

## SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of April, 2025, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as “City”) and Mintier Harnish, a Limited Partnership, whose address of record is 1415 20<sup>th</sup> Street, Sacramento, CA 95815, (hereinafter referred to as “Contractor”).

WHEREAS, City is undertaking a project to develop a Comprehensive General Plan Update; and,

WHEREAS, Contractor represents that it possesses the professional skills to provide planning, environmental, and development services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. SCOPE OF SERVICES. The Contractor shall furnish the following services: Contractor shall provide the planning, environmental, and development services described in Exhibit “A” attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Project Manager or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

2. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “B” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Contractor may change the requirements in said Schedule.

3. TERM OF AGREEMENT. The term of this Agreement shall commence upon the day first above written and end on December 31, 2027.

4.     **COMPENSATION.** Payment by the City to the Contractor for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Contractor agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Contractor's services rendered under this Agreement, City shall pay Contractor the not to exceed sum of \$1,250,436.

5.     **METHOD OF PAYMENT.** Compensation to Contractor shall be paid by the City after submission by Contractor of an invoice delineating the services performed.

6.     **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the City, and Contractor hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7.     **CONTRACTOR'S BOOKS AND RECORDS.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8.     **INDEPENDENT CONTRACTOR.** It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Contractor desire any insurance protection, the Contractor is to acquire same at its expense.

In the event Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Contractor shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor or Contractor's officers, employees, volunteers, and agents during performance of this Agreement; Contractor shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Contractor shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Contractor shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Contractor.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Contractor shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Contractor.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Contractor shall carry professional liability insurance appropriate to Contractor's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Contractor shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Contractor's insurance policies are not current.

## 11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Contractor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Contractor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Contractor shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this



Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
D. Scott McBride  
City Manager



ATTEST:  
D. SCOTT MCBRIDE, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:  
CRAIG J. CORNWELL, CITY ATTORNEY


BY: Craig Cornwell 3/18/2025  
City Attorney Date

ACCOUNT DATA:  
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: \_\_\_\_\_  
Verified by Finance Officer

*{Signatures continued on next page}*

CONTRACTOR

BY:   
(Signature)

James Harnish

(Typed Name)

Principal/Owner  
Its: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Signature)

(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. 26-3650233

ADDRESS:

TELEPHONE: 916-446-0522

FAX: 916-446-7520

E-MAIL: Jim@mintierharnish.com

## ***City of Merced Comprehensive General Plan Update***

# **SCOPE OF WORK**

## **Phase 1: Project Initiation**

### **Task 1.1: Request for Information (RFI)**

Mintier Harnish will provide a Request for Information (RFI) to City staff in advance of the Kick-off meeting. The RFI will include data necessary for Mintier Harnish to prepare the Existing Conditions and Trends Workbook, General Plan Update, Downtown Station Area Plan, and Program EIR. Mintier Harnish will discuss the RFI at the kick-off meeting and identify the additional research, data collection and growth and economic trends analysis tasks necessary.

### **Task 1.2: General Plan Kick-Off Meeting and City Tour**

Mintier Harnish and City staff will hold a kick-off meeting at the outset of the General Plan Update to accomplish the following:

- Review the work scope and schedule
- Establish communication protocols, including monthly status reporting, project status coordination meetings, and conference call/online call protocols
- Determine a typical review schedule needed by City staff for draft work products
- Review and discuss overall organization of the General Plan
- Discuss the need for additional auditing of General Plan revisions
- Discuss coordination with/integration of the Downtown Station Area Plan into the General Plan
- Discuss the community engagement strategy and City staff and consultant roles and responsibilities
- Discuss formation of the Citizen's Advisory Focus Group
- Identify informational sources and available GIS mapping data, including its level of accuracy, status, and most recent updates
- Discuss the status of existing development projects and other planning efforts the City is currently undertaking
- Determine consultation and coordination with appropriate governmental agencies
- Discuss key planning and regulatory issues in the city

Following this meeting, Mintier Harnish will tour the city with City staff to examine key issues and opportunity sites that will be addressed in the General Plan Update.

### **Task 1.3: Community Engagement Program**

**Branding and Project Logo.** Mintier Harnish will work with City staff to develop an overall brand for the General Plan Update and Downtown Station Area Plan. This will be carried through all materials, the project website, and presentations to build enthusiasm about the project and ensure that this effort is distinct in the minds of the public and other stakeholders.

**Project Website.** Mintier Harnish will design, develop, and maintain a project website during the Update/Station

Plan projects. Mintier Harnish will build the website on a user-friendly platform that allows quick and easy updates to the site. It will include all meeting announcements/materials, draft and final documents, and meeting summaries. It will also have language translation features, particularly for Spanish and Hmong speakers. Once the site is live, Mintier Harnish will prepare press releases, email blasts, use City social media accounts, and other outreach methods to drive traffic to the site

**Business Cards.** Mintier Harnish will create business cards with the Project logo and website link and make the cards available to City staff, decision-makers, and others to hand out to interested community members. This is another small way of creating interest in the Update/ Station Plan and getting people to visit the website.

**Social Media.** As part of the Update/Station Plan process, Mintier Harnish will provide content for social media posts that City staff can publish on the City of Merced's social media accounts as well as other social media feeds at key points in the Update/Station Plan process.

**Email Blasts.** Within the first month of the project, Mintier Harnish will develop a template for email blasts that is consistent with the overall project brand. Mintier Harnish will work with City staff to develop a project-specific email contact list and/or use the City's existing e-notifier to send regular email announcements.

**Press Releases.** Prior to every community event and document release, Mintier Harnish will prepare and distribute news releases to inform media outlets serving the community about upcoming meetings and ensure accurate coverage that sets realistic expectations for what the General Plan and Downtown Station Area Plan will and will not do.

**City Hall Displays.** Mintier Harnish will periodically provide materials for City staff to display at City Hall. These displays will provide timely information on the Update/Station Plan process, provide posters on current developments, and provide opportunities for interactive displays designed to gain community input.

**Online Engagement.** As part of the project website, Mintier Harnish will set up an online engagement platform to provide the community with an easy method to provide input on the Update/Station Plan projects. The online engagement tool provides a suite of listening, information, analysis, reporting, and relationship management features that enables us to mix and match precisely the right online tools for effective community engagement. Mintier Harnish will regularly update the engagement site with new questions, surveys, and opinion polls.

**Community Survey.** Mintier Harnish will periodically prepare opinion surveys. The surveys will be an important tool to understanding the community's wants, needs, and vision. Mintier Harnish will work with City staff to ensure surveys are delivered in a variety of ways based on successful implementation of similar outreach methods in other communities. Such outreach methods could include social media, local news resources, City newsletters, flyers in utility bills, and flyers distributed through the school system.

**Stakeholder Interviews.** Mintier Harnish will conduct stakeholder interviews to help Mintier Harnish develop an early understanding of the project issues and opportunities. The stakeholders, who should represent a broad range of individuals and groups familiar with the community, are interviewed for about an hour. Questions are typically provided in advance to frame and direct the interview discussion.

**Community Open Houses.** Mintier Harnish will organize and facilitate three community open houses that are entertaining, engaging, accessible, and meaningful. The first open house will address community assets, issues, and opportunities, the second will address the community vision, and the third will present the Draft General Plan. Mintier Harnish design open house exercises to be engaging, encourage dialogue between community members,

and provide meaningful opportunities for input. At the open houses Mintier Harnish will offer food, translation services, and childcare to make our meetings more accessible to families and non-English speakers. Mintier Harnish will work with the City to find appropriate venues and design our open houses to best meet the needs and interests of the community.

**Pop-Up Events.** Mintier Harnish will work with City staff to develop interactive materials that can be used by City staff and community volunteers at various community events, providing a great way to educate the community about the Update and Downtown Station Area Plan and to gain their input at key stages of the Update/Downtown Station Area Plan projects.

**Translation Services.** Mintier Harnish offer two types of translation services for the project: verbal translation and translation of written materials. Presentations, posters, handouts, and all other open house materials will be available in English, Spanish, and Hmong and translators can be present at all workshops. For verbal translation services, Mintier Harnish have found that individuals are more comfortable participating in the planning process when a local community group or organization is involved. If appropriate, Mintier Harnish will work closely with local organizations and individuals to reach out to non-English speaking communities and ensure they are engaged in the process.

**Citizens Advisory Focus Group.** Mintier Harnish will work with City staff to form a Citizens Advisory Focus Group (CAFG). The CAFG will include local business stakeholders, community-based organizations, interested citizens, and City Council and Planning Commission representatives. The CAFG will provide guidance and feedback to ensure the General Plan Update and Downtown Station Area Plan are in line with community needs and priorities, as well as recommendations to the Planning Commission and City Council.

