignorant of the identity and capacities of each of the Respondents and Real  
23 Parties in Interest sued herein by fictitious names Doe 1 through 10 inclusive, and will amend this  
24 Petition to allege their names and capacities when ascertained.

25 ///

26 ///



1 “determine[d] and control[ed]” by the District. (Specific Plan §§ 2.1 and 9.4.) The Specific Plan also  
2 identifies one high school within the boundaries of Petitioner SUHSD; however, this school (Rancho  
3 San Juan High School) has been built and soon will be at full capacity.

4 11. The California Environmental Quality Act (“CEQA”), Public Resources Code section  
5 21000 et seq., requires a lead agency to prepare an EIR for any proposed project that may have a  
6 significant effect on the environment. (Pub. Res. Code, § 21082.2, subd. (d).) On October 14, 2015,  
7 Respondent, in its role as the lead agency for the Project, distributed a Notice of Preparation of the  
8 Specific Plan’s Draft EIR for a 30-day public review period. On October 29, 2015, a Scoping Meeting  
9 for the Draft EIR was held. Nine comment letters were received, including a letter from Petitioner  
10 SRUSD on January 29, 2016. In this letter, Petitioner SRUSD emphasized that the payment of school  
11 impact fees (also known as “developer fees”) does not satisfy all obligations under CEQA to consider  
12 and mitigate school-related impacts, and the law does not excuse a lead agency from conducting  
13 environmental review of impacts other than direct impacts on school facilities, including but not limited  
14 to increased traffic, air quality, and noise.

15 12. On February 27, 2019, Respondent filed a Notice of Completion of the Draft EIR with  
16 the State Clearinghouse, commencing the 45-day state public agency review period. On the same day,  
17 Respondent filed a Notice of Availability of the Draft EIR with the Monterey County Clerk,  
18 commencing the 45-day local public review period.

19 13. The Specific Plan’s impacts associated with the construction of new school sites are  
20 analyzed in Section 3.9 (Public Services) of the Draft EIR. Page 3.9-21 of the Draft EIR represents that  
21 “(p)hysical impacts from construction of these school sites within the Specific Plan Area would be  
22 related to relevant environmental topics included in this EIR, such as: air quality (Section 3.1),  
23 biological resources (Section 3.2), cultural resources (Section 3.3), greenhouse gas emissions and  
24 climate change (Section 3.4), hazards and hazardous materials (Section 3.5), hydrology and water  
25 quality (Section 3.6), noise (Section 3.7) population (Section 3.8), public services (Section 3.9),  
26 transportation (Section 3.10), and utilities (Section 3.11).” However, the Draft EIR did not take into  
27 account, and thus did not inform the public about, the probability that due to a the lack of sufficient  
28 funding to build new schools, there will be significant environmental impacts, including impacts related

1 traffic, utilities and public services, around the District’s existing facilities due to the inevitable need to  
2 modify these facilities to accommodate the influx of new students.

3 14. It is undisputed that Petitioners’ facilities are at or beyond full capacity. The Draft EIR  
4 represents that during the 2017–2018 school fiscal year, Petitioner SRUSD had a cumulative shortage of  
5 54 seats at the elementary school level and shortage of four seats at the middle school level, thereby  
6 exceeding the capacity of its school facilities. (See Draft EIR, Tables 3.9-4 and 3.9-5.) Also, Petitioner  
7 SUHSD pointed out that the high school site identified in the Specific Plan (Rancho San Juan High  
8 School) had been planned for 15 years, was designed to relieve pressure on the district’s other high  
9 schools, and would be at full capacity by the fall of 2019. Thus, the Draft EIR recognizes that Districts’  
10 existing schools are already beyond full capacity.

11 15. It is also undisputed that the Specific Plan, when implemented, will generate significant  
12 increases in student enrollment. The Draft EIR provides that a minimum of 1,327 and a maximum of  
13 1,623 elementary and middle school students will be generated by the development of the Specific Plan.  
14 (See Draft EIR, Table 3.9-9.) However, based on Petitioner SRUSD’s 2017/2018 School Facilities  
15 Need Analysis/Development School Fee Justification Study, it is expected that the number of  
16 elementary and middle school students generated by the Specific Plan to exceed 2,000 students  
17 (approximately 1,425 elementary school and 608 middle school students).

18 16. Consistent with the Specific Plan, the Draft EIR represents that “public schools . . . will  
19 be constructed based on projections of the need for these facilities,” with the Districts to “determine the  
20 appropriate phasing of [its] facilities” as driven by increased demand and enrollment. (Draft EIR, § 2.0.)  
21 For the construction of these schools, Respondent relies on statutory developer fees as full and complete  
22 mitigation of the Project’s impacts. (See Draft EIR, Mitigation Measure 3.9-2; Specific Plan, §§ 8.4,  
23 8.5, 8.6, and 9.2.1.) However, the record demonstrates that Respondent has continually been informed  
24 by Petitioners that the money generated from developer fees will not come close to being enough to  
25 construct the new schools assumed in the Specific Plan.

26 17. On April 15, 2019, the 45-day comment period for the West Area Specific Plan and the  
27 DEIR documents closed. During this period, Respondent received 10 separate comment letters from  
28 various individuals and agencies, including letters from Petitioners and the Alisal Union School District

1 (“AUSD”). In its subject letter, Petitioner SRUSD pointed out that the Draft EIR was insufficient  
2 because it did not consider that funding may not be available for new school facilities, and thus it did not  
3 evaluate environmental impacts related to impacts existing facilities. This issue was summarized as  
4 follows:

5 Here, the crux of the matter is that the Draft EIR fails to address the environmental  
6 impacts that will result from the above. Installation of portables and ongoing  
7 construction on existing sites will affect noise levels, air quality, loss of greenspace or  
8 play areas, and other reasonably foreseeable impacts connected with adding or modifying  
9 school facilities at existing school sites. Changing of attendance boundaries, bussing, or  
10 parents electing to send their children to other school sites or other school districts will  
11 increase traffic (both vehicular and pedestrian), and will similarly affect noise, and air  
12 quality/pollution. The increased traffic in or around existing school sites also raises  
13 significant concerns regarding the safety of school visitors, whether it be District staff or  
14 students and their families. These impacts are a direct result of the Specific Plan and the  
15 Draft EIR is required to analyze and address them appropriately. The current Draft EIR  
16 fails in this regard.<sup>1</sup>

17 18. Thereafter, Respondent prepared a Final EIR (“FEIR”) for the Specific Plan. As part of  
18 this preparation, study sessions were held on April 30, 2019 (by the City Council) and November 6,  
19 2019 (by the Planning Commission). In addition, a community meeting was held on June 10, 2019.  
20 Issues raised at these meetings included school facility funding, project density, traffic, and noise.

