

## **9.3 RESPONSES TO COMMENTS**

## **GENERAL RESPONSES**

**GENERAL RESPONSE 1 - CITY OF MARINA**

## GENERAL RESPONSE 1 CITY OF MARINA

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Several comments submitted on the Draft EIR question CSU/SDSU's interpretation of the California Supreme Court's decision in *City of Marina v. Board of Trustees of California State University* (2006) 39 Cal.4th 341 ("*City of Marina*"). As explained below, CSU/SDSU has properly interpreted the *City of Marina* decision, and that interpretation has been upheld by the San Diego Superior Court. Additionally, as explained below, CSU/SDSU has complied with *City of Marina* in negotiating with the City of San Diego relative to the Plaza Linda Verde Project's fair-share mitigation obligation for off-site impacts caused by the Project. Lastly, the *City of Marina* decision does not stand for the proposition that CSU must discuss alternate (i.e., non-legislatively appropriated) methods and sources to fund mitigation measures.

### I. CALIFORNIA SUPREME COURT DECISION

The California Supreme Court's decision in *City of Marina* addresses the extent to which CSU is obligated under CEQA to contribute to the cost of off-campus local infrastructure impacted by campus master plans. (*City of Marina*, 39 Cal.4th at p. 341.) The case was brought by the City of Marina and Fort Ord Reuse Authority (FORA), the entity responsible for managing the transition of Fort Ord (a former army base) to civilian use. (*Id.* at p. 346.)

Marina and FORA challenged an EIR prepared and certified by CSU to address the environmental implications of campus plans to increase student enrollment. The litigation focused, in part, on campus-related traffic impacts to certain off-campus roads and intersections. (*Id.* at pp. 349-350.) The EIR identified various mitigation measures; however, full mitigation required FORA to improve Fort Ord's infrastructure. (*Id.* at p. 349.) As part of its planning, FORA assumed CSU would contribute its share of the cost of the infrastructure improvements. (*Id.* at p. 351.) FORA had not imposed any tax, fee, or charge on the campus and did not propose to do so; instead, FORA hoped to reach an agreement with CSU on its fair-share of the cost of the infrastructure improvements. (*Ibid.*) CSU, however, refused to contribute to FORA for roadway and infrastructure improvements claiming that such improvements were the responsibility of FORA and not CSU, and that the mitigation was legally infeasible because CSU could not contribute funds toward such improvements as they amounted to an assessment prohibited by the state Constitution, and constituted an unlawful gift of public funds. (*Id.* at pp. 351-354.)

The Superior Court granted the petition, thereby resulting in decertification of the EIR, but the Court of Appeal reversed. Ultimately, the Supreme Court granted review, concluding that CSU abused its discretion under CEQA, and reversed the Court of

Appeal's decision. (*Id.* at pp. 345, 369.) The Supreme Court stated that "CEQA requires the Trustees to avoid or mitigate, if feasible, the significant environmental effects of their project [citation] and . . . payments to FORA may represent a feasible form of mitigation." (*Id.*) To illustrate the point, the Supreme Court stated:

"[I]f campus expansion requires that roads or sewers be improved, the Trustees may do the work themselves on campus, but they have no authority to build roads or sewers off campus on land that belongs to others. Yet the Trustees are not thereby excused from the duty to mitigate or avoid ... off-campus effects ... because CEQA requires a public agency to mitigate or avoid its projects' significant effects not just on the agency's own property but 'on the environment' ... Thus, if the Trustees cannot adequately mitigate or avoid ... off-campus environmental effects by performing acts on campus ... then to pay a third party such as FORA to perform the necessary acts off campus may well represent a feasible alternative. A payment made under these circumstances can properly be described neither as compulsory nor, for that reason, as an assessment." (*Id.* pp. 359-360.)