**Joint Study Sessions.** Mintier Harnish will facilitate joint study sessions with the Planning Commission and City Council at key points early in the project so they can to provide informal advice and direction, particularly to narrow options and choices. Typically, no formal actions are taken at study sessions. Instead, informal consensus is sufficient. Joint study sessions are most useful early on in the project when they include more educational and interactive components.

**Public Hearings.** Towards the end of the project Mintier Harnish will assist City staff with facilitating public hearings with the Planning Commission and City Council. The hearings will include certification of the Program EIR and adoption of the General Plan and Downtown Station Area Plan.

## **Task 1.4: Newsletter #1: General Plan Update and Downtown Station Area Plan Overview**

Mintier Harnish will prepare a newsletter that describes what a general plan is, how and why it is being revised, the project schedule, and how the public can participate. It will also describe the Downtown Station Area Plan project and how it relates to the General Plan Update. The newsletter will be used to promote online engagement opportunities and upcoming workshops in later phases.

## **Task 1.5: All-hands Kick-off Study Session**

Mintier Harnish will facilitate an all-hands study session with key City staff, City Council members, and Planning Commissioners. Mintier Harnish suggest also inviting the other City commissions and committee members. This study session will provide a common understanding of the need for and purpose of the General Plan Update and Downtown Station Area Plan, the key steps in the process, community engagement, legislative mandates, and

contemporary planning issues. Mintier Harnish will facilitate a discussion on the major issues facing Merced, feedback from the community visioning process, and solicit feedback on the several topical areas that will be carried thematically through the General Plan and Downtown Station Area Plan. The study session will be widely publicized and open to interested community members. Mintier Harnish will post the session presentation, support materials, and results on the Project website.

### **Task 1.6: Stakeholder Interviews**

Mintier Harnish will conduct up to 20 virtual one-on-one and small-group stakeholder interviews with key stakeholders and community groups to solicit input on issues and expectations for the General Plan Update and Downtown Station Area Plan. Mintier Harnish will work with City staff to develop the list of interviewees, which should include community and business leaders, environmental groups, community organizations, senior and other special needs representatives, developers and real estate brokers, business owners, transportation advocates, and other interest groups. Mintier Harnish will provide questions in advance to frame and direct the interview discussion. Mintier Harnish will prepare a summary of the interviews.

#### **Deliverables:**

- Request for Information (digital; Word and Excel)
- General Plan Kick-off meeting materials (digital; Word, PDF, PowerPoint)
- General Plan/Downtown Station Area Plan website and branding (digital)
- Business cards (digital, PDF)
- Refined Community Engagement Program (digital; Word, PDF)
- Newsletter #1: General Plan Update and Downtown Station Area Plan Overview (100 hard copies, digital, PDF)
- Long-term and short-term (six-month) schedules (digital; Excel, PDF)
- All hands kick-off presentation and materials (digital, PowerPoint)
- Stakeholder Interview summary (digital; Word, PDF)

## **Phase 2: Existing Conditions and Trends**

### **Task 2.1: Existing Data Collection and Compilation**

Mintier Harnish will prepare a Request for Information (RFI), which will list the data items typically collected from a community. The team will initially collect as much of this information as possible from online resources. The items requested (including native format files whenever possible) typically include the following:

- Applicable plans, studies, and analysis documents that currently exist within the various departments in the City that pertain to the General Plan including:
  - Merced Vision 2030 General Plan
  - Draft Merced Multijurisdictional Housing Element
  - UC Merced 2020 Long Range Development Plan
  - 2003 South Merced Strategic Plan
  - 2007 South Merced Community Plan

- 2012 Martin Luther King Jr. Way Revitalization Plan
- 2015 Bellview Corridor Community Plan
- Transportation plans and traffic data
- Airport Land Use Compatibility Plan
- City of Merced Municipal Services Review
- SB 244 Disadvantaged Unincorporated Communities Analysis
- Merced County Multijurisdictional Hazard Mitigation Plan
- Updated Parks and Open Space Master Plan
- Current City planning and development projects
- Municipal Code
- Any other pertinent information, documents, plans, and other items identified by City staff
- Applicable plans, studies, and analysis documents concerning infrastructure and utilities

Mintier Harnish will use and rely upon these existing resources during the preparation of the General Plan, Downtown Station Area Plan, and Program EIR. The information collected from the City and other entities will be supplemented with data collected by our team.

## **Task 2.2: Assemble GIS Data and Prepare Base Map**

Mintier Harnish will work with City staff to obtain existing City and County GIS data and review City mapping protocols and requirements. Mintier Harnish will prepare base maps for reports and display presentation, including establishing a uniform legend and title block for use on all maps prepared. Mintier Harnish will develop all GIS data and mapping prepared for the General Plan Update consistent with City protocols and data formats to ensure easy integration into the City's information system. At the conclusion of the project, Mintier Harnish will provide to the City all original data as well as project specific data layers modified or created by Mintier Harnish as part of this project.

## **Task 2.3: General Plan Audit**

Mintier Harnish will typically work with City staff to evaluate every goal, policy, and implementing action in the existing General Plan using our proprietary General Plan Audit Tool. This audit focuses on determining what works, what does not work, and where the Plan is not providing adequate or current guidance, by asking the following questions:

- **Completion.** Has a policy or implementing action been achieved or carried out?
- **Clarity.** Is the policy or implementing action language clear and easily interpreted?
- **Progress.** Can policy or implementing action be easily monitored?
- **Outcome.** Did the policy or implementing action result in the desired outcome and achieve the vision or goals of the General Plan.
- **Continuation.** Is the goal, policy, or implementing action still relevant and be carried forward into the updated General Plan?
- **Current.** Does the goal, policy, or implementing action adequately address current issues?
- **Modification.** How should the goal, policy, or implementing action be modified to provide better direction or



address current issues and trends?

Given the effort already undertaken by City staff, however, this audit may not be necessary. Mintier Harnish will provide an example of the audit tool at the kick-off meeting and discuss options for further evaluation of the General Plan.

## **Task 2.4: CAGG Meeting #1: Organization and Issues Identification**

Mintier Harnish will facilitate the first meeting of the CAGG. Mintier Harnish will first present and get consensus on the overall CAGG meeting format, rules, and operating procedures. Mintier Harnish will also ask the CAGG members to identify key issues they feel should be addressed during the General Plan Update and Downtown Station Area Plan.

## **Task 2.5: Existing Conditions Evaluation**

Mintier Harnish will collect, research, and assess existing conditions and trends for the following topics. As described earlier, a summary of key information will be presented in the Existing Conditions and Trends Workbook while the full data assessment will be included in the Program EIR during Phase 5.

**Land Use and Community Design.** Mintier Harnish will analyze the existing General Plan land uses and other adopted plans that affect development in Merced. Mintier Harnish will map and analyze existing land uses based on available GIS and/or Assessor's data and identify opportunities and constraints for future development and reuse. Mintier Harnish will also describe regional planning efforts affecting the city. Mintier Harnish will also describe the community character of Merced neighborhoods and the design characteristics of each.

**Population, Employment, and Housing.** Mintier Harnish will collect and summarize historical, current, and projected population, employment, and housing characteristics in the Planning Area. Mintier Harnish will work with the Merced County Association of Governments (MCAG) to obtain the most current demographic and housing data, including US Census data, and data available from the California Department of Finance. The intent of this section is to also build upon the Merced Multijurisdictional Housing. Element background information, providing a direct link between both processes.

**Mobility.** Mintier Harnish will compile, review, and analyze the transportation and mobility existing conditions for the City of Merced. Mintier Harnish will compile existing conditions information and review existing documents, including the current Merced Vision 2030 General Plan, as well as the operative transportation-related legislative framework under which this Circulation Element update will be developed (e.g., SB 743, AB 747, SB 99, AB 98, AB 32, SB 32, AB 1358). Mintier Harnish will also prepare mapping to show the roadway functional classification, transit service lines, and active transportation networks (pedestrian sidewalks and bicycle facilities). Mintier Harnish will describe the current status of the following sub-systems of the City's transportation system:

- Roadways, including roadways of all functional classifications and designations;
- Transit services, including local and regional services;
- Railway facilities;
- Pedestrian and bicycle facilities;
- Goods movement – truck, rail, and air freight;
- Aviation facilities;
- Transportation coordination with land use; and,

- Transportation demand management/ Transportation system management.

Details about the analysis of each of these sub-systems can be found in Section E: Other.