21 19. In the FEIR, Respondent provided responses to comments, including comments made by  
22 Petitioner and others regarding the likelihood that funding will not be available to fund new school  
23 facilities, and thus what the Specific Plan’s impacts on the environment will be when the District’s  
24 existing sites receive the influx of new students. However, Respondent did not directly address this  
25 issue, and instead made a series of arguments as to why such impacts did not need to be analyzed under  
26 CEQA.

27 20. Respondent first claimed that the need for expanded facilities amounted to “economic or  
28 social effects” from a project that need not be analyzed. (FEIR, 2.0-161-162). Next, Respondent argued  
that it could not do more to mitigate impacts because “(a)ccording to Government Code [s]ection 65996,  
the development fees authorized by Senate Bill 50 (1998) are deemed to be ‘full and complete school  
facilities mitigation’ for impacts caused by new development.” (FEIR, 2.0-167.) Respondent then  
stated that “(u)ltimately, the Education Code tasks the School District with the responsibility for design

<sup>1</sup> The comment letters submitted by Petitioner SUHSD and AUSD raised the same issues with respect to school funding and a lack of analysis of environmental impacts on existing facilities.

1 and construction of their own schools,” and then claimed to support the District “with the provision of  
2 infrastructure and land to facilitate school facility development, as well as the collection of school  
3 impact fees to fund new school development.” (FEIR, 2.0-168.) Still, Respondent did not analyze the  
4 environmental impacts that would come from the probable scenario of new schools not being  
5 constructed. Instead, Respondent claimed that this could not be done at this time:

6 The potential scenarios described by the commenter are too speculative to give rise to  
7 meaningful environmental assessment, particularly since, if they occur, they will occur  
8 over an extended period of time (perhaps 20 to 30 years), consistent with buildout of the  
9 Specific Plan Area. Just as the number of students living in the Specific Area will  
10 gradually ramp up over time, so too will the District have the ability to make decisions as  
11 to where such students should attend schools, if no on-site school facilities are yet in  
12 place. The specific decisions the District will have to make cannot be predicted with any  
13 level of certainty at present, and, in any event, are beyond the City’s control. In  
14 particular, the City has no way at present to try to predict boundary changes the District  
15 might impose in future years. Although such decisions could affect traffic and other  
16 environmental resources, any details of such impacts cannot be predicted at present. The  
17 same is true of options such as student transfers, the construction of other, currently  
18 unplanned schools at other sites, or changes in current patterns of school bussing. To the  
19 extent that the District contemplates the installation of additional portable classrooms at  
20 existing school facilities, the City notes that CEQA provides a categorical exemption  
21 (Class 14) for “minor additions to existing schools within existing school grounds where  
22 the addition does not increase original student capacity by more than 25% or ten  
23 classrooms, whichever is less.”

(FEIR, 2.0-169.)

24 21. On December 4, 2019, the FEIR came for consideration before the Planning  
25 Commission. The approvals related to the EIR included: (1) the Specific Plan (SPEC 2013-002),  
26 (2) the Specific Plan EIR (ER 2018-003), (3) a rezoning ordinance (RZ 2019-001), and (4) a  
27 development agreement (DA 2019-001). Counsel for Petitioners provided public comment at this  
28 hearing, emphasizing the points made in previous comment letters. After the close of public comment,  
the Planning Commission recommended approval of the Project, including the Specific Plan EIR, to the  
City Council, to be considered at its regular meeting on December 17, 2019.

21 22. On December 10, 2019, counsel for Petitioners sent a letter (via email transmission) to  
22 the City Clerk, regarding Petitioner’s contentions related to the Ralph M. Brown Act (“Brown Act”),  
23 Government Code section 54950 et seq., and asking for Respondent’s Planning Commission to “cure or  
24 correct” violations of the Brown Act that occurred with respect to the December 4, 2019 meeting. In  
25 this letter, counsel for Petitioners represented that on the day of this meeting she had sent a letter to City

1 Senior Planner Jill Miller about questions she had regarding how the Planning Commission agenda  
2 packet materials were going to be distributed to the Planning Commissioners and made available to the  
3 public for the meeting. Petitioners' counsel represented that she later found that the Agenda's  
4 attachments could have been accessed through the City's website, but that the website was misleading as  
5 to the availability of the attachments.

6 23. In the "cure or correct" letter, Petitioners' counsel represented that on the City's website,  
7 there was a link to "Agendas" on the home page to a management platform. For the Planning  
8 Commission meeting on December 4, 2019, there was an active link to the Agenda, but under "Agenda  
9 Packet," it stated "Not available." While there were active links on the Agenda itself, there was nothing  
10 on the Agenda, or the management platform, instructing a person on how to access the attachments.  
11 Petitioners' counsel explained that this violated the Brown Act because an agenda is required to give fair  
12 notice of the business that is being conducted, and it cannot be confusing or misleading. (See Gov.  
13 Code, § 54954.2.) As such, counsel for Petitioners asked that Respondent "cure or correct" this  
14 violation within 30 days of the date of the letter, pursuant to Government Code section 54960.1,  
15 subdivision (c)(2). It was later found out that the email address utilized on December 10, 2019 was  
16 incorrect, so the letter was sent to the correct email address on December 12, 2019. A true and correct  
17 copy of this letter is attached hereto as Exhibit "A." However, to date, Respondent has done nothing to  
18 cure or correct this violation, and has not responded to counsel for Petitioners.