However, the Supreme Court made clear that CSU, as the lead agency, had the "power and duty to assess the adequacy of mitigation measures, subject only to judicial review for abuse of discretion" and that "nothing" obligated CSU to pay more than is necessary to mitigate a project's effects; rather, "CEQA requires that mitigation measures 'be roughly proportional' to the impacts of the project." (*Id.* at pp. 361-362.) Further, the Supreme Court clarified it was not holding that the duty of a public agency to mitigate project effects, combined with the duty to ask the Legislature for the money to do so (citing Pub. Resources Code, §21106), will always give that agency "shared" responsibility for the mitigation. (*Id.* at p. 367.) Instead, the Supreme Court stated:

"[A] state agency's power to mitigate its project's effects through voluntary mitigation payments is ultimately subject to legislative control; if the Legislature does not appropriate the money, the power does not exist." (*Ibid.*)

In this regard, the Supreme Court was critical of CSU for "disclaim[ing] responsibility for making such payments *before* they have *complied* with their statutory obligation to ask the Legislature for the necessary funds." (*Ibid.*)

In sum, *City of Marina* provides CSU with the following guidance:

1. CSU, by its EIR, is to identify the project's significant environmental effects and feasible mitigation measures (*id.* at p. 348);

2. CSU is to determine its fair-share mitigation amount based on the identified significant impacts, but is not required to pay more than is necessary to mitigate the project's significant effects (*id.* at pp. 361-62);
3. CSU is to negotiate with affected agencies in an attempt to reach agreement on the amount of funding necessary to mitigate the identified significant effects (*id.*);
4. If an agreement cannot be reached regarding CSU's fair-share payment amount, CSU's determination of fair-share prevails as long as CSU does not abuse its discretion in determining the amount (*ibid.*);
5. The power of CSU to mitigate the project's effects through voluntary mitigation payments is subject ultimately to legislative control; if the Legislature does not appropriate the money, the power does not exist (*id.* at p. 367); and
6. If the Legislature does not fund CSU's fair-share, CSU has the authority to adopt a Statement of Overriding Considerations and proceed with the 2007 Project (*ibid.*).

The Proposed Project was prepared with the *City of Marina* legal framework in place. After identifying and assessing all traffic impacts, the EIR identified numerous mitigation measures that require CSU to contribute to the City of San Diego its "fair-share" of the funds needed to improve existing infrastructure and create new infrastructure. As to the student housing component of the Proposed Project, CSU/SDSU has calculated its fair-share percentage and funding amount, has negotiated with the City regarding the amount, and will request the funds from the Legislature if the Proposed Project is approved by the CSU Board of Trustees. As to the retail component of the Project, SDSU has voluntarily committed to pay its fair-share percentage of the mitigation costs attributable to the retail component as a voluntary action in response to community requests for, and in support of, community-serving retail uses. The funding commitment relative to the retail component is over and above the mitigation payment framework set forth in *City of Marina*. The EIR properly concluded that impacts related to traffic and circulation, nonetheless, would be significant and unavoidable because of the potential for the Legislature to deny funding requests, or to grant less funding than requested, or because local agencies may not fund the off-site mitigation improvements.

To the extent that the City of San Diego suggests that the referenced "*City of San Diego v. CSU* case currently up on appeal" rejected CSU's interpretation of the *City of Marina* decision and its CEQA mitigation obligations, the comment is incorrect. In the San Diego County Superior Court's Statement of Decision, filed on February 11, 2010 and included as **Appendix F3.12** in this Final EIR, the Court noted that "CSU ... requested the necessary funds from the Legislature and in doing so, complied with the mandate of *City of Marina*." (*Del Cerro Action Council v. Board of Trustees of California State University*

(Case No. GIC 855643 [lead case]), Statement of Decision, 12:13-15.) CSU recognizes that the Superior Court's decision is subject to a pending appeal; however, the record is undisputed as to CSU requesting mitigation funding from the Legislature to mitigate its fair share of the 2007 Campus Master Plan's cumulative traffic impacts. Therefore, CSU submits that it has complied with *City of Marina*.