**Biological Resources.** Mintier Harnish will provide a summary of the biological resources, including any potential jurisdictional aquatic features within or adjacent to the planning area, and locations of potentially sensitive vegetation communities that may provide habitat for special-status plants and wildlife using California Natural Diversity Data Base, Sensitive Natural Community list, and National Wetlands Inventory database, in conjunction with Google Earth aerial imagery. This research will be used: (1) to develop a list of threatened, endangered and special-status species with potential to occur within the planning area, and (2) to identify the approximate quantity of sensitive habitats/vegetation communities within the planning area.

**Cultural Resources.** Mintier Harnish will conduct appropriate record searches, a Sacred Lands File search, reviews of historic and geologic maps and a geoarchaeological review to address subsurface sensitivity. Data gathered for each resource type will be mapped to identify areas of relative sensitivity.

**Economics.** Mintier Harnish will compile relevant data and summarize existing conditions related to the following topics:

- Resident demographic profile (including income levels, age distribution, race/ethnicity, educational attainment, employment status and commute patterns)
- Jobs (broken down by major industry group and salary/wage level)
- Retail sales trends by major business category
- Existing commercial and industrial vacancy levels
- Fiscal revenue sources (e.g., property tax, sales tax, transient occupancy tax)
- City General Fund expenditures (breakdown by major budget category)

**Public Facilities, Services, and Infrastructure.** Mintier Harnish will compile data on infrastructure, resources, services, and facilities related to water supply and delivery, wastewater collection and disposal, stormwater drainage, solid waste and recycling, energy and telecommunications, law enforcement, fire protection, health care, schools and education, and government services. Mintier Harnish will also summarize the findings of the SB 244 Disadvantaged Unincorporated Communities analysis.

**Open Space, Parks, and Recreation.** Using the Updated Parks and Open Space Master Plan, Mintier Harnish will outline existing open space, trails, parks, public art, agricultural lands, and other community facilities and conditions in Merced. Mintier Harnish will summarize existing conditions for these features as well as reference any adopted plans that may determine the locational gaps, growth trends, and opportunities in Merced. Mintier Harnish will inventory and map trails, parks, and other community facilities.

**Noise.** Mintier Harnish will review existing noise data, including recent EIRs and studies, and summarizes the existing noise environment in Merced resulting from major roadways and highways and stationary noise sources and activities. Mintier Harnish will also document existing noise-sensitive areas and sites. Mintier Harnish will also summarize current information on ground vibration.

**Air Quality.** Mintier Harnish will compile data on existing air quality conditions within Merced and the nearby vicinity. This will specifically include the location of existing sensitive receptors and emission sources, existing mass emissions, ambient air quality concentration data from the most applicable monitoring station(s), attainment designations, and natural factors that relate to the transport and dispersion of air pollutants.

**Climate Change.** Mintier Harnish will prepare a climate change section that includes a discussion of climate change and how the General Plan Update will address this issue, including both the reduction of GHG emissions and climate change vulnerability and adaptation. The report will briefly summarize relevant background information regarding these topics and lay out a framework for the General Plan Update to address climate change.

**Hazards and Safety (including crime and aviation).** Mintier Harnish will compile data on existing natural and manmade hazards. As part of this evaluation, Mintier Harnish will summarize the geological environment and associated hazards. This section will address Seismic Hazard Zones and soil strength properties. Mintier Harnish will summarize the latest FEMA floodplain mapping to illustrate potential safety and development constraints. Mintier Harnish will summarize urban and wildland fire risks, fire hazard risk areas, and fire protection resources. Mintier Harnish will also describe major users and producers of hazardous materials within or adjacent to the city.

**Hydrology and Water Quality.** Mintier Harnish will identify the status of surface and groundwater resources within the city. Any projected regional limitations to the groundwater supply will be identified. The regulatory setting and water quality of surface and groundwater resources in the city will be discussed. Typical pollutants in urban runoff will be qualitatively identified, and discussions of best management practices to reduce contamination will be included. Existing conservation and water quality control programs will be identified. It is assumed that the City will provide information on their current and anticipated water supply sources and volumes.

**Energy Resources.** Mintier Harnish will evaluate what progress has been made since the adopted General Plan to reduce energy consumption in the city, and renewable energy programs that can be advanced further.

**Mineral Resources.** Mintier Harnish will identify the known mineral resources within City limits and evaluate strategies to protect mineral resources.

**Environmental Health and Justice.** Mintier Harnish will prepare a section that provides a background on environmental health and justice. The discussion will focus on exposure to environmental hazards, healthy and affordable housing, access to job markets, access to health care and healthy foods, community equality, and community empowerment.

## **Task 2.6: Existing Conditions and Trends Workbook**

Mintier Harnish will prepare an Existing Conditions and Trends Workbook. The Workbook will be written in an engaging way to tell a thought-provoking story of Merced – where it has been, where it is today, and the trends that will shape its future. The Workbook will be highly graphical and will use infographics, charts, maps, and photographs combined with storytelling techniques with Adobe InDesign. While the content will largely depend on the direction provided by City staff, decision-makers, and the community during the initial outreach efforts, Mintier Harnish assume the workbook, at a minimum, will cover the following topics:

- Purpose of the General Plan Update
- Location and geographic boundary description, including the regional setting, and local planning boundaries (i.e., Sphere of Influence, City limits)
- A description of the city's history, including a graphic timeline of significant events, places, and people in Merced's past
- A description of what has changed since Merced last comprehensively updated its General Plan in 2012, including local trends as well as national and global trends that have shaped our lives and will continue to

shape the future (e.g., the internet, social networking, online shopping, car sharing, self-driving cars, sustainable communities initiatives)

- A summary of the Downtown Station Area Plan concept and objectives
- A snapshot of current conditions and trends, including a demographic profile, housing characteristics, economic and market conditions, transportation infrastructure and travel patterns, health and environmental justice, climate change and adaptation, community design and character description, and population and development trends
- A description of quality-of-life characteristics, including parks and open space, arts and culture, and public realm improvements that have made Merced an exceptional place to live

This task includes preparation of an initial outline, an administrative draft for City staff and CAFG review and a final draft that incorporates edits following one round of review by City staff.

### **Task 2.7: CAFG Meeting #2**

Mintier Harnish and City staff will facilitate a CAFG meeting to discuss the Existing Conditions and Trends Workbook. Mintier Harnish will provide an overview of the Workbook and lead a discussion with the CAFG members about their thoughts and recommendations for Workbook refinement.

### **Task 2.8: Newsletter #2: Existing Conditions and Trends**

Mintier Harnish will prepare a newsletter summarizing the results of the major findings from the Existing conditions and Trends Workbook and subsequent analyses. Mintier Harnish will use the newsletter to publicize the upcoming community open house in Task 2.9.

### **Task 2.9: Community Open House #1: Assets, Issues, and Opportunities**

Mintier Harnish will facilitate a community open house to present the findings from the Existing Conditions and Trends Workbook. Mintier Harnish will use a combination of informational boards and surveys to solicit feedback on the Workbook and discuss community assets, issues, and opportunities. This will be an open house style workshop within informational stations and exercises soliciting participant input. While the open house exercises will be reviewed and approved by City staff, the following are examples of exercises Mintier Harnish have successfully facilitated for other General Plan projects:

**Assets and Issues.** The goal of this exercise is to understand what physical features or topics participants feel are issues and assets to address or preserve, respectively, through the General Plan Update. It will help what participants value most about the city. The station will include a table and a large wall map of the city. Participants will be asked to write assets, challenges, and opportunities directly on colored Post-It notes, and then place those notes on the map.

**Opportunities and Enhancements.** The goal of this exercise is to help participants identify the places or features of Merced that offer opportunities for improvement or enhancement. It will help identify participant's priorities. The station will include a large wall map of the city mounted on the wall or backboard. In addition, a series of stock images (generic, not specific to Merced) that represent things that participants would like to see in Merced will be placed on a table underneath the large wall map. Images will include a variety of building/uses, open space, public facilities, lifestyle activities and other quality of life improvements. Participants will be asked to select an image from the provided stock that they feel reflects the kind of improvements – physical or quality-of-

life- that would be beneficial to Merced over the next 25 years.

**Opinion Survey.** Participants will be asked to complete an opinion survey about assets, issues, and opportunities. This survey will also be available online on the Project website for those unable to attend the Open House. All materials, exercises, and the survey will be provided in English, Spanish, and Hmong. Verbal translation services will be available as well. Following a presentation and question and answer session, participants will visit various interactive stations staffed by Consultants and City staff.

### **Task 2.10: Assets, Issues, and Opportunities Report**

Mintier Harnish will summarize the results of Open House #1 in an Assets, Issues, and Opportunities Report. The report will include a summary of the key takeaways from the Open House. Mintier Harnish will include all written public comments in an appendix. Following City Staff review, Mintier Harnish will prepare a Public Review Draft Assets, Issues, and Opportunities Report for CAFG, Planning Commission and City Council consideration.