19 24. On December 16, 2019, counsel for Petitioners submitted a letter to Respondent, pointing  
20 out that the FEIR does not adequately address environmental impacts resulting from the "phasing" of the  
21 Project, in that the EIR does not include an estimated schedule for development (or any other  
22 information regarding the sequencing or scheduling of development), nor does the EIR impose any  
23 restrictions or limitations on the timing of development within the Specific Plan Area. Petitioners  
24 pointed out that the FEIR makes the assumption that all development within the Specific Plan Area will  
25 occur neatly and incrementally over a 20-year period. Since there is no factual support for this  
26 assumption, the FEIR fails to evaluate the real possibility that a significant amount of development of  
27 the Specific Plan Area could happen concurrently due to market conditions in the area, including a  
28 shortage of housing.

1           25.     On December 17, 2019, counsel for Petitioners submitted another letter to Respondent,  
2 making further comments regarding the inadequacies of the Specific Plan EIR with respect to school  
3 facilities. In this letter, Petitioners’ counsel provided a detailed description of the available sources of  
4 funding for school facilities, including state funding, developer fees, and local funding (the “three-  
5 legged stool” for school finding pursuant to the Leroy F. Green School Facilities Act (“SB 50”).)  
6 Petitioners’ counsel concluded that due to the realities of school facilities funding, Petitioner SRUSD  
7 will likely not be able to construct the three new educational facilities assumed by the EIR, and this  
8 would result in numerous additional environmental impacts on existing facilities. Petitioners’ counsel  
9 stated that it is not financially equipped to absorb these impacts caused by the Project, and that the mere  
10 payment of developer fees will not allow Petitioner SRUSD to offset the impacts. None of these  
11 environmental impacts are adequately addressed in the FEIR.

12           26.     The City Council’s hearing for the Project’s approvals, including the FEIR, took place on  
13 December 17, 2019. On this date, the City Council approved the Project in its entirety, including  
14 certifying the FEIR and adopting the Project Findings, Statement of Overriding Considerations for  
15 significant environmental impacts, and the Mitigation Monitoring and Reporting Program. On Page 48  
16 of the Statement of Overriding Considerations, it is represented that the Project’s implementation “may  
17 result in the need for the construction of new schools, which has the potential to cause substantial  
18 adverse physical environmental impacts,” which would include “significant and unavoidable impacts  
19 related to air quality (Impacts 3.1-2, and 3.1-7), biological resources (Impacts 3.2-9 and 3.2-12),  
20 greenhouse gases (Impacts 3.4-1, 3.4-2, and 3.4-4), noise (Impacts 3.7-1 and 3.7-8), and transportation  
21 and circulation (Impacts 3.10-3 and 3.10-4).” However, no similar representation is made with respect  
22 to environmental impacts related to an influx of students on existing facilities, which is the more  
23 probable scenario.

24           27.     On December 18, 2019, Respondent posted a Notice of Determination for the FEIR with  
25 the State Clearinghouse.

26           28.     The letters and testimony submitted by Petitioners, as well as AUSD, show unequivocally  
27 that the assumptions in the FEIR are erroneous with respect to the environmental impacts that will come  
28 from school-related construction activities. Since the record demonstrates that it is probable that there

1 will be a lack of funding for new school facilities, the FEIR is insufficient because it does not analyze  
2 environmental impacts resulting directly from such lack of funding, including, but not limited to the  
3 influx of students on existing facilities, and the inevitable need to modify these facilities. Further, the  
4 FEIR does not adequately address environmental impacts resulting from the “phasing” of the Project.  
5 The FEIR’s lack of analysis of any proposed schedule for development or any other information  
6 regarding the sequencing or scheduling of development, along with the FEIR’s failure to impose any  
7 restrictions or limitations on the timing of development within the Specific Plan Area, is a serious  
8 insufficiency.

9 29. Based on the foregoing, and as described further herein, Petitioners ask this Court to issue  
10 a writ of mandate voiding all Project approvals and commanding Respondent to comply with CEQA  
11 with respect to the preparation of any EIR for the Project. Petitioners also ask the Court to provide  
12 declaratory relief and issue an injunction or stay concerning any construction related activities inside of  
13 the Specific Plan area. Petitioners further request that the Court issue a declaration stating that the  
14 Project approvals are null and void based on the aforementioned Brown Act violations, and issue a writ  
15 of mandate requiring Respondent to comply with the Brown Act with respect to any future Project  
16 approvals.

17 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

18 30. All issues raised in this Petition were raised by Petitioners prior to approval of the  
19 Project. Petitioners participated actively throughout the administrative process that led to Respondent’s  
20 decision to certify the FEIR for the Project and make the related land use approvals, including the  
21 submission of comment letters describing the deficiencies in the Draft EIR and the FEIR, and  
22 participating at public hearings. As such, Petitioners have exhausted their administrative remedies  
23 pursuant to Public Resources Code section 21177.

24 31. This Petition is timely filed in accordance with Public Resources Code section 21167 and  
25 CEQA Guidelines, California Code of Regulations, title 14, section 15112. Petitioners will comply with  
26 Public Resources Code section 21167.7 by serving a copy of this Petition on the Attorney General  
27 within 10 days of the filing hereof. Petitioners have complied with Public Resources Code section  
28 21167.5 by serving a Notice of Intent to Sue on Respondent on January 15, 2020, a true and correct copy

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1 of which is attached hereto as Exhibit “B.” Petitioners will elect to prepare the record of proceedings in  
2 the above-captioned matter, or to pursue an alternative method of record preparation, pursuant to Public  
3 Resources Code section 21167.6, subdivision (b)(2).

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **(Peremptory Writ of Mandate for Violation of CEQA—Code of Civil Procedure sections**  
7 **1085 and 1094.5; Public Resources Code sections 21167, 21168, and 21168.5)**

8 32. Petitioners hereby incorporate by reference each and every allegation set forth in  
9 paragraphs 1 through 31 inclusive, as though fully set forth herein.