## II. MARINA NEGOTIATIONS

### A. CITY OF SAN DIEGO

As described below, representatives of SDSU have met with representatives of the City of San Diego on several different occasions to discuss the Proposed Project and CSU/SDSU's mitigation obligations relative to the Project:

*Meeting No. 1:* On November 8, 2010, representatives of SDSU met with representatives of the City of San Diego and its Redevelopment Agency to commence negotiations relating to the Plaza Linda Verde Project. (See **Attachment 1**, Meeting Notes, November 8, 2010.) The Draft EIR found that the Proposed Project would result in potentially significant impacts, including potentially significant cumulative impacts to various roadways in the Project vicinity and, as a result, the Project was responsible for its fair-share cost of the necessary improvements. Among others, City personnel at the meeting included William Anderson (Director, City Planning and Community Investment) and Jean Cameron (Senior Planner, Development Services Department); SDSU representatives included Sally Roush (Vice President, Business and Financial Affairs) and Robert Schulz (Assoc. Vice Pres., Operations, Business and Financial Affairs); and Redevelopment Agency representatives included Maureen Ostrye (Community Development Coordinator).

At the meeting, SDSU provided an overview of the Proposed Project. In response, the City raised numerous questions, most of which were subsequently included in the City's written comments submitted to SDSU on the Draft EIR. Written responses to all of the City's comments submitted on the Draft EIR are provided in Final EIR, **Section 9.3**.

At the meeting, SDSU distributed numerous materials, including a table depicting the traffic mitigation costs and the Proposed Project's fair-share amount. The table sets forth each of the roadway improvement mitigation measures recommended in the Draft EIR, the total cost to construct each improvement (as determined by civil engineers RBF Consulting), and the Proposed Project's fair-share amount. The fair-share amount was calculated by the EIR traffic engineer utilizing a formula commonly used by the City, and determined to be \$675,776.

In response, the City expressed concern that the improvements would not actually be accomplished because the university will only pay its fair-share -- the City explained

that there is a "gap" in financing, and it would rather have all improvements and the money up front. More specifically, the City explained that there is a gap in the financing of the non-SDSU fair share contributions.

Under *City of Marina*, however, CSU is not required by CEQA to pay to mitigate the impacts of "thru" traffic unrelated to the SDSU campus. Moreover, in light of the City's position, namely that the City is not able or willing to ensure funding of the non-SDSU fair share of the mitigation road improvements identified in the Draft EIR, and because CSU is not required to pay more than is necessary for its fair share of the Project's cumulative traffic impacts, CSU acknowledges that fair-share mitigation is not feasible due to economic/funding constraints. Therefore, the Project's cumulative traffic impacts remain significant and unavoidable -- even with CSU's fair-share mitigation commitments.

*Meeting No. 2:* On December 3, 2010, representatives of SDSU met again with representatives of the City of San Diego and its Redevelopment Agency to discuss the Proposed Project and its mitigation obligations relative to *City of Marina*. Among others, City representatives included Jean Cameron and Mary Wright (Deputy Director, City Planning and Community Investment); SDSU representatives included Sally Roush and Robert Schulz; and Redevelopment Agency representatives included Maureen Ostrye. (See **Attachment 2**, Meeting Notes, December 3, 2010.)

At the meeting, SDSU explained that as to those Project impacts requiring payment to the City, the Draft EIR determined that the Project would result in significant impacts relative to water and sewer infrastructure, and traffic. As to water and sewer, CSU/SDSU would pay appropriate connection fees and capital facilities fees, consistent with statutory requirements. As to fire, as the Draft EIR determined that the Proposed Project would not result in significant impacts, no mitigation payments relative to fire service were required.