### **Task 2.11: CAFG Meeting #3**

Mintier Harnish and City staff will facilitate a CAFG meeting to discuss the Assets, Issues, and Opportunities Report. Mintier Harnish will provide an overview of the Report and lead a discussion with the CAFG members about their thoughts and recommendations for Report refinement.

### **Task 2.12: City Council and Planning Commission Joint Study Session #1: Existing Conditions and Trends; Assets, Issues, and Opportunities**

Mintier Harnish will present the Existing Conditions and Trends Workbook and Assets, Issues, and Opportunities Report to the City Council and Planning Commission. Mintier Harnish will first facilitate a discussion about the results of Community Open House #1 and provide the feedback received from the community. Mintier Harnish will also summarize the discussions and recommendations of the CAFG. Finally, Mintier Harnish will lead a discussion about Mintier Harnish' observations and discuss recommendations for next steps in the process.

#### **Deliverables:**

- GIS Base Map (digital; ArcGIS and PDF)
- General Plan Audit (digital; Word and Excel)
- Existing Conditions and Trends Workbook in Administrative, Preliminary, and Final Drafts (digital, PDF)
- CAFG meeting #1 agenda, meeting notes, and recommendations (digital; Word and PDF)
- Newsletter #2: Existing Conditions and Trends (100 hard copies; digital, PDF)
- Community Open House #1 materials (hardcopies, board, and materials; digital; Word and PDF)
- Assets, Issues, and Opportunities Summary (digital; Word and PDF)
- CAFG meeting #2 agenda, meeting notes, and recommendations (digital; Word and PDF)
- City Council and Planning Commission Joint Study Session #1 presentation (digital; PowerPoint)

## **Phase 3: Community Vision and Guiding Principles**

### **Task 3.1: Community Open House #2: Vision and Guiding Principles**

Mintier Harnish will facilitate a second Community Open House to help identify a community vision and guiding

principles. Following a presentation about the progress to date on the General Plan, including a summary of the Assets, Issues, and Opportunities Report, and a question and answer session, Mintier Harnish will provide an overview and purpose of the Open House and discuss why Mintier Harnish are preparing a vision and guiding principles. Following the presentation, Mintier Harnish and City staff will assist participants with the visioning exercises. The exercises will include several activities:

**“Mad Libs” Vision Game** asks participants to develop their ideal vision of the city in 2050 by brainstorming words, phrases, and ideas with other participants to come up with the most creative and inspirational vision.

**Postcards from the Future** exercise asks participants to imagine they are sending a postcard to a friend from Merced in the year 2050 and draw a picture to illustrate their message describing their experience in Merced in 2050.

**Opinion Survey.** Mintier Harnish will ask participants to complete an opinion survey about assets, issues, and opportunities. This survey will also be available online on the Project website for those unable to attend the Open House. Children’s activities will include a Legos table where children can build a model of the city or their neighborhood (or just play) or draw their own postcards from the future and describe why they love Merced. All materials, exercises, and the survey will be provided in English, Spanish, and Hmong. Verbal translation services will be available as well. Following a presentation and question and answer session, participants will visit various interactive stations staffed by Consultants and City staff.

### **Task 3.2: Draft Vision and Guiding Principles**

Mintier Harnish will prepare the Administrative Draft Vision Statement that represents the ideal future for the community and a set of Guiding Principles that support the Vision and represent the City’s core values. Mintier Harnish will base the Vision and Guiding Principles on the 1999 community vision, input gathered at the Community Open Houses #1 and #2, as well as input from City staff. Following review by City staff, Mintier Harnish will revise the Administrative Draft and prepare a Draft Vision and Guiding Principles for review with the CAGF, Planning Commission, and City Council.

### **Task 3.3: CAGF Meeting #4: Draft Vision and Guiding Principles**

Mintier Harnish and City staff will facilitate a CAGF meeting to discuss the Community Open House #2 results and the Draft Vision and Guiding Principles. Mintier Harnish will summarize the results of this discussion and CAGF recommendations for presentation to the City Council and Planning Commission.

### **Task 3.4 : City Council and Planning Commission Joint Study Session #2: Vision and Guiding Principles**

Mintier Harnish will present the Draft Vision and Guiding Principles to the City Council and Planning Commission. Mintier Harnish will first facilitate a discussion about the results of Community Open House #2 and the CAGF recommendations. Mintier Harnish will also facilitate a discussion about the Draft Vision and Guiding Principles and ask the Council and Commission to reach a consensus on a Final Vision and Guiding Principles.

#### **Deliverables:**

- Community Open House #2 materials (hardcopies, board, and materials; digital; Word and PDF)
- Administrative Draft, Public Review Draft, and Final Vision and Guiding Principles (digital, Word, PDF)
- CAGF meeting #3 agenda, meeting notes, and recommendations (digital; Word and PDF)

- City Council and Planning Commission Joint Study Session #2 presentations (digital; PowerPoint)

## Phase 4: General Plan

### Task 4.1: General Plan Design, Format, and Organization Options

In close consultation with City staff, Mintier Harnish will prepare optional approaches for the General Plan design, format, and organization. Mintier Harnish will provide for the overall look and presentation of the Plan, including font size and style, page layout, maps, graphics, and illustrations. Our team will prepare a sample table of contents to accompany the organizational options. Following City staff review, Mintier Harnish will refine the options as necessary.

### Task 4.2: Update the Executive Summary

Mintier Harnish will prepare a new Executive Summary that highlights the City's Vision, Guiding Principles, assumptions, goals, policies, and implementing actions, and an overview of each General Plan chapter. The Executive summary will allow readers to grasp the essential information without reading the entire General Plan.

### Task 4.3: Update Chapter 1, Introduction

Mintier Harnish will update the Introduction to reflect the new vision, guiding principles, goals, policies, implementing actions, and State mandated elements. Mintier Harnish will update the setting section, include a discussion of General Plan and Housing Element annual reporting requirements, and include a reader's guide to assist understanding of the General Plan Contents.

### Task 4.4: Update Chapter 2, Urban Expansion

Mintier Harnish will update the Urban Expansion chapter to address changes in City expansion policy and programs since the 2012. Mintier Harnish will address modification of the City Sphere of Influence and recent annexations and policies related to proposed annexation and out-of-boundary service agreements. Mintier Harnish will also update background information and data and policies related to regional planning and an area-of-interest boundary.

### Task 4.5: Update Chapter 3, Land Use

Based on direction from City staff, Mintier Harnish will update the Land Use Chapter and Land Use Diagram based on current data sources, analysis, and recommendations regarding current and future land uses and patterns. Mintier Harnish will identify any changes driven by the update Vision and Guiding Principles. Mintier Harnish will develop new land use designations and densities, including a new mixed use designation, add residential densities to commercial designations, and replace existing reserve designations with non-reserve designations. Mintier Harnish will revise the Land Use diagram to include corridors and connections between Downtown Merced and UC Merced Campus, land use designations from recently adopted specific plans, Downtown land use opportunities based on one-way street conversions, and the final Downtown Station Area Plan scenario. Mintier Harnish will include new or revised policies addressing:

- Economic investment, mixed use, and TOD development opportunities,
- Infill regarding development of underutilized lands, including traditional commercial retail centers and aging industrial areas,



- Implementation of new State planning and housing law,
- Preferred locations for and regulations on large retail centers,
- Incorporation of recently adopted specific plan policies,
- High Speed Rail,
- Warehouse and distribution centers per AB 98, and
- Balancing preservation of existing uses and integration of appropriate new development.

Mintier Harnish will incorporate the recent SB 244 Disadvantaged Unincorporated Communities analysis, update the Specific Plan/Community Plan, and remove outdated references and figures of redevelopment project areas and enterprise zones. Finally, Mintier Harnish will include the Preferred Station Area Scenario.

#### **Task 4.6: Update Chapter 4, Transportation and Circulation**

The Transportation and Circulation Chapter describes the existing and future transportation network, articulates the City's mobility vision, addresses State and regional requirements, and anticipates future mobility needs. The City anticipates a multi-modal approach to addressing the transportation needs of the City. The approach should assist in project-based analysis and implementation of the General Plan over time. Mintier Harnish will work with City staff to address the following topics and issues:

- Develop policies addressing emerging transportation trends, including electric vehicles, ridesharing services, autonomous vehicles, e-bikes, and scooters;
- Develop policies addressing complete Streets and Active Transportation;
- Update Level of Service (LOS) standards, incorporate Vehicle Miles Traveled (VMT) policies;
- Develop policies to address partial width streets as an interim condition to support development;
- Identify additional transportation corridors and improvements related to emerging growth patterns;
- Evaluate alternatives to traffic signals, such as roundabouts;
- Identify traffic calming and pedestrian safety improvements, to encourage alternative transportation modes;
- Include the final Preferred Station Area Scenario;
- Consider changes to Parsons Avenue Corridor Project; and
- Re-evaluate M Street Transitway Designation.