10 33. Under CEQA, the purposes of an EIR are: (a) to provide public agencies and the public  
11 in general with detailed information about the effect which a proposed project is likely to have on the  
12 environment; (b) to list ways in which the significant effects of such a project might be minimized; and  
13 (c) to indicate alternatives to such a project. (Pub. Res. Code, § 21061.). An EIR must identify all  
14 significant effects on the environment caused by a proposed project that cannot be avoided, and must  
15 evaluate feasible measures for minimizing or avoiding such impacts on the environment. (CEQA  
16 Guidelines, Cal. Code Regs., tit. 14, § 15126.4.)

17 34. As outlined below, because of the FEIR’s numerous flaws, Respondent violated CEQA  
18 and the Government Code when it certified the FEIR. Petitioners are therefore asking this Court to issue  
19 a Peremptory Writ of Mandate directing Respondent to set aside its certification of the FEIR and other  
20 Project approvals. This cause of action is brought pursuant to Code of Civil Procedure sections 1085  
21 and 1094.5, and Public Resources Code sections 21167, 21168, and 21168.5.

22 35. Here, it is undisputed the Project contemplates the construction of 4,340 new homes,  
23 which will generate approximately 2,000 new elementary and middle school students, as well as many  
24 high school students. This would exceed the expected capacity of two new elementary schools and one  
25 new middle school, and there is no new high school. However, the FEIR makes the unsupported  
26 assumption that all environmental impacts associated with schools will come from the construction of  
27 new schools on new sites. The FEIR fails to properly address the probability that funding will not be  
28 available to fund new school facilities. As outlined below, the record demonstrates that it is probable

1 that environmental impacts will result from construction activities at existing sites rather than the  
2 construction of new sites. Therefore, the FEIR did not evaluate what the Specific Plan’s impact on the  
3 environment will be when existing sites inevitably have to house the new students, including  
4 construction and traffic related impacts.

5 **It is Undisputed that There is a Lack of Funding for New Schools**

6 36. First, it is undisputed in the record that the sole funding mechanism called for in the  
7 Specific Plan and FEIR, developer fees, will not come close to meeting what would be required to fund  
8 new school facilities for approximately 2,000 new elementary and middle school students, as well as  
9 high school students. In California, school facilities funding is governed largely by SB 50, which created  
10 a theoretical “three-legged stool” of financing, with funding from three primary sources. However,  
11 there is nothing in the record demonstrating that there will be enough funding from enough sources to  
12 construct new schools.

13 37. Under SB 50, one-third of school facilities financing represents State bond fund grants,  
14 administered through the State Facilities Program (“SFP”), where school districts are required to  
15 advance the funds necessary to obtain Division of State Architect (“DSA”) and California Department of  
16 Education (“CDE”) approvals. After expenditure of these funds, districts will apply for bond funding to  
17 the State Allocation Board (“SAB”), through the Office of Public School Construction (“OPSC”).  
18 Unless it can claim “hardship status” (demonstrated inability to raise funds), a district must be able to  
19 “match” the amount of State funding from local sources, with general eligibility being 50 percent of  
20 acquisition/construction costs from the State. After a funding application is received by the OPSC, the  
21 project is added to the State’s “workload list,” where it is routinely reviewed based on the timing of the  
22 applications received. If an application is approved, it is moved to the “Unfunded List,” which includes  
23 approved applications for which no bond money has yet been apportioned. If state bond funding is  
24 depleted, then school districts who submit applications will not be guaranteed to receive any funding,  
25 and will instead be placed on an “Applications Received Beyond Bond Authority” list. Thus, there is no  
26 guarantee that any school district will ever receive State bond fund grant funding for a given project.

27 38. Another third of the school facilities financing are developer fees authorized by  
28 Education Code section 17620, which may be imposed in connection with the planning, use, or

1 development of real property. “Level 1” developer fees are levied against residential and commercial or  
2 industrial developments on a price per square foot basis. If a district is able to establish a sufficient  
3 “nexus” between the expected impacts of residential and commercial development and the district’s  
4 needs for facilities funding, then the district may charge up to \$3.79 per square foot (sf) of residential  
5 development, and up to \$0.61 per sf of commercial development. For school districts that meet certain  
6 criteria, a “Level 2” fee may be imposed that can be higher than the Level 1 fee. Finally, if no state  
7 bond funding is available, then school districts that are eligible for Level 2 fees could theoretically be  
8 eligible for “Level 3” developer fees. However, developer fees most often do not cover impacts caused  
9 by development because: (1) the statutory fee amounts fail to acknowledge the differences in costs of  
10 school construction from one district to another; (2) the fee amounts fail to contemplate the special  
11 facilities needs of those districts experiencing unprecedented growth; and (3) the adjustment formula for  
12 developer fees is based on a “construction cost index” and does not include indexing related to the  
13 increases in land costs, resulting in the actual costs of facilities (i.e., land and improvements) increasing  
14 at a greater rate than the adjustment.

15 39. The final third of school facilities financing consists of local funds, including local  
16 general obligation bond funds, property taxes, and parcel taxes. Since the passage of SB 50, the  
17 inadequacies of State and developer fee funding have resulted in more pressure being placed on school  
18 districts to fund facilities from local sources, primarily through local bonds. However, districts are often  
19 unable to generate sufficient local funds due to bonding capacity limitations and a lack of existing  
20 community voter approvals to subsidize schools for new development. In particular, elementary school  
21 districts have a maximum bond debt limit of 1.25% of the total assessed value of property within district  
22 boundaries. With regard to bonds issued under Proposition 39, elementary school districts are further  
23 limited in that they can only impose a tax of \$30 upon every \$100,000 of assessed valuation.