As to traffic, SDSU distributed a revised version of the traffic mitigation table previously distributed at the November 8, 2010 meeting. The revisions made to the table were to separate the mitigation costs attributable to the retail component of the Project from the costs attributable to the student housing component. Because the Proposed Project is a mixed-use project with approximately 90,000 gross square feet (GSF) that would be leased for commercial/retail uses, it is appropriate in this instance, and consistent with existing law, for the commercial retailers, and not the taxpayers, to contribute to the cost of mitigation improvements to support their portion of the Project; CSU/SDSU intends to collect those contributions from the commercial retailers through the payment of future rents. Under these unique circumstances, CSU/SDSU proposed to advance to the City of San Diego, on behalf of those commercial retailers, the sum of \$538,802 for their fair-share of the mitigation cost attributable to the retail component of the Proposed



Project. SDSU/CSU would seek the balance of its fair-share funding (\$123,058) through legislative appropriation, consistent with *City of Marina*.<sup>1</sup>

In response, the City stated that there is an expectation that SDSU as a developer would pay for the mitigation up front, and if the mitigation provides more capacity than it needs, the City would pay SDSU back at some point in the future through a facilities financing mechanism. The City added that staff could not agree to SDSU's payment of a fair-share, which is something that would need to go before the City Council. Redevelopment Agency representatives also objected to the proposal, based on the existing Redevelopment Plan for the area. The City summarized the remaining concerns as traffic, fire and redevelopment. (The comments raised by the City and Redevelopment Agency at the meeting are included as written comments on the Draft EIR. Please see Final EIR, **Section 9.3**, for CSU/SDSU's written responses to each of the comments.)<sup>2</sup>

*Meeting No. 3:* On December 18, 2010, SDSU representative Sally Roush met with Kris Michel, the Mayor's Chief of Staff at the time, to continue the negotiations. Following the two previous meetings between SDSU representatives and City/Redevelopment Agency staff, this meeting was for the purpose of exploring a mitigation approach for both the Plaza Linda Verde Project and the SDSU 2007 Campus Master Plan, which was previously approved by CSU in 2007 and currently subject to litigation on appeal. (See **Attachment 3**, Meeting Notes, December 18, 2010.) At the meeting, the parties agreed there was a possibility such discussions could be productive, and Ms. Michel would brief her replacement (Julie Dubick) and facilitate a subsequent meeting.

*Meeting No. 4:* On January 6, 2011, representatives of SDSU met again with City representatives to continue the negotiations. City representatives included Julie Dubick

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<sup>1</sup> The balance of the total fair-share amount would be allocated to Caltrans. See below.

<sup>2</sup> SDSU forwarded a draft copy of the November 8, 2010 meeting notes it prepared to the City for its review. (See **Attachment 4**.) In response, the City requested that SDSU designate the notes as prepared by SDSU, which SDSU did. (*Id.*)

SDSU subsequently provided the City with a draft copy of the December 3, 2010 meeting notes for its review. In response, the City objected to both the December 3 and November 8 meeting notes, claiming the meetings were "not considered to be official negotiations rather than an opportunity to receive SDSU's proposal so that we can review it and ask questions." (*Id.*) The Redevelopment Agency sent a similar communication. (*Id.*) In response, SDSU noted that the draft notes were sent in good faith, for review and comment; that the goal of the meetings is to engage in good faith discussions over the Project's significant environmental impacts, the required mitigation, and an agreed upon allocation for the fair-share mitigation. (*Id.*) Neither the City nor Redevelopment Agency responded to the SDSU communication.

(Mayoral Chief of Staff) and Amy Benjamin (Policy Advisor, Mayor's Office); SDSU representatives included Sally Roush. (See **Attachment 3**, Meeting Notes, January 6, 2011.) At the meeting, the parties reviewed the facts of the current litigation, and the financial and operational challenges facing each party relative to reaching an agreement. Nonetheless, the parties agreed to continue to work towards an agreement.

*Meeting No. 5:* On February 2, 2011, representatives of SDSU met again with City representatives to continue the negotiations. City representatives included Julie Dubick and David Graham (Mayor's Office); SDSU representatives included Sally Roush and Betsy Kinsley (Chief of Staff, Office of President). (See **Attachment 3**, Meeting Notes, February 2, 2011.) At the meeting, the parties discussed various concerns raised by the Redevelopment Agency, including that the Proposed Project would increase the Agency's affordable housing requirements, and the Proposed Project's effect on tax increment funding. (CSU/SDSU has determined the student housing component of the Proposed Project would not trigger corresponding affordable housing requirements. Please see Final EIR **Section 9.3**, for written responses to the issue.) In light of relevant timelines, the parties discussed the need to complete the negotiations by the end of March, and that the City would need to determine its negotiating team and be prepared for more substantive conversations at the next meeting.