Mintier Harnish will also revise the Chapter to remove Table 4.1 and refer to the latest Public Facilities Financing Plan instead, including UC's Cat Tracks, remove Figures 4.6 a through d of Transit Routes, update the rail discussion to include HSR, MITC, and ACE, update air service information and data, update Interchange at grade crossings and transitway sections, and update the Circulation Diagram and Street Cross Sections.

#### **Task 4.7: Update Chapter 5, Public Facilities and Services**

Mintier Harnish will work with City staff to update the Public Facilities and Services Chapter. At a minimum, Mintier Harnish will update information regarding wastewater and water master plans, including the Wastewater Collection System Master Plan and the Urban Water Management Plan, address how the UC Merced annexation and UC Merced Long Range Development Plan should integrate with the City's long-term public services planning, and update specific facility information (including future police and fire station locations). Mintier Harnish will prepare revised or new policies to address current public facility and service issues, with particular focus on

addressing issues identified in the SB 244 disadvantaged unincorporated communities analysis.

#### **Task 4.8: Update Chapter 6, Urban Design**

Mintier Harnish will update the Urban Design Chapter based on direction from City staff and guidance from the refined Vision and Guiding Principles. Mintier Harnish will review all existing goals, policies, and implementing actions for relevance and consistency with State law. Mintier Harnish will include new policies and implementing actions related to objective design standards, form based codes, and public art. Finally, Mintier Harnish will modify the “Village Residential” Concept, including how to address minimum density requirements over multiple properties and ownerships.

#### **Task 4.9: Update Chapter 7, Open Space, Conservation, and Recreation**

Mintier Harnish will work with City staff to update the Open Space, Conservation, and Recreation Chapter. Mintier Harnish will review and update as needed goals, policies, and implementing actions. Based on direction in the Request for Proposals, the Sustainable Development Chapter will be reorganized as the Environmental Justice, Sustainability, Equity, and Health Chapter (see below) and Air Quality will be a new chapter. However, there are several resource-based topics in the Sustainable Development Chapter (soil, water, wildlife, energy, climate change, historic) that don’t fit under either of those categories so Mintier Harnish are recommending they be included in this Chapter.

**Recreation.** Mintier Harnish will incorporate goals, policies, and implementing actions from the Parks and Open Space Master Plan Update. Mintier Harnish will include all future park sites and update background information, issues for future study, and other sections, where needed.

**Soil Resources.** Mintier Harnish will provide discussion of the soil resources setting within the city of Merced and its surrounding area. The discussion will include a summary of updated information on

soils acquired through the USDA Natural Resources Conservation Service Web Soil Survey.

**Water Resources.** Mintier Harnish will provide a discussion of the water resources setting within the city of Merced and its surrounding area. The discussion will include updated information acquired from the Merced Irrigation District and the Groundwater Sustainability Plan (GSP) prepared by the Merced Irrigation-Urban Groundwater Sustainability Agency (GSA) for the San Joaquin Valley - Merced Basin No. 5-022.04, which underlies the city.

**Wildlife Resources.** Mintier Harnish will provide a discussion of the biological resources setting within the city of Merced and its surrounding area. The discussion will focus on habitat and vegetation communities and special-status species that have the potential to occur in the planning area. Mintier Harnish will include maps depicting vegetation and habitat types and past occurrences of special-status wildlife species.

**Energy Resources/Climate Change.** Mintier Harnish will identify energy providers to the City and summarize energy resources and consumption characteristics for the city. Regulations that address energy conservation and renewable energy use at the State and local levels will also be provided. With respect to greenhouse gases (GHG), Mintier Harnish will identify major sources of GHG within the city and provide a discussion of climate change impacts as observed and predicted for the city based on data available from the California Natural Resources Agency, the Cal-Adapt tool, and other sources. Mintier Harnish will also update the setting to reflect the most recent GHG reduction and carbon neutrality goals at the State level as required by Senate Bill 32 and Assembly Bill 1279. Finally, at the request of the City, Mintier Harnish will include new goals, policies, and implementing actions

that address the electrification of homes, businesses, and City facilities and the transition of vehicles and equipment from fossil fuels to electric in response to the State's GHG reduction and carbon neutrality goals. Furthermore, new goals, policies, and implementing actions that address State regulations such as SB 379 to enable Merced to become a more sustainable, resilient, and energy efficient community will also be included.

**Historic Resources.** Mintier Harnish will provide a discussion of the historical resources setting within the city of Merced and its surrounding area. The discussion will include a summary of background research including a records search from the California Historical Resources Information System, the Office of Historic Preservation Built Environment Resources Directory, and Native American Heritage Commission sacred lands file. In addition, Mintier Harnish will support the City in its consultation with local Native American tribes conducted pursuant to Senate Bill 18 and Assembly Bill 52 will be provided.

#### **Task 4.10: Prepare New Chapter 8, Environmental Justice, Sustainability, Equity, and Health**

Mintier Harnish, working closely with City staff, will prepare a new Environmental Justice, Sustainability, Equity, and Health Chapter (as well as a new Air Quality Chapter) to replace the existing Sustainable Development Chapter. Mintier Harnish will prepare this new Chapter in compliance with SB 1000. Mintier Harnish will develop environmental justice goals, policies, and implementing actions to address and reduce the health risks caused by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation. Mintier Harnish will ensure that the policy framework of the General Plan will include principles of sustainability throughout to facilitate equitable and conscientious decision-making. Our team will use at least two geospatial screening tools with socioeconomic, environmental, and health information to identify potential "disadvantaged communities" in Merced. These tools include:

- **CalEnviroScreen 4.0.** The California Environmental Health and Screening Tool (CalEnviroScreen) 4.0 is a science-based mapping tool that ranks each census tract in the state using a series of indicators to identify communities most affected from multiple pollutants and who are vulnerable to pollution's effects.
- **EJSCREEN.** The US Environmental Protection Agency's (USEPA) Environmental Justice Screening and Mapping Tool (EJSCREEN) similarly uses environmental and demographic data to rank each census block group's environmental health risks nationally.

Mintier Harnish will work with City staff and local community organizations to facilitate up to two community workshops on the Environmental Justice Element. Mintier Harnish will work with City staff to determine both locations and times for these workshops that allow those with non-traditional work schedules to attend and provide feedback. Mintier Harnish and community group representatives will make a presentation on the Environmental Justice Element and facilitate an interactive discussion.

Mintier Harnish will also address Healthy Communities in this Chapter. Among other things, our work on this Chapter will be guided by the concept that health is derived from more than just the provision of medicine and healthcare treatment. Working closely with City staff and community representatives, Mintier Harnish will establish broad citywide policies to help achieve health equity, remove barriers, and improve overall community health. Mintier Harnish will include policies and programs to improve access to healthy food, clean air and water, open space, health care facilities, quality schools, stable housing, good jobs with fair pay, and safe places to walk and bike.

Finally, Mintier Harnish will integrate recommendations from the SB 244 DUC analysis to help guide future annexation and land use decisions and ensuring new territories annexed become integrated within the community

and are provided services and opportunities in line with other neighborhoods already within the city.

#### **Task 4.11: Integrate Chapter 9, Housing**

Mintier Harnish will reformat and integrate the City of Merced portion of the Merced Multijurisdictional Housing Element, once certified by HCD and adopted by the City Council into the General Plan.

#### **Task 4.12: Update Chapter 10, Noise**

The update to the Noise element will include a discussion of the existing noise and vibration setting within the city of Merced and its surrounding area. Five long-term noise measurements and 10 short-term noise measurements will be conducted to update Tables 10.6 and 10.7 of the existing General Plan. Noise contour figures for highways and major roadways as well as railways will be updated and presented in a tabular fashion. Noise contours associated with operations at Merced Regional Airport and Castle Airport will also be included and will be based on information contained in their respective Land Use Compatibility Plans. Mintier Harnish will review existing general plan goals, policies, and implementing actions to determine if they continue to be applicable and revisions or updates will be proposed as necessary. Mintier Harnish will also provide additional goals, policies, and implementing actions addressing noise to address new issues that have arisen since the previous update to the City's general plan.