24 40. It is undisputed in the record that Petitioners cannot meet the demands for new school  
25 construction caused by the anticipated influx of students. As discussed in Petitioner SRUSD’s  
26 Comment Letter, a conservative estimate of the costs to acquire property and construct the three new  
27 schools contemplated by the Specific Plan is approximately \$127.5 million, or \$37.4 million for each  
28 new elementary school, and \$52.75 million for a new middle school. Petitioner SRUSD would have to

1 attempt to fund this \$127.5 million from the three sources above: (1) State bond funds; (2) developer  
2 fees; and (3) local funding (primarily through local general obligation bonds).

3 41. As for State funding, it is not likely that such funding will available to meet Project  
4 demands. The last major school facilities bond measure was Proposition 51 in 2016, which authorized  
5 the expenditure of \$3 billion for the construction, and \$3 billion for the modernization, of new school  
6 facilities. The \$3 billion for construction has since been exhausted, and thus any funding application  
7 that was submitted would now likely be relegated to the SAB’s “Applications Received Beyond Bond  
8 Authority” list. Even if Proposition 13 is approved by the voters in 2020, it is unclear if and when either  
9 District would be able to receive any state funding for acquisition/construction of three school sites. It is  
10 also likely that the passage of Proposition 13 would cause Petitioner SRUSD to lose its “hardship”  
11 status, further reducing the amount of state funds that could be made available to this District.

12 42. With respect to developer fees, the record demonstrates that the amount of developer fees  
13 generated from the Specific Plan would be well below the amount needed to offset impacts of the  
14 Project’s development. As discussed in Petitioner SRUSD’s Comment Letter, developer fees are  
15 expected to be approximately \$36 million, which in the absence of any other funding would result in a  
16 \$90 million shortfall. Further, Petitioner SRUSD would not be able to rely upon these funds for long-  
17 term facilities planning because: (1) the fees would be collected incrementally across the 20 to 30 year  
18 build-out period of the Specific Plan, and (2) the District would need to use its developer fee funds to  
19 offset the immediate impacts of overcrowding, further hindering the District’s abilities to engage in  
20 effective long term facilities planning. Proposition 13 would also likely decrease the amount of  
21 developer fees available to the District.

22 43. If Petitioners cannot fund the new schools from its general fund, state facilities bond  
23 funds, local bond funds, or developer fees, the only other option would be a special tax on the new  
24 housing development. However, such taxes require two-thirds voter approval, and thus the viability of  
25 this option is low.

26 44. As discussed above, Petitioners brought all of the school funding issues, including its  
27 current financial condition, to Respondent’s attention prior to the certification of the FEIR. Respondent  
28 provided no disagreement to Petitioners’ assessment of this situation. However, the FEIR fails to

LOZANO SMITH  
4 Lower Ragsdale Drive, Suite 200 Monterey, CA 93940-5758  
Tel 831-646-1501 Fax 831-646-1801

1 acknowledge the inadequacies of these funding sources to address all impacts caused by the Project  
2 (including traffic, air quality, noise, and safety).

3 **It is Undisputed that Impacts Related to Existing Facilities Are Not Analyzed**

4 45. It is also undisputed in the record that since there will not be funding for new schools,  
5 new students generated by Specific Plan development will attend the Districts' existing schools. As  
6 Petitioner required by law to provide educational services within its boundaries, and the Districts'  
7 schools are already at or exceeding capacity, it is further undisputed that the influx of new students into  
8 the Districts' existing schools will result in environmental impacts that are not addressed by the FEIR.

9 46. First, there are foreseeable environmental impacts connected with adding or modifying  
10 school facilities at existing school sites. The installation of portable buildings and other forms of  
11 ongoing construction, will affect noise levels, air quality, loss of greenspace or play areas, and other  
12 impacts. Also, the changing of attendance boundaries, bussing, or students attending other school sites  
13 (or other school districts) will increase traffic (both vehicular and pedestrian), and will similarly affect  
14 noise, safety, and air quality/pollution. However, the FEIR does not evaluate these impacts, and  
15 Respondent does not even suggest that it does. Instead, Respondent merely concedes that "such  
16 decisions could affect traffic and other environmental resources . . . ." (FEIR, 2.0-169.)

17 47. In responding to comments on a Draft EIR, a lead agency must provide good faith,  
18 reasoned analysis. (CEQA Guidelines, Cal. Code Regs., tit. 14, § 15088, subd. (c).) Here, Respondent  
19 failed to provide adequate responses to Petitioner's contentions regarding a lack of adequate funding for  
20 new schools and unanalyzed environmental impacts on existing facilities.

21 48. In responding to Petitioners' comments, Respondent essentially took two positions. The  
22 first position is that requiring the Real Parties in Interest to comply with the Government Code (SB 50)  
23 with respect to developer fees is all that is required for the mitigation of school-related impacts. In the  
24 FEIR, Respondent argues that "(i)n Chawanakee Unified School Dist. v. County of Madera (June 21,  
25 2011) 196 Cal.App.4th 1016, the court determined that Government Code section 65996(a) obviated the  
26 need to analyze and mitigate a development's direct impacts on existing school facilities in an EIR  
27 because Education Code sets forth 'exclusive methods' for consideration and mitigation of such  
28 impacts." (FEIR, 2.0-163.) However, this response avoids the issue presented by Petitioners.





1 or lessening, environmental impacts. However, there is no factual information in the FEIR supporting  
2 this assumption, and in fact the current environment would strongly suggest otherwise.

3 55. First, the FEIR does not include an estimated schedule for development, or any other  
4 information regarding the sequencing or scheduling of development. Also, the FEIR does not impose  
5 any restrictions or limitations on the timing of development within the Specific Plan. Due to market  
6 conditions, including a shortage of housing, it is likely that a significant amount of development will  
7 occur sooner rather than later. Indeed, the Project Objectives in the Statement of Overriding  
8 Considerations (pages 3-5) specifically reference California’s housing crisis (as announced by the  
9 Legislature) and the immediate need for new housing. Thus, the record demonstrates that that is  
10 probable that a significant amount of development of the Specific Plan Area will happen concurrently,  
11 and the FEIR fails to evaluate the environmental impacts that would result from such concurrent  
12 development.