*Meeting No. 6:* On February 10, 2011, representatives of SDSU met again with City representatives to continue the negotiations. The City was represented by David Graham, and SDSU by Sally Roush and Betsy Kinsley. (See **Attachment 3**, Meeting Notes, February 10, 2011.) SDSU provided Mr. Graham with additional background information, including information regarding traffic mitigation, and student housing in response to concerns previously raised by the Redevelopment Agency regarding affordable housing requirements. Mr. Graham stated that he would review the information further and discuss it internally within the City, and get back to SDSU. No follow-up meeting was scheduled.

Subsequent to the February 10 meeting, the City informed SDSU representatives that City staff was working on a proposal for discussion with SDSU. (See **Attachment 3**, Meeting Notes, Week of February 21, 2011.) However, as of this writing, the City has not provided SDSU with the referenced proposal.

In light of the parties' inability to reach agreement to this date, SDSU presented the City with its best and final offer by letter dated April 19, 2011. (A copy of the April 19, 2011 letter, with traffic mitigation table enclosure, is provided in **Attachment 5**.) The letter noted that, following meetings held over the course of several months, the parties had been unable to resolve the City's concern that traffic improvements would not actually be completed because the University would pay only a percentage of the total cost of the improvements (i.e., fair-share) and there would be a gap in financing the balance of the costs. The letter further noted the City's interest in resolution of the litigation involving

SDSU's 2007 Master Plan prior to engaging in further negotiations with SDSU on any projects and/or EIRs; however, in light of the litigation timeline, SDSU is not able to await the outcome of the next phase of the Master Plan litigation before proceeding to a final Board of Trustees decision on the separate Plaza Linda Verde Project. For these and other reasons, the parties have been unable to reach agreement.

Consequently, SDSU returned to its initial proposal, which is based on the analysis presented in the Draft EIR. The EIR identified significant cumulative impacts at six intersections and three road segments, and determined that the University's fair share amount for traffic mitigation is \$686,446.<sup>3</sup> Of the \$686,446 total, \$672,529 is for impacts to roads within the City's jurisdiction. Additionally, of the total amount, \$557,128 is for mitigation attributable to the retail component of the Project, and \$129,318 is for mitigation attributable to the student housing component.

As to the retail component of the Project, SDSU would advance to the City, on behalf of the future commercial retailers, the sum of \$547,772 (\$557,128 - \$9,356 [Caltrans]) for their fair share of the mitigation cost, provided the City's share of the mitigation improvement cost has been allocated and is available for expenditure, thereby triggering SDSU's fair-share contribution payment. As to the Project's student housing component, SDSU would request \$124,757 (\$129,318 - \$4,561 [Caltrans]) in capital funding from the Governor and the Legislature for its fair share cost towards off-site traffic mitigation measures within the City's jurisdiction and forward the funds to the City upon appropriation, provided the City's share of the improvement cost is available for expenditure.

The April 19 letter noted that based on the timeline provided to the City at the November 8, 2010 meeting (see Meeting No. 1 above), the Plaza Linda Verde Project was to go before the CSU Board of Trustees in March 2011; however, to allow further time to negotiate, the Project is scheduled to be considered by the Board at its meeting May 10-11, 2011. The letter requested a response from the City by April 26, 2011. As of this writing (April 27, 2011), SDSU has not received a response from the City.