#### **Task 4.13: Update Chapter 11, Safety**

Mintier Harnish will complete an analysis and provide mitigating actions to update the Safety Chapter of the General Plan. The update will align with California Government Code Section 65302(g), ensuring the integration of climate adaptation and resilience strategies as required by SB 1000, SB 379, and compliance with AB 747, SB 99, and other applicable legislation (details of the Evacuation Analysis are found in Section E: Other). This analysis will establish clear goals, policies, and implementing actions that meet California's statutory requirements for Safety Elements and include the incorporation of the latest Local Hazard Mitigation Plan that has been prepared by the City of Merced, as well as updates to the latest Flood Maps. The update will incorporate recent advancements in hazard and climate risk assessments, leveraging publicly available data and tools such as FEMA's Hazus-MH for loss estimation and GIS-based mapping to identify areas at risk. Goals, policies, and implementing actions will address topics already covered in the General Plan, including seismic/ geological hazards; fire; policing and emergency response; hazardous materials and toxins; and public health concerns. Additionally, it will address other climate topics including wildfire, extreme heat, flooding (if applicable), and drought, as well as evacuation route analysis and housing safety issues to meet SB 99, AB 747, and other new State law requirements.

#### **Task 4.14: Prepare New Chapter 12, Economic Development**

Working closely with City staff and the business community, Mintier Harnish will prepare a new Economic Development chapter Element that addresses the City's development, job creation, and fiscal stability goals. Consistent with the refined Vision and Guiding Principles, Mintier Harnish will develop goals, policies, and implementing actions that help diversify the local economy and encourage working wages for families; attract and retain workforce education and training programs to the community; encourage the use of PBID, EIFD, and other finance tools to revitalize neighborhoods, support job creation, and encourage community investment; support expansion of commercial cannabis businesses; and support creation of employment centers, business parks, and new industrial parks which can augment planned investments such as heavy rail support facilities, programs at UC Merced including technology, medical, and research. As a part of the preparation of this chapter, Mintier Harnish

will prepare a **Citywide Market Demand Study**. This new Chapter will help maintain Merced as a hub of transportation, agricultural, and other existing business clusters.

#### **Task 4.15: Prepare New Chapter 13, Air Quality**

Mintier Harnish will prepare a new stand-alone Air Quality Chapter based on the Air Quality portion of the current Sustainable Development Chapter. Mintier Harnish will update the setting with information relevant to the City's air pollution potential including climate, topography, and meteorology and the major sources of air pollution. The setting will also discuss the area's attainment status with respect to State and Federal ambient air quality standards. Mintier Harnish will review current air quality goals, policies and implementing actions for adequacy and update them, as needed, considering changes to the environmental setting and regulatory requirements. Furthermore, Mintier Harnish will update policies to include travel demand management and mitigation options for vehicle miles traveled (VMT) including mitigation banking. Finally, Mintier Harnish will provide additional goals, policies, and implementing actions addressing air quality to address new issues that have arisen since the previous update to the City's General Plan.

#### **Task 4.16: Update the Glossary, Bibliography, Policy Index, and Appendix A**

The Consultant will work with City staff to determine the need for the glossary, bibliography, policy index, and Appendix A and update the chapters determined to be necessary.

#### **Task 4.17: Administrative Review Draft Plan**

Mintier Harnish will prepare an Administrative Review Draft General Plan for review by City staff.

#### **Task 4.18: Preliminary Public Review Draft General Plan**

Mintier Harnish will revise the Administrative Review Draft General Plan based on City staff comments and prepare a Preliminary Public Review Draft General Plan for review by the CAFG.

#### **Task 4.19: CAFG Meetings #5, #6, and #7: Preliminary Public Review Draft General Plan.**

Mintier Harnish and City staff will facilitate up to three CAFG meetings to review the Preliminary Public Review Draft General Plan.

#### **Task 4.20: Revised Preliminary Public Review Draft General Plan**

Mintier Harnish will revise the Preliminary Public Review Draft General Plan based on CAFG comments and prepare a Revised Preliminary Public Review Draft General Plan for review by the community, Planning Commission, and City Council. The step of reviewing the Revised Preliminary Public Review Draft General Plan with advisory bodies and decision-makers is important to ensure the Draft Plan meets expectations before conducting the CEQA analysis.

#### **Task 4.21: Community Workshop #3: Draft General Plan**

Mintier Harnish will facilitate an open house style community workshop to present the Revised Preliminary Public Review Draft General Plan. Mintier Harnish will host stations for each of the General Plan Chapters with a member of our team and City staff at each station to answer questions. Mintier Harnish will provide opportunities for written

comments that Mintier Harnish will compile into a report to the Planning Commission and City Council.

#### **Task 4.22: Planning Commission Study Session: Revised Preliminary Public Review Draft General Plan**

Our team will facilitate a study session with the Planning Commission to review and confirm the Revised Preliminary Public Review Draft General Plan. The Planning Commission will recommend any revisions or adjustments to the Plan to the City Council, which Mintier Harnish will show in Word track changes.

#### **Task 4.23: City Council Study Session: Revised Preliminary Public Review Draft General Plan**

Mintier Harnish will facilitate a study session with the City Council to review and confirm the Revised Preliminary Public Review Draft General Plan. The City Council will provide direction on revisions or adjustments to the Plan prior to our team conducting the CEQA analysis.

#### **Task 4.24: Public Review Draft General Plan**

Based on direction from the City Council, Mintier Harnish will prepare the Public Review Draft General Plan for publication and environmental review.

#### **Task 4.25: General Plan Consultation and Referrals**

State law requires consultation with a variety of Federal, State, regional, and local agencies whenever a jurisdiction updates or amends its general plan. These statutes are located throughout the Government Code and have varying requirements for when draft and final documents must be submitted and how long agencies have to review and provide comments. Mintier Harnish maintain a checklist of agency consultation requirements that Mintier Harnish will use to ensure the City provides the Public Review Draft General Plan to the appropriate agencies.

#### **Deliverables:**

- General Plan Organizational Options (digital; Word, InDesign, and PDF)
- Land Use diagram (digital; GIS and PDF)
- Circulation diagrams (digital; GIS and PDF)
- Administrative Draft General Plan (digital; Word and PDF)
- Preliminary Public Review Draft General Plan (digital; Word and PDF)
- Revised Preliminary Public Review Draft General Plan (digital; Word and PDF)
- Draft General Plan Community Workshop materials (hardcopies, board, and materials; digital; Word and PDF)
- Planning Commission Study Session presentation and materials (digital; PowerPoint)
- City Council Study Session presentation and materials (digital; PowerPoint)
- Public Review Draft General Plan (digital; Word and PDF)
- General Plan Consultation Checklist (digital; Word and PDF)

## **Phase 5: Program Environmental Impact Report**

### **Task 5.1: CEQA Kick-off Meeting**

Mintier Harnish will facilitate a work session with City staff on preparing the Program EIR and completing the adoption process. The work session, or CEQA kick-off meeting, will cover the following topics:

- Strategies for CEQA compliance
- Coordination of environmental document with general plan update preparation
- Developing a reasonable range of alternatives
- Cumulative impact analysis
- Using new or revised policies as mitigation measures
- Incorporating analysis of the Housing Element
- Agency consultation
- Public notice
- Hearings
- Adoption/Certification
- Final documents

### **Task 5.2: Program EIR Project Description and Notice of Preparation**

Mintier Harnish will work with City staff to develop a Program EIR project description and will prepare a draft EIR Notice of Preparation (NOP) for City staff to review. The NOP is intended to alert other public agencies about the undertaking, and to solicit their input on the scope of the study. Mintier Harnish will submit a final PDF copy of the NOP to City staff for posting on its website, filing with the County Clerk, and distributing to public agencies. It is assumed that the City will distribute the NOP using the City's NOP distribution list. Mintier Harnish will review and make suggestions regarding the list. Mintier Harnish will be responsible for filing the NOP with the State Clearinghouse.

### **Task 5.3: Program EIR Scoping Meeting**

Mintier Harnish will facilitate a public and agency in- person scoping meeting associated with the release of the NOP. The Scoping Meeting will be held during the 30-day NOP period to introduce the community to the Program EIR process and obtain input on the scope of analysis. It will include a brief presentation, followed by public comment and input from meeting attendees. Mintier Harnish will prepare a summary of input gathered, which will be included in the Draft Program EIR along with any written public comments received by the City during the NOP comment period.

### **Task 5.4: Administrative Draft Program EIR**

Mintier Harnish will prepare an Administrative Draft Program EIR (ADPEIR) in compliance with CEQA requirements using information gathered as part of the General Plan update and Downtown Station Area Plan effort and comments on the NOP, as well as information from other relevant CEQA documents completed by the City in recent years. Mintier Harnish will be responsible for the development of a legally adequate and appropriate Program EIR for the General Plan and Downtown Station Area Plan.