13 56. Further, the FEIR’s unsupported assumptions affect Petitioners directly because the  
14 influx of new students on Petitioners’ existing facilities will likely be more burdensome than the FEIR  
15 would suggest. In its response to Petitioners’ comments, Respondent stated that “the number of students  
16 living in the Specific Area will gradually ramp up over time,” and “the District have the ability to make  
17 decisions as to where such students should attend schools, if no on-site school facilities are yet in place.”  
18 (FEIR, 2.0-169.) Since it is highly unlikely that new schools will be constructed due to a lack of  
19 funding, an unphased Specific Plan coupled with market forces and legislative preferences not only  
20 leaves Petitioners in a precarious position, but also leaves the public uninformed about the nature and  
21 extent of the environmental impacts resulting from the Specific Plan.

22 57. With respect to high school students, the Specific Plan and Draft EIR suggest that there is  
23 a high school site for the students that will be generated. When Petitioner SUHSD commented that this  
24 school had already been built and soon would be at full capacity, the FEIR had to concede these facts.  
25 With an unphased Specific Plan, a significant amount of high school students would be generated in a  
26 relatively short period of time, resulting in impacts that are not contemplated by the FEIR, let alone  
27 analyzed. Therefore, the FEIR is insufficient and writ relief is warranted.

28 ///

LOZANO SMITH  
4 Lower Ragsdale Drive, Suite 200 Monterey, CA 93940-5758  
Tel 831-646-1501 Fax 831-646-1801

1 58. Based on the foregoing, the FEIR is not in compliance with CEQA because it does not  
2 evaluate environmental impacts related to probable scenarios related to local schools. Accordingly, a  
3 writ of mandate should be issued setting aside Respondent’s certification of the FEIR and all other  
4 Project approvals.

5 **SECOND CAUSE OF ACTION**

6 **(Peremptory Writ of Mandate for Violation of General Plan—Code of Civil Procedure sections**  
7 **1085 and/or 1094.5; Government Code section 65300 et seq.)**

8 59. Petitioners hereby incorporate by reference each and every allegation set forth in  
9 paragraphs 1 to 59 inclusive, as though fully set forth herein.

10 60. Government Code section 65300 et seq., concerning land use requires a city council to  
11 adopt a General Plan for the physical development of the city. The General Plan is often called the  
12 “constitution” for future development, to which all other land use decisions must conform.

13 61. General Plan Goal LU-9 states that the City will “(w)ork with local school districts and  
14 other educational organizations to ensure that a level of public education is provided that meets  
15 community educational needs.” The City’s General Plan policies with respect to the impacts of  
16 proposed projects on school facilities and enrollment are Policy LU-9.1 (work in partnership with local  
17 school districts and assist them in identifying land needed for new school sites so that sufficient facilities  
18 are provided for students) and Policy LU-9.2 (consider impacts of proposed projects on school  
19 enrollment and facilities when acting on annexation applications to ensure that public services and  
20 facilities service standards identified in Table LU-4 are met). Table LU-4 of the General Plan states that  
21 the service standard for “EDUCATION” is that school sites shall be “identified and donated  
22 concurrently with new development in compliance with SB 50 requirements and any applicable law.”  
23 Also, Housing Element Policy H-1.2 states as follows: “New residential developments shall be  
24 adequately served by services and facilities, including park and recreation areas, libraries, sanitary and  
25 storm sewers, transportation, public safety and other services. Ensure impact fees are adequate to  
26 provide these services and facilities to residential development.”

27 62. In approving the Project and certifying the FEIR, no specific findings were made by the  
28 City Council to satisfy the General Plan goal and policies set forth above. The Project Findings that

1 were adopted only state in a conclusory manner that “(t)he proposed Rezone will not conflict with other  
2 plans and policies of the Salinas City Council.” This is not correct, as the Project violates the General  
3 Plan’s requirement that impacts on school enrollment and facilities be considered. Here, the Project  
4 only considers the unlikely scenario of multiple new schools being built, without consideration of the  
5 more probable scenario of existing schools being modified and expanded to handle the influx of new  
6 students. Thus, the Project as presented violates the General Plan.

7 63. Because the Respondent has acted in a manner that is contrary to law, the Court should  
8 issue a writ of mandate voiding the Project approvals, including the certification of the FEIR.

9 **THIRD CAUSE OF ACTION**

10 **(Peremptory Writ of Mandate for Violation of Brown Act—Code of Civil Procedure section 1085;**  
11 **Government Code sections 54954.2 and 54960.1)**

12 64. Petitioners hereby incorporate by reference each and every allegation set forth in  
13 paragraphs 1 through 64, inclusive, as though fully set forth herein.

14 65. The purpose of the Brown Act is to encourage public participation in government  
15 decision making. “In enacting this chapter, the Legislature finds and declares that the public  
16 commissions, boards and councils and the other public agencies in this State exist to aid in the conduct  
17 of the people’s business. It is the intent of the law that their actions be taken openly and that their  
18 deliberations be conducted openly.” (Gov. Code, § 54950.)

19 66. Respondent’s Planning Commission violated the Brown Act in recommending the Project  
20 approvals because the Agenda did not give fair notice of the business that was being conducted, in that it  
21 was confusing and misleading. The agenda materials were provided online, but due to the misleading  
22 nature of the agenda management platform, a person would have been dissuaded from accessing the  
23 attachments because the platform plainly represented that they were “Not available.” This violated the  
24 Brown Act because without any instructions or explanations, the public was not even provided a clue on  
25 how to access the agenda materials. This did not meet Brown Act standards for clarity and  
26 transparency. (See Gov. Code, § 54954.2; *San Joaquin Raptor Rescue Center v. County of Merced*  
27 (2013) 216 Cal.App.4th 1167, 1177-79.) Further, Respondent failed to cure or correct this violation, or  
28 even provide any explanation to Petitioner.