## **B. CALTRANS**

The Draft EIR determined that the Proposed Project would result in significant impacts to the intersection of College Avenue and the Interstate 8 (I-8) eastbound (EB) ramps under the long-term (2030) scenario. (Draft EIR, p. 3.12-49.) The recommended improvement is to re-stripe College Avenue to provide an additional (third) northbound through lane from 500 feet south of the Canyon Crest Drive intersection to the I-8 EB ramps. (Draft EIR, Mitigation Measure TCP-1.) Although College Avenue generally is located within the jurisdiction of the City of San Diego, the portion of College Avenue

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<sup>3</sup> SDSU determined the amount originally calculated, \$675,776, included a computation error; \$686,446 represents the correct amount.

located north of Canyon Crest Drive and crossing over I-8 lies within the jurisdiction of Caltrans. Therefore, a portion of the recommended improvement lies within the City's jurisdiction (that portion located south of Canyon Crest Drive) and a portion lies within Caltrans jurisdiction (that portion located north of Canyon Crest Drive). (See **Attachment 6**, Letter to Jacob Armstrong, January 4, 2010.)

RBF Consulting determined that the estimated cost to construct that portion of the proposed improvement located within the Caltrans right-of-way would be \$337,800. (**Attachment 6**.) The Proposed Project's fair-share percentage towards the improvement is 4.12 percent; based on 4.12 percent, the Project's total fair-share towards the improvement is \$13,917. (**Attachment 6**.) This information was conveyed to Caltrans by letter dated January 4, 2010. In response, Caltrans raised a methodology question previously raised in its comment letter submitted on the Draft EIR. (**Attachment 6**.) A written response to the comment is provided in Final EIR, **Section 9.3**, Comment S-2-5. Caltrans also stated that in its view the "best and most comprehensive approach" to address traffic impacts at the I-8/College Avenue interchange is to develop a Project Study Report ("PSR") for the entire interchange. However, as the Draft EIR determined that the impacts of the Proposed Project at the interchange would be fully mitigated with implementation of mitigation measure TCP-1, the preparation of a PSR as mitigation for the Proposed Project is not required.

### III. ALTERNATE FUNDING SOURCES

Some comments request that that CSU/SDSU identify and analyze alternate funding options/sources available to pay for the off-site mitigation improvements identified in the Draft EIR, including donor and alumni funds, bonds, student fees and project construction funding. However, these requests are inconsistent with the *City of Marina* decision, as outlined above, which observed that CSU's ability to provide funding to mitigate off-campus impacts ultimately is subject to legislative appropriation. (*City of Marina*, 39 Cal.4th at p. 367 ["[A] state agency's power to mitigate its project's effects through voluntary mitigation payments is ultimately subject to legislative control; if the Legislature does not appropriate the money, the power does not exist."].)

Importantly, in direct response to the *City of Marina* decision, CSU modified its capital outlay budget program on a systemwide basis, so that a specific budget category for the mitigation of off-campus impacts is now included with its legislative funding requests, consistent with the mandate in *City of Marina*. Funding for the mitigation of off-campus impacts is requested on a roll-over basis from the State Legislature; that is, if the requested funding is not granted in one budget year, the request is carried forward to the next budget year, along with any additional monies needed to mitigate impacts associated with new projects. The practice reflects a good faith effort by CSU to secure the necessary legislative funding and not deplete the limited funds it receives to educate students. Unfortunately, however, the requested funding for off-campus mitigation has

not been granted to date. This does not change the holding in the *City of Marina* case, nor the important public policy rationale that underlies that opinion.

CSU's *City of Marina* implementation policies and practices are considered correct and consistent with the *City of Marina* decision. The concurring opinion identified "other" funding sources that it contended were within the jurisdiction and authority of CSU. (See *id.* at p. 372.) Such sources, however, were implicitly rejected by the majority in favor of a rule requiring CSU to make a legislative request for off-site mitigation funding as part of its budgetary process. The *City of Marina* majority opinion cites Public Resources Code section 21106, which requires that state agencies request in their budgets the funding necessary to protect the environment in relation to problems caused by their activities, as additional rationale for its decision not to require CSU to investigate "other" funding sources as a back-up to the legislative appropriation process. (Of note, the San Diego County Superior Court previously considered this argument and determined that the *City of Marina* decision does not stand for the proposition that CSU must locate or discuss other methods to fund mitigation measures. (See **Appendix F3.12** -- *Del Cerro Action Council v. Board of Trustees of California State University* (Case No. GIC 855643 [lead case]), Statement of Decision, 12:23-25.))