Mintier Harnish will prepare the ADPEIR based on the project description approved by City staff (see Task 5.2). Mintier Harnish will base the description of the environmental and regulatory setting for the General Plan primarily



on the data available online and the existing conditions and trends workbook prepared for the project. In addition, the environmental and regulatory setting for the Downtown Station Area Plan will be informed by the draft Downtown Station Area Plan.

Mintier Harnish will introduce each topical section in the environmental analysis with a brief statement of its context in the ADPEIR and the development of the General Plan and Downtown Station Area Plan. This effort may include interpretive information for the reader to better understand how the General Plan and Downtown Station Area Plan affects the environment, as well as the sources of data used in the analysis.

The setting for each topical section will describe existing conditions relevant to the topic and provide the groundwork for impact analysis. The number of impacts to be analyzed and the depth of analysis will be determined based on areas of concern identified by Mintier Harnish and City staff, as well as responses to the NOP. Mintier Harnish will clearly state thresholds used to determine the significance of project impacts and will include thresholds in the CEQA Guidelines, Appendix G, as well as existing regulatory standards, if applicable. Impacts will be identified for the General Plan and Downtown Station Area Plan, separately or together if appropriate, and mitigation measures will be prepared to reduce significant impacts to a less-than-significant level, when feasible. For each potentially significant impact identified in the ADPEIR, Mintier Harnish will identify mitigation measures or policy statements proposed by the City as part of the General Plan Update and/or Downtown Station Area Plan to avoid or reduce identified impacts. Mintier Harnish will construct mitigation measures as policy statements or revised or additional programs to facilitate incorporation into the final General Plan and/ or Downtown Station Area Plan.

In order to prepare an ADPEIR that meets the needs of the City and regulatory requirements of the State, the ADPEIR will comprise the following sections:

**Executive Summary.** This section will provide a summary of the entire ADPEIR and include the following:

- a discussion of the Project objectives;
- a brief description of the proposed Project;
- a summary of the environmental setting for the Planning Area;
- a summary of impacts;
- a summary of mitigation measures (mitigating policies);
- a discussion of alternatives considered; and
- areas of controversy, and issues remaining to be resolved.

**Introduction.** The ADPEIR will contain an introductory chapter that provides an overview of the project and context, summarizes CEQA requirements and the environmental review process, describes the legal purpose of the ADPEIR, outlines the environmental issues being addressed, and presents the organization of the report.

**Project Description and Environmental Setting.** These sections will contain the City objectives for the General Plan and Downtown Station Area Plan and a summary of the General Plan and Downtown Station Area Plan components. It will also outline the Planning Area and Station Area boundaries and summarize existing conditions and any new land uses proposed under the project. The information will be described in a mix of text, tabular, and graphic form (i.e., maps and diagrams).

**Analysis, Impacts, and Mitigation Measures.** The environmental analysis section will include four main components:

- **Setting:** description of current conditions with respect to the issue in question, including the existing regulatory environment
- **Impact analysis:** statement of significance thresholds and discussion of potentially significant effects of the General Plan and Downtown Station Area Plan under separate heading
- **Programmatic mitigation measures:** methods by which significant effects can be reduced or eliminated, presented as General Plan and Downtown Station Area Plan policies to be introduced back into the plans
- **Level of significance after mitigation:** discussion of whether proposed mitigation measures reduce impacts to below the adopted significance threshold

Adverse impacts that meet or exceed significance thresholds will be considered significant. Additionally, all impacts will be characterized in terms of short-or long-term effects and presented in a logical discussion that the general public can understand. Any inconsistencies with local or regional plans will be discussed. Issues to be analyzed in a programmatic framework will include:

- Aesthetics
- Agriculture/Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation and Traffic (see Section E: Other for details)
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

Mintier Harnish will discuss approaches to the impact analysis for the Program EIR with City staff and will be consistent with the assumptions and methodologies used in recent EIRs in the city of Merced to the extent possible. In general, the impact analysis will focus on the issues present in the Planning Area and likely to be affected or impacted by the General Plan Update and Downtown Station Area Plan.

**Alternatives Analysis.** A range of EIR alternatives will be considered in the ADPEIR. In addition to the “No-

Project” Alternative, Mintier Harnish will consider other alternatives (such as alternative land use scenarios) that will be developed during the General Plan Update. Evaluation of alternatives will be in less detail than that for the proposed plans, though the analysis will provide decision-makers and the public adequate information to decide between alternatives. This section will also identify the “environmentally superior alternative.” If the “No Project” Alternative is determined to be environmentally superior, the ADPEIR will identify the environmentally superior alternative among the remaining scenarios.

**Cumulative Impacts.** The document will evaluate cumulative impacts based on planning documents for the Planning Area. The contribution of the proposed plans to the overall cumulative impact will also be estimated and discussed. It is anticipated that cumulative analyses will be included at the end of each EIR topical section.

**Other CEQA Sections.** The ADPEIR will provide, in addition to the sections discussed above, all other required CEQA sections, including areas of known controversy, growth inducement effects, and significant unavoidable impacts. Mintier Harnish will provide the ADPEIR to City staff in digital (word) and hard copy format. City staff will conduct one review of the ADPEIR and provide consolidated comments and edits.

### **Task 5.5: Staff Review/Screen Check Draft Program EIR**

Mintier Harnish will incorporate City input on the ADPEIR and prepare a Screencheck Draft Program EIR (SDPEIR). Mintier Harnish will provide the SDPEIR to City staff in digital (word) and hard copy format. City staff will conduct one review of the SDPEIR and provide consolidated comments and edits.

### **Task 5.6: Draft Program EIR**

Once City staff approves the SDPEIR, Mintier Harnish will prepare the Draft Program EIR (DPEIR) for public circulation. Mintier Harnish will file the DPEIR with the State Clearinghouse, including all required accompanying forms, such as the Notice of Completion (NOC), through the digital CEQASubmit platform.

Mintier Harnish assumes that City staff will file the Notice of Availability (NOA) of the DPEIR with the County Clerk and distribute the NOA of the DPEIR to responsible agencies, and interested agencies, organizations, and persons. Mintier Harnish also assume that City staff will be responsible for required newspaper ads and other public noticing of the document’s availability, such as radius label mailing or on-site posting. As required by State law, the DPEIR will require at least a 45-day public review period.

### **Task 5.7: Draft and Final Response to Comments**

Within four to six weeks of receipt of comment letters received on the DPEIR, Mintier Harnish will submit a draft Response to Comments to City staff for review. The Response to Comments document will include a list of commenters, comment letters, responses to comments, and any added or revised text of the DPEIR that may be necessary. Responses to Comments will include reasoned analysis and, as necessary, will include additional analysis. The final version of the Response to Comments will be incorporated as an appendix to the Final Program EIR. The scope and budget assume a level of effort that would include 100 hours of Consultants time for this task. This assumes receipt of approximately 15-25 comment letters. If the number of comment letters and the effort to prepare responses is greater than anticipated, Mintier Harnish will notify City staff immediately and discuss options to amend our scope of work and budget as necessary. Following receipt of City staff comments, Mintier Harnish will finalize the Response to Comments.

### **Task 5.8: Mitigation Monitoring and Reporting Program**

Concurrent with the Response to Comments, Mintier Harnish will prepare a Mitigation Monitoring and Reporting Plan (MMRP), which Mintier Harnish will include in the Final Program EIR. Mintier Harnish will provide the MMRP in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table that describes:

- Persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions Mintier Harnish will incorporate the final version of the MMRP as an appendix to the Final Program EIR.

### **Task 5.9: Final Program EIR**

Mintier Harnish will complete the Final Program EIR after the review period has ended and all comments submitted during that period have been received. The Final Program EIR will include corrections to the Draft Program EIR (if warranted), comments received, and responses (Task 5.7) as well as the MMRP (Task 5.8). Mintier Harnish will prepare a Screencheck Final Program EIR for City staff review and confirmation followed by a Final Program EIR after incorporating consolidated comments received from City staff. Within one day of Final Program EIR certification and project approval, Mintier Harnish will submit the draft Notice of Determination (NOD) to City staff. Mintier Harnish assumes that City staff will file the NOD with the County Clerk and be responsible for payment of filing fees. Mintier Harnish will file the NOD with the State Clearinghouse.

### **Task 5.10: Project Management**

This task includes time managing project issues, budget management, and communication for an assumed 12-month period. For purposes of costing, two monthly meetings of up to one hour each with City staff are assumed.