1 General Plan law, or the Brown Act. A stay would be in the public interest because unless a stay is  
2 issued, irreparable environmental harm may occur.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Petitioners pray for judgment as follows:

5 1. For a Peremptory Writ of Mandate directing Respondent to vacate its December 17, 2019  
6 City Council actions with respect to the FEIR and other Project approvals based on violations of CEQA;

7 2. For a Peremptory Writ of Mandate directing Respondent to vacate its December 17, 2019  
8 City Council actions with respect to the FEIR and other Project approvals based on their inconsistency  
9 with the General Plan;

10 3. For a Peremptory Writ of Mandate directing Respondent to vacate all Project approvals,  
11 including the certification of the FEIR, based on violations of the Brown Act;

12 4. For a declaration that Respondent violated the CEQA, General Plan law, and the Brown  
13 Act with respect to Project approvals, including the certification of the FEIR;

14 5. For a stay, restraining order, preliminary injunction, and permanent injunction,  
15 restraining Respondent and Real Party in Interests from undertaking any activity to implement the  
16 Project;

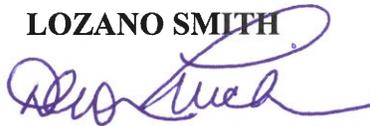
17 6. For costs of the suit, and reasonable attorneys' fees as authorized by law; and

18 7. For such other and future relief as the Court deems just and proper.

19 Dated: January 16, 2020

Respectfully submitted,

20 **LOZANO SMITH**

21 

22 SLOAN R. SIMMONS  
23 DEVON B. LINCOLN  
24 MICHAEL R. LINDEN  
25 Attorneys for Petitioners



*Santa Rita Union School District and Salinas Union High School District v. City of Salinas*  
Superior Court of the State of California | County of Monterey, Case No.

**LETTER FROM LOZANO SMITH DATED DECEMBER 10, 2019**

**EXHIBIT 1**



Devon B. Lincoln  
Attorney at Law

E-mail: [dlincoln@lozanosmith.com](mailto:dlincoln@lozanosmith.com)

December 12, 2019

**By U.S. Mail & E-Mail: [patricib@ci.salinas.ca.us](mailto:patricib@ci.salinas.ca.us)**

City of Salinas  
Attn: Patricia Barajas, City Clerk  
200 Lincoln Ave.  
Salinas, CA 93901

Re: Letter from Lozano Smith dated December 10, 2019

Dear Ms. Bajaras:

A letter to you from our office dated December 10, 2019, which was emailed to you at 3:59 p.m. on December 10, bounced back due to a typing error in the email address.

Enclosed is the letter that we intended for you to receive by email, but was “undeliverable” due to wrong email address.

My apologies for any inconvenience this may have caused you.

Sincerely,

LOZANO SMITH

A handwritten signature in blue ink, appearing to read 'Devon B. Lincoln', written over the printed name.

Devon B. Lincoln

DBL/en

Enclosure

*Limited Liability Partnership*

*4 Lower Ragsdale Drive, Suite 200 Monterey, California 93940-5758 Tel 831-646-1501 Fax 831-646-1801*



Devon B. Lincoln  
Attorney at Law

E-mail: [dlincoln@lozanosmith.com](mailto:dlincoln@lozanosmith.com)

December 10, 2019

**By E-mail: [patricia.barajas@ci.salinas.ca.us](mailto:patricia.barajas@ci.salinas.ca.us)**

City of Salinas  
Attn: Patricia Barajas, City Clerk  
200 Lincoln Avenue  
Salinas, California 93901

**Re: Request to Cure or Correct Brown Act Violation Related to Planning Commission Meeting**

Dear Ms. Barajas:

Our office represents the Santa Rita Union School District ("District"). This letter is in regard to the City Planning Commission's consideration of the West Area Specific Plan ("Specific Plan"), including the Environmental Impact Report ("EIR") for the Specific Plan, on December 4, 2019. We are writing you this letter on behalf of our client to make a demand that the Planning Commission cure or correct a violation of the Ralph M. Brown Act ("Brown Act") related to this meeting.

Under the Brown Act, any interested person "may commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that an action taken by a legislative body of a local agency in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 is null and void under this section." (Gov. Code, § 54960.1, subd. (a).) Prior to commencing such an action, the interested person is required to make a demand of the legislative body to cure or correct the action alleged to have been taken in violation of the aforementioned sections. (Gov. Code, § 54960.1, subd. (b).)

As I stated in my letter to Ms. Jill Miller dated December 4, 2019, it was not clear to me how the Planning Commission agenda packet materials were going to be distributed to the Planning Commissioners and made available to the public for the meeting. Recipients who placed themselves on the email distribution list (myself included) received this note: "Please note that due to the large page count of the attachments, only a hardcopy of the Agenda will be distributed to Planning Commissioners during the meeting." To comply with the Brown Act, agenda attachments need to be made available to the public if they are going to be viewed and considered by members of a body at a meeting. (See Gov. Code, § 54957.5.) What I later found out is that the Agenda's attachments could have been accessed through the City's website. However, the website was entirely misleading as to the availability of the attachments, which violated both the letter and spirit of the Brown Act.

*Limited Liability Partnership*

*4 Lower Ragsdale Drive, Suite 200 Monterey, California 93940-5758 Tel 831-646-1501 Fax 831-646-1801*

City of Salinas  
Attn: Patricia Barajas, City Clerk  
December 10, 2019  
Page 2

On the City's website, there is a direct link to "Agendas" on the home page. Clicking on this link, a person is taken to "salinas.legistar.com/calendar."<sup>1</sup> For the Planning Commission meeting on December 4, 2019, there is an active (blue) link to the Agenda. However, under "Agenda Packet," it clearly states "Not available." If a person goes ahead and clicks on the agenda, "ID#19-513" is written next to "West Area Specific Plan Project," and it is in blue, suggesting a link. (See Gov. Code, § 54954.2, subd. (a)(2)(C)(iv).) However, there is nothing on the Agenda, or the management platform, that instructs a person on how to access the attachments.