In any case, any other funding sources, including those identified by some comments, are not economically or socially feasible for environmental mitigation purposes. CSU's budget is extremely constrained, and its mission is to educate students. The identified sources are specified for other purposes within the CSU's overall educational mission; if allowed to be diverted to fund local infrastructure instead, this use would reduce or deplete the purpose to which those funds were otherwise committed.

**GENERAL RESPONSE 1: ATTACHMENT 1**

11.08.10

City of San Diego  
San Diego State University

Meeting regarding SDSU Plaza Linda Verde project:

These meeting notes were prepared by SDSU and provided to the City. The notes were presented to the City with the request that they provide comments and corrections, if any. In response, the City requested only that SDSU clearly identify the notes as SDSU's.

Sally Roush, SDSU

Bob Schulz, SDSU

Cecilia Gallardo, City of SD, DSD

Maxx Stalheim, CP CI

Jean Cameron, DSD/EAS

Bill Anderson, City of SD, CPCI

Kendall D. Berkey, Kane, Battmer, & Berkman, Agency Special Counsel

Maureen Ostrye, Redevelopment Agency

Eliana Barrown (sp?), Redevelopment Agency

Amy Benjamin, Mayor's Office

Kelly Broughn, DSD

Kimberly Hale, Public Policy Strategies on behalf of SDSU

Tyler Sherer, SDSU

Laurie Cooper, SDSU

SDSU indicated we are here to present our project and answer questions. We have a duty to negotiate regarding identified impacts under City of Marina ruling.

Cecilia – was introduced as the City's coordinator of response to DEIR

City expressed concerns with respect to adequacy of the EIR.

Main concerns – Redevelopment, Long Range Development, Facilities Financing

Laurie

Presented a brief summary of the SDSU project; handout was provided. City asked questions about the project and university answered.

Mixed use project on corner of College/Montezuma. 2 phases.

Phase 1 - 47000 gsf retail, 600 student beds

Phase 2 – 1000 beds

Total of 1600 beds to house more students and reduce number living in rental housing around the university.

In DEIR we analyzed the usual impacts; we will take care of impacts on our property. For City impacts, we identify mitigations and cost, then negotiate with City.

Our project is self financed including an underground parking structure.

For parking quantities university used city development standards.

Tyler

The university engaged is lots of community involvement going back to Paseo. SDSU went back to community. We held 8 meetings, open houses, and other meetings. 1700 surveys, 1500 returned. People want area cleaned up, lots of interest in a market and student housing.

Bill Anderson

What kind of retail?

Tyler

Beyond the community market, a sit down restaurant– but overall what the market will bear. Sustainability is important to community as well as student housing. Property owners in area looking forward to upgraded area.

Jean Cameron

How do you know the project will only house students?

Sally

We simply use our enrollment information; if you are not enrolled you cannot live in our housing.

Bill

Is the parking for the retail or students as well?

Laurie

All parking in the project is solely for the retail. The students are already incorporated in the parking demand in the 2007 Master Plan.

Kendall Berkey (??)

How do you know students aren't parking there?

Bob

We will deal with it operationally, mostly we just won't accept student permits.

Laurie

All property in phase 1 is owned by University.

Phase 2 – only willing sellers.

Project adds public open space south of the Trolley; adds 900 construction jobs and 150 continuing jobs primarily retail.

Sally

This meeting is to get questions from city, and to be the first meeting to negotiate impact mitigations.

The City raised the following issues:

Does the Master Plan Boundary change include city streets?

Alternative analysis did not include other projects that are planned.

Analysis did not address what would happen if SDSU phase 2 project does not work out.

Project alternative analysis does not specify what would happen if easements not gained.



Project is not compatible with Redevelopment plan, general plan and community plan amendment. This is especially important regarding City Council decisions such as street vacations.