#### **Deliverables:**

- Draft EIR Project Description (digital versions)
- Final EIR Project Description (digital versions)
- NOP (digital files and filing with State Clearinghouse)
- Scoping Meeting materials (digital versions)
- Administrative Draft Program EIR (digital versions)
- Screencheck Draft Program EIR (digital versions)
- Draft Program EIR (digital version, 25 hard copies, 25 copies on flash drives)
- NOC/NOA (digital files and filing with State Clearinghouse)
- Draft Response to Comments (digital versions)
- Final Response to Comments (digital versions)
- MMRP and Statement of Overriding Considerations (digital versions)
- Screencheck Final Program EIR (digital versions)
- Final Program EIR (digital version, 25 hard copies, 25 copies on flash drives)
- NOD (digital files and filing with State Clearinghouse)

## **Phase 6: Public Hearings and Adoption**

### **Task 6.1: Planning Commission Public Hearings**

Mintier Harnish will attend up to two public hearings with the Planning Commission to review the Draft General Plan, Downtown Station Area Plan, and Final PEIR. The Planning Commission will consider the comments made during the public hearing and make recommendations to the City Council.

### **Task 6.2: City Council Public Hearings**

Mintier Harnish will attend two public hearings with the City Council to review the Draft General Plan, Downtown Station Area Plan, and Final PEIR. At these hearings, the City Council will consider the Planning Commission recommendations and the comments made at the public hearings. After the hearings, the City Council will certify the Final PEIR and direct Mintier Harnish to incorporate their recommendations and prepare the Final General Plan and Downtown Station Area Plan.

### **Task 6.3: Final General Plan Documents**

Mintier Harnish will prepare the Final General Plan and Downtown Station Area Plan for adoption.

### **Task 6.4: City Council Adoption Hearing**

Mintier Harnish will attend one hearing with the City Council for adoption of the General Plan and Downtown Station Area Plan.

#### **Deliverables:**

- Final General Plan (digital; Word, PDF)
- Final Downtown Station Area Plan (digital; Word, PDF)
- Land Use and Circulation Diagrams (digital; GIS and PDF)
- Final PEIR (digital; Word, PDF; 25 hard copies, 25 digital flash drives)
- Maps and Diagrams (digital; GIS and PDF)

***City of Merced Comprehensive General Plan Update***

**SCHEDULE OF WORK**

The work shall commence once the contract is executed. This project is comprehensive in scale and expected to last two to three years. The work will be monitored with regular meetings and check-ins with City staff and the schedule may be adjusted to fit the city needs and completion of all tasks within the scope of work, as outlined in Exhibit A.

**Exhibit C**  
**Comprehensive General Plan Update**

PHASES/TASKS		Budget
<b>Phase 1: Project Initiation</b>		<b>\$2,240.00</b>
Task 1.2	General Plan Kick-Off Meeting and City Tour	\$17,060.00
Task 1.3	Community Engagement Program	\$7,370.00
Task 1.4	Newsletter #1: General Plan Update and Station Area Plan Overview	\$3,300.00
Task 1.5	All-hands Kick-off Study Session	\$12,234.00
Task 1.6	Stakeholder Interviews	\$19,780.00
	<b>Subtotal</b>	<b>\$61,984.00</b>
<b>Phase 2: Existing Conditions and Trends</b>		
Task 2.1	Existing Data Collection and Compilation	\$6,030.00
Task 2.2	Assemble GIS Data and Prepare Base Map	\$5,180.00
Task 2.3	General Plan Audit	\$5,900.00
Task 2.4	CAFG Meeting #1: Organization and Issues Identification	\$4,100.00
Task 2.5	Existing Conditions Evaluation	\$9,800.00
Task 2.6	Existing Conditions and Trends Workbook	\$121,497.00
Task 2.7	CAFG Meeting #2	\$4,100.00
Task 2.8	Newsletter #2: Existing Conditions and Trends	\$3,300.00
Task 2.9	Community Open House #1: Assets, Issues, and Opportunities	\$20,844.00
Task 2.10	Assets, Issues, and Opportunities Report	\$7,920.00
Task 2.11	CAFG Meeting #3	\$4,100.00
Task 2.12	City Council and Planning Commission Joint Study Session #1: Existing Conditions and Trends; Assets, Issues, and Opportunities	\$5,500.00
	<b>Subtotal</b>	<b>\$198,271.00</b>
<b>Phase 3: Community Vision and Guiding Principles</b>		
Task 3.1	Community Open House #2: Vision and Guiding Principles	\$15,450.00
Task 3.2	Draft Vision and Guiding Principles	\$4,780.00
Task 3.3	CAFG Meeting #4: Draft Vision and Guiding Principles	\$4,100.00
Task 3.4	City Council and Planning Commission Joint Study Session #2: Vision and Guiding Principles	\$4,100.00
	<b>Subtotal</b>	<b>\$28,430.00</b>
<b>Phase 4: General Plan</b>		
Task 4.1	General Plan Design, Format, and Organization Options	\$4,560.00
Task 4.2	Update the Executive Summary	\$4,070.00
Task 4.3	Update Chapter 1, Introduction	\$4,070.00
Task 4.4	Update Chapter 2, Urban Expansion	\$7,160.00
Task 4.5	Update Chapter 3, Land Use	\$14,320.00
Task 4.6	Update Chapter 4, Transportation and Circulation	\$25,160.00
Task 4.7	Update Chapter 5, Public Facilities and Services	\$6,320.00
Task 4.8	Update Chapter 6, Urban Design	\$13,850.00
Task 4.9	Update Chapter 7, Open Space, Conservation, and Recreation	\$29,084.00
Task 4.10	Prepare New Chapter 8, Environmental Justice, Sustainability, Equity, and Health	\$30,320.00
Task 4.11	Integrate Chapter 9, Housing	\$2,320.00
Task 4.12	Update Chapter 10, Noise	\$28,052.00
Task 4.13	Update Chapter 11, Safety	\$85,274.00
Task 4.14	Prepare New Chapter 12, Economic Development	\$70,060.00
Task 4.15	Prepare New Chapter 13, Air Quality	\$22,290.00
Task 4.16	Update the Glossary, Bibliography, Policy Index, and Appendix A	\$5,540.00
Task 4.17	Administrative Review Draft Plan	\$7,860.00
Task 4.18	Preliminary Public Review Draft General Plan	\$5,620.00
Task 4.19	CAFG Meetings #5, #6, and #7: Preliminary Public Review Draft General Plan	\$20,364.00
Task 4.20	Revised Preliminary Public Review Draft General Plan	\$5,120.00
Task 4.21	Community Workshop #3: Draft General Plan	\$23,074.00
Task 4.22	Planning Commission Study Session: Revised Preliminary Public Review Draft General Plan	\$12,724.00
Task 4.23	City Council Study Session: Revised Preliminary Public Review Draft General Plan	\$12,164.00
Task 4.24	Public Review Draft General Plan	\$7,450.00
Task 4.25	General Plan Consultation and Referrals	\$5,920.00
	<b>Subtotal</b>	<b>\$452,746.00</b>
<b>Phase 5: Program Environmental Impact Report</b>		
Task 5.1	CEQA Kick-off Meeting	\$3,508.00
Task 5.2	Program EIR Project Description and Notice of Preparation	\$11,992.00
Task 5.3	Program EIR Scoping Meeting	\$7,046.00
Task 5.4	Administrative Draft Program EIR	\$212,455.00
Task 5.5	Staff Review/Screen Check Draft Program EIR	\$16,372.00
Task 5.6	Draft Program EIR	\$28,158.00
Task 5.7	Draft and Final Response to Comments	\$34,972.00
Task 5.8	Mitigation Monitoring and Reporting Program	\$11,834.00
Task 5.9	Final Program EIR	\$15,264.00
Task 5.10	Project Management	\$18,300.00
	<b>Subtotal</b>	<b>\$359,901.00</b>
<b>Phase 6: Public Hearings and Adoption</b>		
Task 6.1	Planning Commission Public Hearings	\$11,144.00
Task 6.2	City Council Public Hearings	\$11,144.00
Task 6.3	Final General Plan Documents	\$4,220.00
Task 6.4	City Council Adoption Hearing	\$3,680.00
	<b>Subtotal</b>	<b>\$30,188.00</b>
<b>PROJECT MANAGEMENT</b>		<b>\$58,216.00</b>
<b>DIRECT COSTS</b>		<b>\$60,700.00</b>
<b>PROJECT TOTAL</b>		<b>\$1,250,436.00</b>

- 1) This represents a total not to exceed cost based on the provided scope of work.
- 2) The distribution of hours between firms, staff categories, and tasks are an estimate.  
While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.
- 3) Labor rates are subject to change every January 1st, although this change will not change the total budget.