The circumstances described above violated the Brown Act because an agenda is required to give fair notice of the business that is being conducted, and it cannot be confusing or misleading. (See Gov. Code, § 54954.2; *San Joaquin Raptor Rescue Center v. County of Merced* (2013) 216 Cal.App.4th 1167, 1177-1179.) Thus, members of the public cannot simply be provided clues from which they have to speculate. This is precisely what happened here. Due to their size, the Agenda attachments were provided online instead of being printed out for the meeting. However, due to the misleading nature of the agenda management platform, a person would have been dissuaded from accessing the attachments because the platform plainly represented that they were "Not available." This by itself violated the Brown Act. While the City may argue that the link on the Agenda itself cured this defect, neither the platform nor the Agenda itself gave any instruction on how a member of the public was actually supposed to access the attachments. Without such instructions, the public was not even provided a clue, which does not come close to meeting Brown Act standards for clarity and transparency.

Government Code section 54960.1(c)(2) requires the Planning Commission to cure or correct the aforementioned Brown Act violation within 30 days of the date of this letter, and inform our client in writing of its actions to cure or correct. If the City's decision is not to cure or correct this defect, our client is to be informed in writing. You may direct any such communications to our office. If you have any questions regarding the above, or if you feel that there are facts or circumstances that our office has not considered in this matter, please let me know. Otherwise, we will await the City's response.

Sincerely,

LOZANO SMITH



Devon B. Lincoln

DBL/en

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<sup>1</sup> The Brown Act defines an "Integrated agenda management platform" as "an Internet Web site of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public." (Gov. Code, § 54954.2, subd. (a)(2)(D)(i).)

City of Salinas

Attn: Patricia Barajas, City Clerk

December 10, 2019

Page 3

cc: Timothy Ryan, Acting Superintendent/Chief Business Officer  
Santa Rita Union School District  
(By Email: [tryan@santaritaschools.org](mailto:tryan@santaritaschools.org))

Jill Miller, Senior Planner  
City of Salinas  
(By Email: [jill.miller@ci.salinas.ca.us](mailto:jill.miller@ci.salinas.ca.us))

*Santa Rita Union School District and Salinas Union High School District v. City of Salinas*  
Superior Court of the State of California | County of Monterey, Case No.

**LETTER FROM LOZANO SMITH DATED JANUARY 15, 2020**  
**NOTICE OF INTENT TO SUE**

**EXHIBIT 2**



Devon B. Lincoln  
Attorney at Law

E-mail: [dlincoln@lozanosmith.com](mailto:dlincoln@lozanosmith.com)

January 15, 2020

**By U.S. Mail**

City of Salinas  
Attn: Patricia Barajas, City Clerk  
200 Lincoln Ave.  
Salinas, CA 93901

Re: Notice of Intent to Sue Under California Environmental Quality Act

Dear Ms. Bajasas:

Our office serves as counsel for the Santa Rita Union School District and the Salinas Union High School District (Together, The "Districts"). We are sending this letter to you in your capacity as the City Clerk for the City of Salinas ("City") on behalf of the Districts. This letter is intended to provide notice to the City pursuant to Public Resources Code section 21167.5, part of the California Environmental Quality Act ("CEQA"), of the Districts' intention to file a Petition for Writ of Mandate/Complaint against the City under the Code of Civil Procedure and CEQA for certifying the Final Environmental Impact Report ("EIR") for the West Area Specific Plan ("Specific Plan"). The Specific Plan EIR was adopted and certified by the City Council on December 17, 2019. On December 18, 2019, a Notice of Determination for the Specific Plan EIR was posted with the State Clearinghouse (SCF No. 2006021072).

The relief that the Districts intend to seek with the Petition for Writ of Mandate/Complaint includes, but is not limited to, the following:

1. A Peremptory Writ of Mandate which commands the City to:
  - a. Set aside the certification of the Specific Plan EIR, including the Findings and Statement of Overriding Considerations; and
  - b. Set aside any approvals related to the Specific Plan.
2. A temporary restraining order, preliminary injunction, permanent injunction, or any other order enjoining the City and the real parties in interest from taking any action to develop any part of the Specific Plan.

*Limited Liability Partnership*

*4 Lower Ragsdale Drive, Suite 200 Monterey, California 93940-5758 Tel 831-646-1501 Fax 831-646-1801*

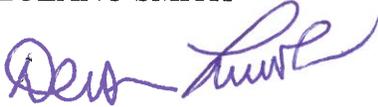
Page 2

3. The Districts' costs, including attorneys' fees, pursuant to the Code of Civil Procedure and Public Resources Code.
4. For any other relief that the Court may find proper under the circumstances.

If you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,

LOZANO SMITH

A handwritten signature in purple ink, appearing to read "Devon B. Lincoln", written over the typed name.

Devon B. Lincoln

DBL/ba

CC: Christopher A. Callihan, City Attorney  
City of Salinas  
(By U.S. Mail)

1 **PROOF OF SERVICE**

2 I, **Busra Andriliunas**, am employed in the County of Monterey, State of California. I am over  
3 the age of eighteen years and not a party to the within entitled cause; my business address is 4 Lower  
4 Ragsdale Drive, Suite 200, Monterey, CA 93940.

5 On January 15, 2020, I served the attached: **Notice of Intent to Sue** on the interested parties in  
6 said cause, by causing delivery to be made by the mode of service indicated below:

7 CITY OF SALINAS  
8 PATRICIA BAJARAS, CITY CLERK  
9 200 LINCOLN AVENUE  
10 SALINAS, CA 93901

11 [ X ] (**Regular U.S. Mail**) on all parties in said action in accordance with Code of Civil Procedure  
12 Section 1013, by placing a true and correct copy thereof enclosed in a sealed envelope in a  
13 designated area for outgoing mail, addressed as set forth above, at Lozano Smith, which mail  
14 placed in that designated area is given the correct amount of postage and is deposited at the  
15 Post Office that same day, in the ordinary course of business, in a United States mailbox in the  
16 County of Monterey.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
18 true and correct. Executed on January 15, 2020, at Monterey, California.

19   
20 \_\_\_\_\_  
21 Busra Andriliunas  
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