No list of project actions. City not identified as the responsible agency with respect to easement. Cecilia confirmed that CSU Board is lead agency, city is responsible agency.

A Community Plan amendment is necessary because project exceeds density guidelines.

1. Obtain a plan amendment or
2. Redesign project.

Regarding mixed use – exceeds density allowed by zoning regulations. Either apply for a rezoning or bring project into compliance.

City is looking for compliance with urban design and redevelopment plan guidelines.

Urban design element not referenced. Appropriate city documents not referenced in the EIR.

By taking property off the property tax rolls, university increases City's affordable housing burden without tax to support. City inquired if other CSU universities have entered into payment-in-lieu-of taxes agreements.

1993 Facilities Financing plan is not current; concerned about low cost of fair share, that traffic mitigations won't actually be accomplished because university will only pay its fair share. There is a gap in financing, would rather have all improvements and money up front.

What is feasibility of restriping instead of widening the street.

Fire department impact -- university will have to pay impact fee and other development impact fees. Even if university permits the development itself, university will still have to pay development impact fees.

Transportation – is university requiring transit pass of student residents? Has university done analysis that the additional impact on transit can be supported?

#### Sally

For the issues you raised that will be written comments to our DEIR, our response will come pursuant to the normal CEQA process. Fundamentally none of this project's student are new students; all impacts of new enrollment are considered.

During the meeting, SDSU distributed the following materials to the meeting participants:

- 11-8-10 Meeting Agenda
- Project Summary Sheet
- Project Site Plan indicating proposed uses and phasing
- Project Site Plan Statistics Summary
- Rendering - Proposed Campus Green looking south to Mixed-Use project
- Rendering - Proposed Mixed-Use project looking north to Campus

List - Project Environmental Sustainability Commitments  
Chart - Academic Benefits of Living on Campus  
Graphic - examples of Project Community Involvement Events  
Graphic describing Community Input  
Environmental Analysis Summary Chart  
Graphic - Proposed Traffic Mitigation Measures  
Graphic Comparison between the Traditional and Alternative Traffic Mitigation Measures  
Area Site Plan depicting Project adjacency to the Aztec Center project  
Campus Master Plan Boundary Extension Graphic  
Graphic - Easements to be Vacated  
Project Timeline  
Table - Project Traffic Mitigation Costs and Fair-Share Amount

## **SDSU City PLV Review Meeting**

SDSU Attendees

Sally Roush, Tyler Sherer, Bob Schulz, Kimberly Hale (consultant)

Agenda:

Introductions

Plaza Linda Verde is a Student Apartment/Retail Mixed Use Development proposed to offer a transit oriented sustainable urban living environment for SDSU students, and a pedestrian oriented retail option for the nearby College Area Community

Project Context:

- No additional student enrollment growth from 2007 Master Plan
- Educational Benefits of On-Campus Student Housing
- Environmental Benefits of On-Campus Student Housing
- Pedestrian Shopping Alternatives for campus and community.
- All property acquisition is by willing sellers only, no use of eminent domain.

Project Statistics

**Phase 1:** All on SDSU Owned Property

- 600 Student Beds
- 47,000 GSF Retail
- 335,000 GSF Total Building
- 340 Parking Spaces

**Total Build Out:** Requires additional property acquisition (willing sellers only)

- 1,600 Student Beds
- 90,000 GSF Retail (77,000 net new)
- 725,000 GSF Total Building
- 560 Parking Spaces

### **Community Outreach**

Email Outreach, mailers, and multiple community meetings have been held over the last two years as SDSU has been considering this project. Outreach has found broad support for the project, with especially strong interest in a community market. (e.g. Fresh & Easy, Whole Foods, Trader Joes, etc)

### **Environmental Impacts**

Most impacts are less than significant or mitigated on-site.

Public Utilities and Traffic will require customary fees and off site improvements.

Impacts and fees related to the retail Commercial Activities will be paid as a direct project cost, and are not subject to a legislative request.